



**City of Biddeford
City Council**

July 16, 2024 at 6:00 PM
City Hall Council Chambers & Zoom

[Click to Join Zoom Meeting Online](#)

Or call in by phone: +1 312 626 6799
Meeting ID: 94564613000
Passcode:034219

1. Roll Call
2. Pledge of Allegiance
3. Adjustment(s) to Agenda
4. Recognition
 - 4.a Sam Zaitlin Tribute
 - 4.b Spirit of America Award Heart of Biddeford
 - 4.c The Wall That Heals - Vietnam Veterans Memorial
5. Public Hearing
 - 5.a Proposed Fourth Amendment to CDBG Year 2 Action Plan
 - 5.b Trailside Way Affordable Housing Municipal Development and Tax Increment Financing District
 - 5.c Thatcher Brook Apartments Affordable Housing Municipal Development and Tax Increment Financing District
6. Presentation
 - 6.a Grant Presentation
 - 6.b Biddeford Police Advisory Committee Presentation
7. Resolution
 - 7.a EPA's Community Change -RESOLUTION
8. Appointments

- 8.a 2024.111 Mayoral Appointments to Citizen Committees
- 8.b 2024.112 Approval/MMA LPC Nomination
- 9. Public Addressing the Council
(3 minute limit per speaker for up to a total of 15 minutes)
- 10. Consideration of Minutes
 - 10.a Council Minutes 6-18-24
 - 10.b Council Minutes 6-28-24
- 11. Second Reading
 - 11.a 2024.98 Zoning Ordinance Text Amendment: Code of Ordinances, Part III: Land Development Regulations, Article XII Floodplain Management Ordinance
 - 11.b 2024.99 Rezoning Request / 118 Alfred Street (Tax Map & Lot# 38-303-1) from MSRD-2 to MSRD-1
- 12. Orders of the Day
 - 12.a 2024.113 Approval/Amendment to CDBG Year 2 Action Plan
 - 12.b 2024.114 Approval/Authorization Trailside Way Affordable Housing Tax Increment Financing District Application
 - 12.c 2024.115 Approval/Authorization Thatcher Brook Affordable Housing Tax Increment Financing District Application
 - 12.d 2024.116 River Jam Special Event and Alcohol Service Order
 - 12.e 2024.117 Approval/Capital Committee's recommendation for the remaining FY24 CIP
 - 12.f 2024.118 Approval/Capital Committee's recommendation for FY25 CIP
- 13. Public Addressing the Council
(5 minute limit per speaker)
- 14. City Manager Report
- 15. Other Business
- 16. Council President Addressing the Council

17. Mayor Addressing the Council
18. Executive Session
 - 18.a Executive Session 1 MRS 405 6 (c) Real Estate Matters
 - 18.b Executive Session 1 MRS 405 6 (a) Personnel Matters
19. Adjourn

City of Biddeford



2024.119 **IN BOARD OF CITY COUNCIL... JULY 16, 2024**
BE IT ORDERED, that City Manager, James Bennett's appointment of
Deanne Vail as Assessor for the City of Biddeford, be confirmed.

Attest by: _____
Robin Patterson, City Clerk

May 16, 2024

Dear Hiring Manager,

Please accept this letter and accompanying resume as my formal application for the City of Biddeford Assessor's position. As an experienced Certified Maine Assessor with extensive municipal government experience, I am prepared to step into the position and put my skills and knowledge to work. As the current Deputy Assessor for the City I am very familiar with the issues we face, the work that needs to be done and the strength and weaknesses of our department. I have been working towards goals, focusing on priorities and developing a realistic plan for our office to move forward.

When I first interviewed for the city, I was completely sold on the prospect of taking on the challenges of a working in a booming city. Biddeford's revitalization is going strong, and the current employees that I have worked to build collaborative relationships with are a dedicated, intelligent, professional team with whom I am grateful to have the opportunity to work. I have the initiative to work as hard as needed to accomplish difficult things, as evident in taking on extra courses to not only maintain my certification but achieve my CMA II designation. I do not back down from a challenge, but raise my team up to work together towards resolution.

I know that as with any assessor, I have room for growth in my professional development. I have worked with several assessor's throughout our state, served on a Vision User Group team to develop the latest version of our CAMA software, served as a SME for Maine Revenue to develop the Maine Tax Portal as well as auditing over 45 municipal assessor's throughout our state to develop equitable taxation for our state. I am also a member of the Maine Association of Assessing Officers as well as the Maine Chapter of the International Association of Assessing Officers. With any situation that arises, I am confident I can find a solution through the advice and experience of the inclusive assessing community I am part of.

I look forward to helping the City of Biddeford thrive through my role in the assessing office. We are a strong staff who will work resiliently together to help our organization succeed. Thank you in advance for your consideration.

Best,
Deanne Vail

Deanne Vail

Contact

91 Weeks Road
Gorham, ME 04938

Education

2002-2003
University of ME Farmington
Liberal Arts

2003-2004
Kennebec Valley Community
College
Business Administration

2012-2016
University of ME Augusta
Public Administration

Key Skills

Seasoned Certified Maine Assessor
Superior customer service
Strong collaboration skills
Project Management
Multi-tasking priorities
Municipal government knowledge
Fostering respect and trust
Research and data analysis skills

Summary

Experienced and resourceful professional with a collaborative management style dedicated to finding innovative ways to overcome challenges and foster team success. Having vast assessing experience has built my strong knowledge of skills and techniques as well as given me a broad base of contacts and support in the assessing field. My core strengths are building relationships formed from trust and respect and creating a culture that fosters growth and teamwork.

Experience

April 2022-Present
Deputy Tax Assessor • City of Biddeford

May 2021-April 2022
Property Appraiser • Property Tax • Maine Revenue

January 2019-May 2021
Research Administrative Assistant • The Jackson Laboratory

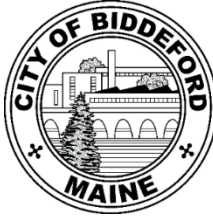
March 2016-December 2018
Deputy Assessor • Municipal Office • Town of Bar Harbor

2008-2011; 2013-2016
Teller II • Float Teller & Dexter Branch • Skowhegan Savings Bank

Accomplishments

- Certified Teller (Skowhegan Savings Bank)
- Certified Maine Assessor (Town of Bar Harbor)
- Karass Negotiation training (The Jackson Lab)
- Appointed as SME for STARS (Maine Revenue Service)
- Certified Maine Assessor II (City of Biddeford)
- Engage 2 Empower Leadership Development Program (City of Biddeford)
- Appointed to Police Chief Hiring Committee (City of Biddeford)





NOTICE OF PUBLIC HEARING

CITY OF BIDDEFORD

U.S. Department of Housing and Urban Development

Community Development Block Grant (CDBG) Entitlement Program

Proposed Fourth Amendment to CDBG Year 2 Action Plan Public Hearing
Tuesday, July 16, 2024, 6:00 PM

City Hall Council Chambers & Zoom &

5-Day Public Comment Period: Thursday, July 11, 2024 to Tuesday, July 16, 2024

In compliance with the Americans with Disabilities Act, individuals wishing to submit comments and/or who need assistance participating in the Public Hearing should contact Jessica Wilson at 207-284-9115. Those needing assistance due to language barriers may use the same contact or fill out the translation assistance form on the City website: <https://www.biddefordmaine.org/translation>.

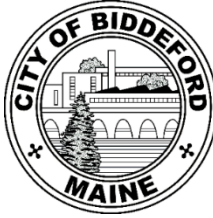
Please be advised that there will be a Public Hearing on Tuesday, July 16, 2024 at 6:00 PM, for the purpose of obtaining citizen comment regarding the proposed fourth amendment to the CDBG Year 2 Action Plan. This Public Hearing is pursuant to Biddeford's participation in the program noted above. The Public Comment Period is open from Thursday, July 11, 2024 to Tuesday, July 16, 2024.

The proposed fourth amendment to the CDBG Year 2 Action Plan is to add a public facility and infrastructure improvement activity to support the Seeds of Hope building renovations. The amended document can be viewed on the Community Development page of the City's website [Community Development | Biddeford, ME \(biddefordmaine.org\)](https://www.biddefordmaine.org).

In addition to the website, copies of the Draft CDBG Year 2 Annual Action Plan Fourth Amendment will be available for review at the Planning & Development Office located on the 2nd floor of Biddeford City Hall. Free copies are available upon request.

Provide input in writing by email to Jessica Wilson (jessica.wilson@biddefordmaine.org), Community Development Coordinator or mail to Biddeford Planning & Development, c/o Jessica Wilson, PO Box 586, Biddeford, Maine 04005. Physical mail must be received by the final day of the comment period to be considered. Questions may be answered through the same contact. Verbal comments can be provided at the Public Hearing or by calling Jessica Wilson at 207-284-9115.





NOTICE OF PUBLIC HEARING

CITY OF BIDDEFORD

Regarding a Municipal Development and Tax Increment Financing District

To Be Known As The

“Trailside Way Affordable Housing Municipal Development and Tax Increment Financing District” &

“Thatcher Brook Apartments Affordable Housing Municipal Development and Tax Increment Financing District”

Notice is hereby given that the City of Biddeford will hold two public hearings on

Tuesday, July 16, 2024 at 6:00 pm

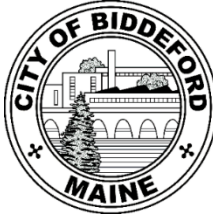
at 205 Main Street, Biddeford, ME 04005

The purpose of the public hearings is to receive public comments on the following items pursuant to the provisions of 30-A M.R.S. § 5250-A of the Maine Revised Statutes, as amended:

1. The designation of the Trailside Way Affordable Housing Municipal Development and Tax Increment Financing District (the “Trailside District”). The proposed Trailside District consists of approximately 2.24 acres located off of Barra Road, Tax Map 7 Lot 15-1. This Trailside District authorizes the City Manager to enter into a credit enhancement agreement with the developer, as described in the proposed development program.
2. The designation of the Thatcher Brook Apartments Affordable Housing Municipal Development and Tax Increment Financing District (the “Thatcher Brook District”). The Thatcher Brook District consists of approximately 3.65 acres located at 37 Barra Road, Tax Map 2 Lot 42. The Thatcher Brook District authorizes the City Manager to enter into credit enhancement agreements with the developer, as described in the proposed development program.

Copies of the proposed Development Programs will be on file with the City’s Economic Development Office during normal business hours of 8:00 am – 4:00 pm, they can also be found at [Biddeford, ME | Official Website \(biddefordmaine.org\)](https://www.biddefordmaine.org) or one can call 207-284-9115 during normal business hours to request that a copy be mailed to you. All interested persons are invited to attend the public hearings and will be given an opportunity to be heard at that time.

Public comments will be taken at the hearings and written comments should be submitted to *Nan Whitten*: nan.whitten@biddefordmaine.org. Written comments will be accepted until 4:00 PM on July 15, 2024.



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CITY OF BIDDEFORD

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BIDDEFORD THRIVING: REDUCING POLLUTION AND BUILDING CLIMATE RESILIENCE IN COASTAL MAINE (WORKING TITLE)

Proposal to be submitted to:

EPA Environmental & Climate Justice Community Change Grants Program

Late July/early Aug 2024; Funding ranges from \$10 - \$20 million.

Delilah Poupore, Heart of Biddeford

Cameron Wake, University of New England

Will Kochtitzky, Mayor's *Ad-hoc* Sustainability Committee

Vision & Objectives

Proposed Climate Action & Pollution Reduction Strategies

Q&A

Biddeford City Council Meeting – July 16, 2024

BIDDEFORD THRIVING: REDUCING POLLUTION AND BUILDING CLIMATE RESILIENCE IN COASTAL MAINE (WORKING TITLE)

VISION

Create a climate resilient, net-zero carbon emissions Biddeford where clean energy powers accessible transportation and buildings and where inclusive communities can thrive. We believe that being good stewards of the natural world and being responsible for the quality of the environment will help ensure opportunities for everyone, now and in the years to come.

- Biddeford Climate Task Force, 2023

BIDDEFORD THRIVING: REDUCING POLLUTION AND BUILDING CLIMATE RESILIENCE IN COASTAL MAINE (WORKING TITLE)

OBJECTIVES

1. Galvanize the transformation of central Biddeford into a healthier, net-zero carbon emission, climate resilient, environmentally just, and thriving community for current and future residents through the creation and rapid implementation of a suite of interconnected climate action and pollution reduction strategies.
2. Grow economic opportunities for residents by expanding existing workforce training programs for high school students, adults, and the current homeless population so they can assist with this transformation.
3. Develop a robust and sustainable collaboration among many local and regional organizations to successfully implement the proposal objectives 1 and 2, and lay the foundation to sustain these efforts into the future.

BIDDEFORD THRIVING: REDUCING POLLUTION AND BUILDING CLIMATE RESILIENCE IN COASTAL MAINE (WORKING TITLE)

Lead Applicants:

Heart of Biddeford & UNE

Collaborating Entities:

Apex Youth Connection

Biddeford Housing Authority

Biddeford Regional Ctr. of Technology

BSOOB Transit

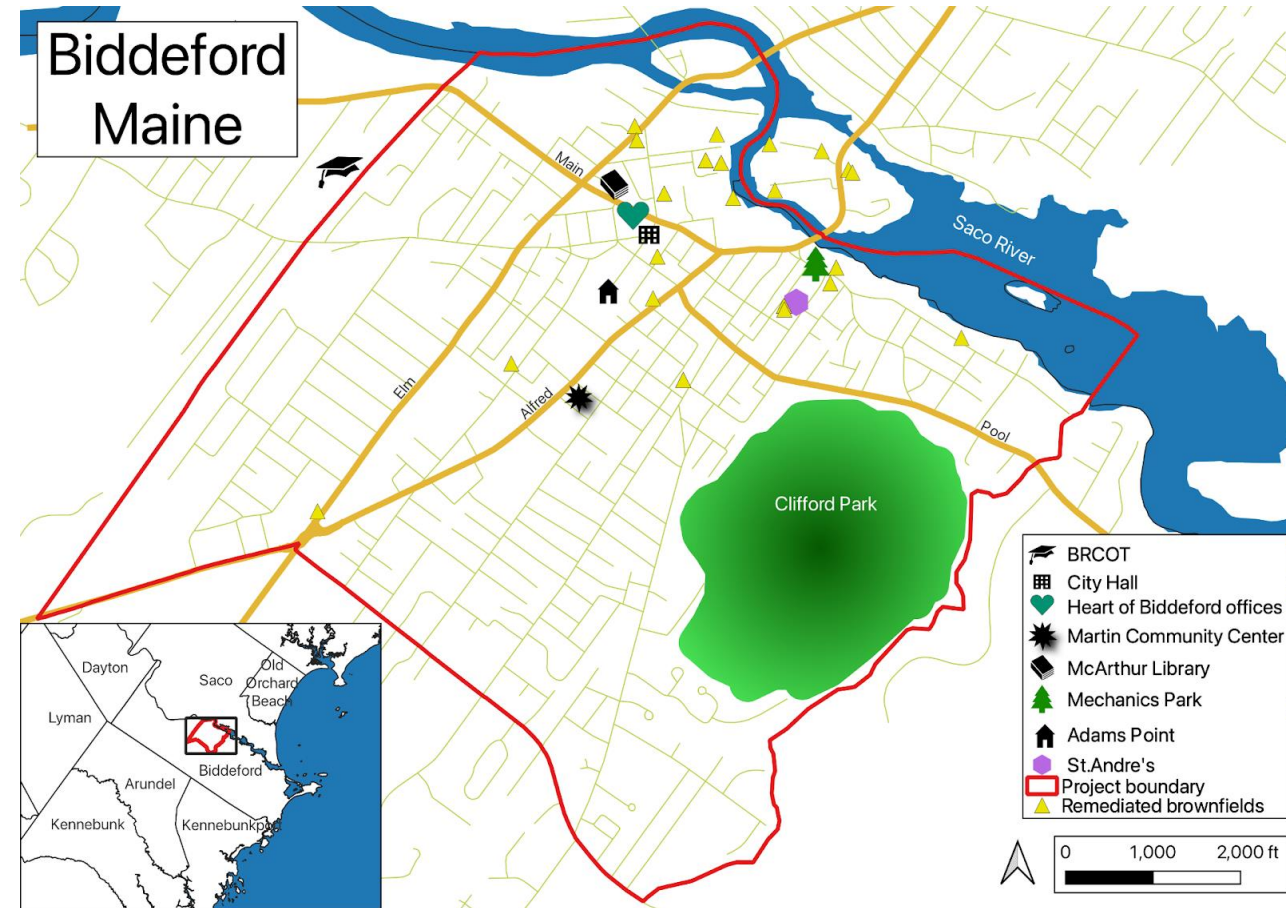
City of Biddeford

McArthur Library

Seeds of Hope

SMPDC

York County Community College



Location: 'Disadvantaged' Communities defined by EPA – central Biddeford

CLIMATE ACTION STRATEGIES (CAS) & POLLUTION REDUCTION STRATEGIES (PRS)

CAS1: Mobility and Transportation Options for Preventing Air Pollution and Improving Public Health & Climate Resilience

PRS1: Outdoor Air Quality and Community Health Improvements

CAS2: Energy-Efficient, Healthy, and Resilient Housing and Buildings

PRS2: Indoor Air Quality and Community Health Improvements

CAS3: Green Infrastructure & Nature-Based Solutions

CAS4: Community Resilience Hubs

CAS5: Brownfield Redevelopment for Emissions Reduction and Climate Resilience

CAS6: Workforce Development Programs for Occupations that Reduce Greenhouse Gas Emissions and Air Pollutants.

CLIMATE ACTION STRATEGIES (CAS) & POLLUTION REDUCTION STRATEGIES (PRS)

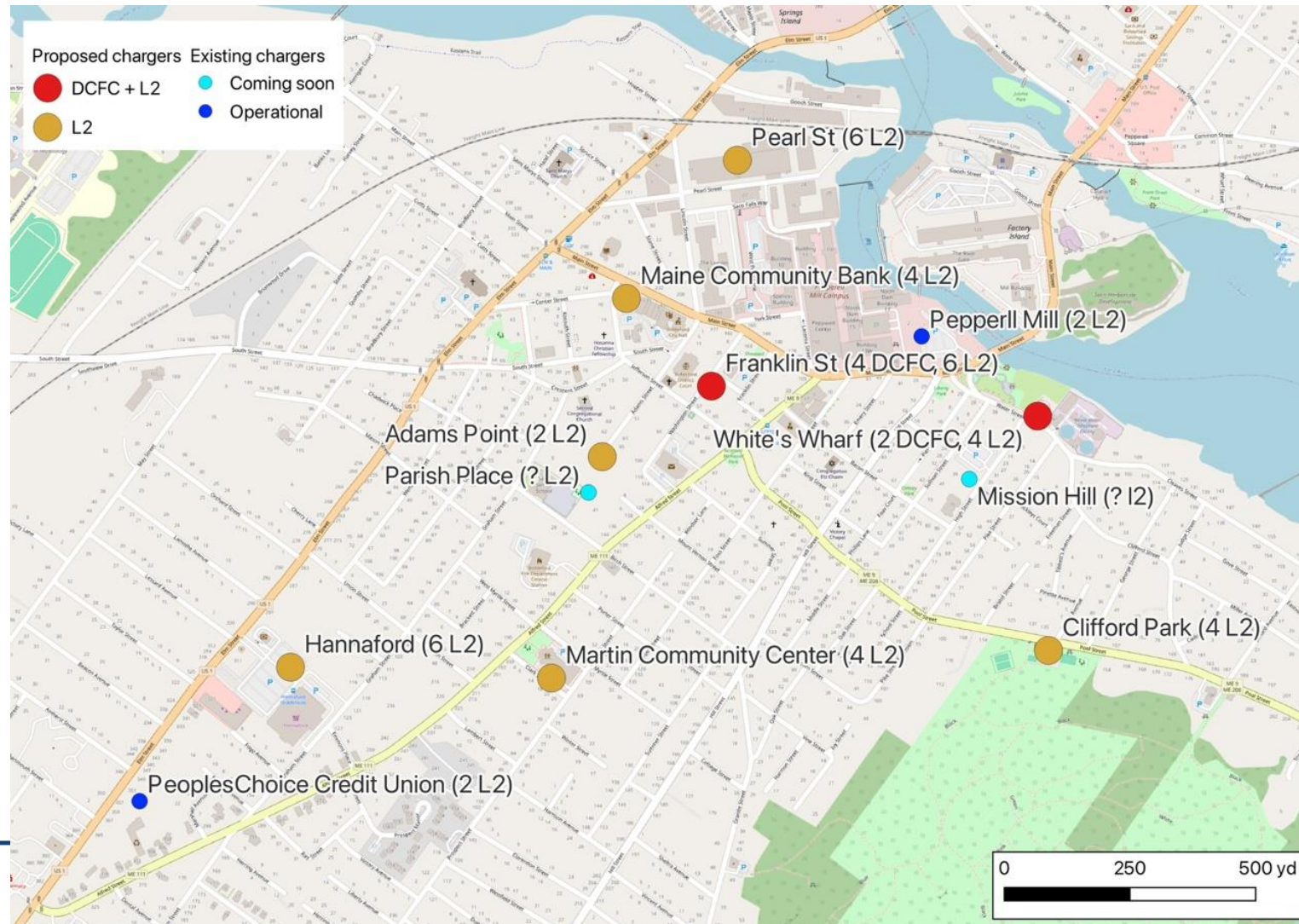
CAS1: Mobility and Transportation Options for Preventing Air Pollution and Improving Public Health & Climate Resilience

PRS1: Outdoor Air Quality and Community Health Improvements

BSOOB Transit, HOB, City of Biddeford, SMPDC, Apex

- Develop an innovative electric vehicle (EV) community sharing program.
- Develop a free bus-fare program for central Biddeford residents (time frame TBD)
- Create incentive program for residents to purchase electric bicycles (eBikes)
- Create an eBike loaner program and bicycle safety training for youth
- Create incentive program to install Level 2 EV chargers (focus on apartment buildings)
- Install DC Fast Chargers (in combination with Level 2 chargers) at Franklin Street Parking Lot and Whites Wharf
- Develop a detailed bicycle-pedestrian plan for central Biddeford

PROPOSED EV CHARGING SITES: LEVEL 2 & DIRECT CURRENT FAST CHARGER



CLIMATE ACTION STRATEGIES (CAS) & POLLUTION REDUCTION STRATEGIES (PRS)

CAS2: Energy-Efficient, Healthy, and Resilient Housing and Buildings

PRS2: Indoor Air Quality and Community Health Improvements

HOB, City of Biddeford, SMPDC

Create an incentive programs to:

- Significantly increase installation of air source heat pumps & energy efficiency upgrades in residential and small commercial buildings.
- This includes: technical assistance (enhanced Navigator Program), upgrading electrical services, additional rebates beyond what Efficiency Maine provides, program marketing. Also partner with state programs.
- Install solar PV panels and battery backup on residential and commercial buildings.

Host several hyper-local block parties each year to engage residents and share opportunities (tree planting, building upgrades, eBikes, transit, EV car sharing, etc)

CLIMATE ACTION STRATEGIES (CAS)

CAS3: Green Infrastructure & Nature-Based Solutions ***UNE, City of Biddeford, HOB***

- Develop tree and shrub planting plan for central Biddeford
- Mitigate urban heat islands by planting hundreds of shade trees and hundreds of shrubs. Measure surface temperature and humidity at paired sites during summer.
- Three Programs
 - Plant dozens of trees per year where hardened surfaces dominate
 - Plant hundreds of trees on private property adjacent to streets
 - Plant shrubs and small trees on Brownfield sites in suitable areas
- Develop plan with City of Biddeford and UNE students for ongoing plant care.

CLIMATE ACTION STRATEGIES (CAS)

CAS4: Community Resilience Hubs

City of Biddeford, Biddeford Housing Authority

- Install air source heat pumps for heating and cooling, weatherize, insulate, on-site solar PV and install battery storage systems, EV chargers (several potential sites)

Biddeford Community Center

- also provide space for window dresser program

St Andres/Mission Hill (solar and battery backup)

Adams Point (solar and battery backup)

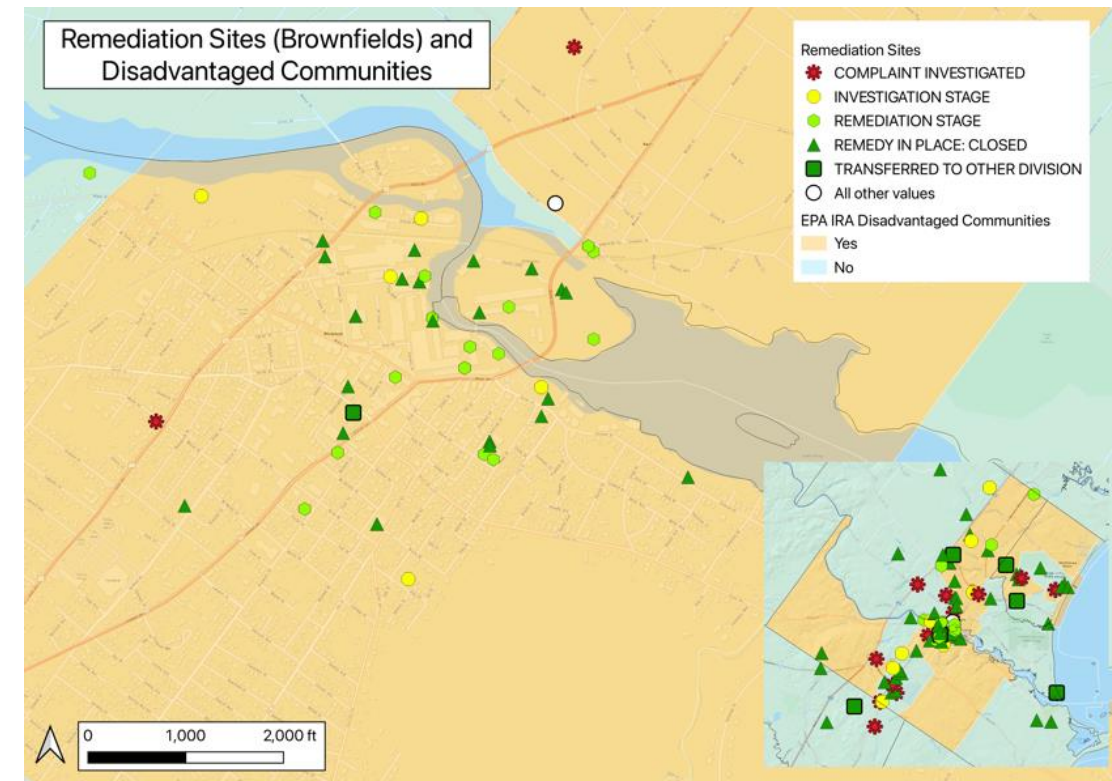
Former Courthouse on Adams Street (solar and battery backup)

McArthur Library

CLIMATE ACTION STRATEGIES (CAS)

CAS5: Brownfield Redevelopment for Emissions Reduction and Climate Resilience

- Assess deed restrictions
- Whites Wharf (Water Street): install DC Fast Charger; plant vegetation
- Pierson Lane Apartments, Emery School: install heat pumps & energy efficiency upgrades, Level 2 chargers; plant vegetation
- Explore solar canopies
- Explore opportunities at former MERC incinerator site



CLIMATE ACTION STRATEGIES (CAS)

CAS6: Workforce Development Programs for Occupations that Reduce Greenhouse Gas Emissions and Air Pollutants

Center of Technology, York County Community College, Seeds of Hope, SMPDC

- Increase number of students and adults trained to install air source heat pumps. Connect trainees with employment opportunities created by this project.
- Increase number of students and adults trained energy efficiency upgrades in residential and commercial buildings. Connect trainees with employment opportunities created by this project.
- Develop an eBike mechanic training program
- Train adults to be project Navigators (SMPDC program)

**Proposal to be submitted to:
EPA Environmental & Climate Justice Community Change Grants Program
July 2024**

Application Title: *Track I: Biddeford Thriving: Reducing Pollution and Building Climate Resilience in coastal Maine (Working Title)*

Section A. Executive Summary

Lead Applicant: University of New England

Statutory Partner to the Lead Applicant: Heart of Biddeford

Contact Information:

Cameron Wake, Director

The Center for North Atlantic Studies

University of New England

cwake@une.edu

207-221-4262

Delilah Poupore, Executive Director

Heart of Biddeford

director@heartofbiddeford.org

(207) 284-8520

Eligibility:

Heart of Biddeford (HOB) represents Biddeford through engagement, education, and related services to individual community residents and stakeholders. As a nationally designated Main Street organization, HOB has focused on revitalizing the downtown core for 20 years.

Mission Statement: Powered by the strength of community involvement, Heart of Biddeford fosters a vibrant, inclusive, and sustainable downtown for residents, businesses, and visitors.

HOB partners closely with municipal departments, programs addressing food scarcity, affordable housing, homelessness, schools, universities, after-school programs, local churches and synagogues, cultural organizations, and groups combating ageism, racism, sexism, LGBTQ+ oppression, and more. In 2021, HOB's board approved a DEI Plan based on an organizational assessment with annual work plans.

The University of New England is Maine's largest private university, with two beautiful coastal campuses in Maine (Biddeford and Portland), a one-of-a-kind study-abroad campus in Tangier, Morocco, and an array of flexible online offerings. In an uncommonly welcoming and supportive community, we offer hands-on learning, empowering students to make a positive impact in a world full of challenges. We are the state's top provider of health professionals and home to Maine's only medical and dental colleges, a variety of other inter-professionally aligned health care programs, and nationally recognized programs in the marine sciences, the natural and social sciences, business, the humanities, and the arts.

The following six Climate Action Strategies (CAS) are addressed in this proposal:

CAS 1: Green Infrastructure and Nature-Based Solutions

CAS 2: Mobility and Transportation Options for Preventing Air Pollution and Improving Public Health & Climate Resilience

CAS 3: Energy-Efficient, Healthy, and Resilient Housing and Buildings

CAS 4: Community Resilience Hubs

CAS 5: Brownfield Redevelopment for Emissions Reduction and Climate Resilience
CAS 6: Workforce Development Programs for Occupations that Reduce Greenhouse Gas Emissions and Air Pollutants

The following two Pollution Reduction Strategies (PRS) are addressed in this proposal:

PRS 1: Indoor Air Quality and Community Health Improvements

PRS 2: Outdoor Air Quality and Community Health Improvements

Grant Award Period and Completion:

Estimated beginning/end dates: January 1, 2025 to December 31, 2027.

We have designed our application and budget so that all of the proposed strategies can be completed within the three year time-frame of the grant. The Climate Action Strategies (CAS) and Pollution Reduction Strategies (PRS) consist of a suite of components that will be initiated quickly with initial deliverables completed within the first 6 months of the grant being awarded. This includes vegetation planting, zero-emissions car-sharing program, eBike sharing and purchase incentive program, installing EV charging stations, and installing air-source heat pumps, solar panels, and backup batteries storage systems and completing energy efficiency updates in residential and small commercial buildings. The planning project for enhanced and connected bicycle and pedestrian infrastructure in the urban core will build upon the 2023 Biddeford-Saco Transit Development Plan.

In addition to engaging residents in the project, our approach will engage local businesses and non-profits with existing expertise in the specific requirements for each of these sub-projects. This will allow us to begin work on these many small projects in the first few months after the start date and work will then continue over the three years of the project.

The larger construction projects are related to renewable energy and energy efficiency upgrades on a suite of existing buildings in central Biddeford that serve as climate resilience hubs. These upgrades have already been identified by the City of Biddeford and the Biddeford Housing Authority (both collaborating entities on this project) and can be addressed through a suite of sub-projects (solar panels and backup battery storage systems, energy efficiency upgrades, installing EV charging stations and vegetation). Finally, all of these projects are closely interconnected with enhanced workforce training programs for high school students and adults (via our collaborating entities at Biddeford Regional Center of Technology and York County Community College) that will begin very early on the project and continue over the three years of the project.

Amount of EPA Funding Requested: Approximately \$16 million (final number TBD)

Target Investment Area: N/A

Disadvantaged Community to benefit from the projects:

Central Biddeford (census tracts: 252.03 and 252.04 [northwest], and 252.06 and 252.06 [southeast], total population (in 2022) of 12,897; Figure 1) were identified as ‘Disadvantaged’ using both the EPA IRA Disadvantaged Communities tool and the Climate and Economic Justice Screening Tool. These census tracts are identified as ‘Disadvantaged’ because they rank above the 65th percentile in low-income households and greater than 13 percent of people, ages 25 years or older, who live in the census tract have a high school education less than a high school

diploma. The northwest urban core also ranks above the 90th percentile for low life expectancy, while the southeast urban core ranks above the 90th percentile for people who have asthma. Residents in these two census tracts are predominantly white (86-88%). Greater than 10% the population in the urban core identify as people of color.

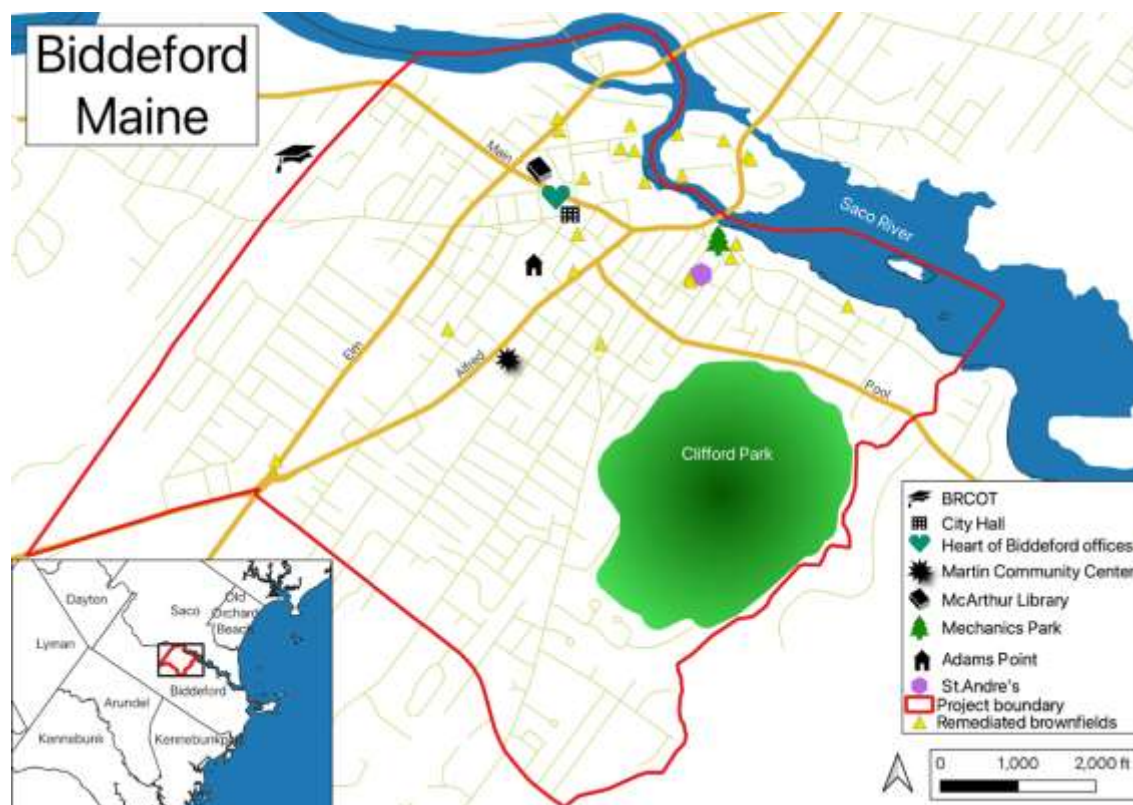


Figure 1. Map of central Biddeford highlighting the project boundary.

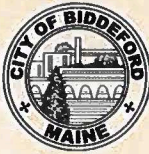
Other Sources of Funding: TBD

Resubmission Status: This is an original submission.

Table 1. Collaborating Entities

No.	Name
1	Apex Youth Connection
2	Biddeford Housing Authority
3	Biddeford Regional Center of Technology
4	BSOOB Transit
5	City of Biddeford
6	McArthur Library
7	Seeds of Hope
8	Southern Maine Planning & Dev. Commission
9	York County Community College

City of Biddeford



PROCLAMATION

Resolution to Support the U.S. Environmental Protection Agency's Climate Justice and Community Change Grant Application

Whereas, the University of New England and the Heart of Biddeford are preparing a grant application for projects in Biddeford, on behalf of the City of Biddeford with the U.S. Environmental Protection Agency's Climate Justice Community Change Grants Program; and

Whereas, this grant program will fund environmental and climate justice activities to benefit disadvantaged communities; and

Whereas, these activities also support the implementation of Biddeford's 2023 Climate Action Plan; and

Whereas, The downtown Census Tracts 252.03, 252.04, 252.05, and 252.06 in Biddeford are designated low-to-moderate income by the U.S. Department of Housing and Urban Development (HUD) and as defined by the EPA; and

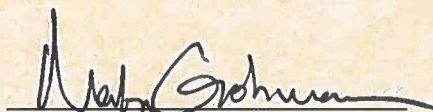
Whereas, this application will request funding for various climate action strategies, among these the establishment of a downtown "resilience hub;" and

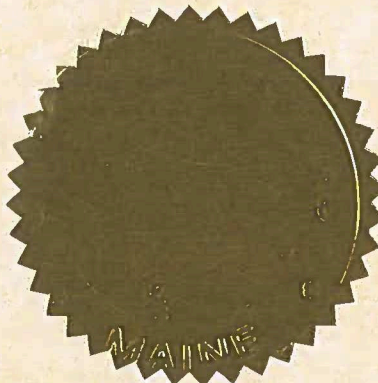
Whereas, resilience hubs are trusted facilities that help disadvantaged communities adapt to the changes brought on by climate change by enhancing overall well-being; and

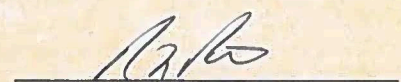
Whereas, the J. Richard Martin Community Center is a trusted community hub located within Census Tract 252.05;

Now, Therefore, be it Resolved that the City of Biddeford supports this grant application including the consideration of the J. Richard Martin Center as a resilience hub in Census Tract 252.05.

*In Witness Whereof, We the undersigned have herewith affixed
our signatures this 16th day of July 2024.*


Mayor




City Clerk

City of Biddeford

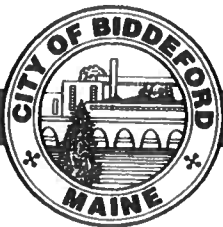


2024. 111 IN BOARD OF CITY COUNCIL...JULY 16, 2024
BE IT ORDERED, that I Martin Grohman, do hereby appoint:

Christopher (Scott) Joslin
Ward 2
Historic Preservation Commission-Associate Member
for a term to expire December 2027

Betsy Martin
Ward 1
Biddeford Citizen's Advisory Committee
for a term to expire December 2025

Attest by: _____
Robin Patterson, City Clerk



CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date:

6/14/24

Name:

CHRISTOPHER SCOTT JOSLIN (SCOTT)

Street Address:

BIDDEFORD, ME 04005

Mailing Address:
(if different)

(SAME AS ABOVE)

Phone Number(s):

Email Address:

Ward:

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

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

CITY OF BIDDEFORD
Committee Application

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

CO-FOUNDER & BOARD MEMBER - BIDDEFORD MILLS MUSEUM

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

I'VE BEEN IN COMMERCIAL CONSTRUCTION FOR 40 YEARS,
AND MILL REHAB FOR THE LAST 15 YEARS

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

~~NO~~ I WOULD LIKE TO CONTRIBUTE

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

Committee, Board, and Commission Application Form

Application

Name Elizabeth Martin (Betsy)

Pronouns Ms

Ward 1

Need to find your Ward?

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

(Section Break)

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

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? I am very interested in learning about this advisory committee and what I may be able to contribute. My background is in health care, and I'm interested to learn more about the enriching plans for our community.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. I have lived in Biddeford full-time for almost eight years and have visited Hills Beach my entire life. I am a retired RN but still work as a per diem companion. I volunteer my time as a board member of my local Hills Beach Community Association and also as Chair of Age-Friendly Biddeford to identify the most urgent needs in our aging community.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). Age-Friendly Biddeford, Chair - July 2023 to present

Hills Beach Association board member - July 2018 to present

*Hills Beach Association, President - July 2023 to present

Past Member (President) - Home Care Director's Assoc., Philadelphia, PA.

Past Member Pennsylvania State Home Care Association - member

City of Biddeford



2024.112 IN BOARD OF CITY COUNCIL... JULY 16, 2024

BE IT ORDERED, the Biddeford City Council does hereby vote for Marc Lessard, City Councilor for election to the MMA Legislative Policy Committee for the term of July 1, 2024 to July 30, 2026.

BE IT FURTHER ORDERED, that Mayor Martin Grohman be authorized to sign the MMA Ballott on behalf of the Biddeford City Council.

Attest by: _____
Robin Patterson, City Clerk



MAINE MUNICIPAL ASSOCIATION SINCE 1936

60 Community Drive | Augusta, ME 04330-9486

1-800-452-8786 (in state) | (t) 207-623-8428

(f) 207-624-0129

To: Key Municipal Officials of MMA's Member Municipalities
From: Diane Hines, President, Maine Municipal Association
Date: June 13, 2024
Re: Ballot for Election to MMA's Legislative Policy Committee



MMA's member municipalities have made their nominations for the 2024-2026 Legislative Policy Committee (LPC). It is now time to elect your representatives to serve on the committee. The enclosed election ballot must be completed by the Select Board or Town/City Council of your municipality.

Number of votes

A majority of municipalities are being asked to vote for two candidates, because there are two elected LPC members for most districts. Some municipalities only vote for one candidate, because the other LPC member in that district is appointed. ***You are instructed on the ballot (above the list of candidates) whether to vote for two candidates or just one.***

Candidate profiles

If you are not familiar with any of the candidates, please review the Candidate Profiles on the back of the ballot. Feel free, also, to contact the candidates directly.

Write-in candidates

In addition to the candidates listed on the ballot, you may vote for a candidate whose name is not on the ballot by writing that person's name in. The write-in candidate need not be from your municipality but must be an elected or appointed official from a MMA member municipality in your Senate/LPC District. ***Check to be sure the write-in candidate is willing to serve if elected!*** Write-in candidates should be communicating their interest in serving among the municipal officers within their district.

If you are instructed to vote for two candidates and only one candidate is on the ballot, please use the "write-in" line for your second vote if you know of someone who is willing to serve.

Deadline for returning ballot

Return to ballot by 5:00 p.m. on **August 1, 2024** to Laura Ellis either in the enclosed envelope, via email (lellis@memun.org) or FAX: 624-0129

Your participation is important – Thank You!

OFFICIAL BALLOT – District 32

Maine Municipal Association's Legislative Policy Committee
July 1, 2024 – June 30, 2026

VOTE FOR **ONE** (*Biddeford appoints one member*):

☐

Mary Hoffman, Selectboard Member, Town of Hollis

☐

Marc Lessard, City Councilor, City of Biddeford

☐

_____ (name) _____ (position) _____ (municipality) ( write in)

Candidate Profiles Are On Reverse Side

MUNICIPALITY: _____ DATE: _____



BY SELECTMEN/COUNCILORS:

_____ signature

_____ print name

_____ signature

_____ print name

_____ signature

_____ print name

_____ signature

_____ print name

_____ signature

_____ print name

Return by 5:00 p.m., August 1, 2024 to:

Laura Ellis, Maine Municipal Association
lellis@memun.org
Fax: 624-0129

LPC Senate District 32 *(Biddeford appoints one member)*

Arundel
Biddeford

Dayton
Hollis

Lyman

Candidate Profile:

Mary Hoffman has served on the Selectboard in the Town of Hollis for the past four years and served for three years on the Budget Committee prior to that. While serving on the Selectboard she assisted in writing a marijuana opt-in ordinance to allow for all services for adult use and medical marijuana. She has served on the LPC for this past term and would like to continue her service to keep abreast of issues that the Legislature is working on and to monitor action results on major municipal issues, such as fire/EMS recruitment and retention, general assistance funding and public safety.

Marc Lessard has served as City Councilor At Large for the past 20 years. During that time, he has served as council president and on several committees, including the Finance Committee, Operations Committee, Waste Management Committee, Recreation Committee, Zoning Board of Appeals and Capital Projects Committee. Marc also serves on the Maine Milk Commission. He would like to serve on the LPC to bring his vast experience for the benefit of society.

City of Biddeford

City Council

June 18, 2024 at 6:00 PM

City Hall Council Chambers & Zoom

1. Roll Call

Council President LaFountain - present

Councilor Lessard - excused

Councilor Ortiz - present

Councilor Emhiser - present

Councilor Whiting - present

Councilor Beaupre - present

Councilor Gross - present

Councilor Belanger - present

Councilor Doughty - present

2. Pledge of Allegiance

3. Adjustment(s) to Agenda - None

4. Recognition

4.a Retirement of Captain Peter Anton from the Biddeford Fire Department

5. Appointments

5.a Mayoral Appointments to a Committee -Council

Motion: Councilor LaFountain

Second: Councilor Whiting

Vote: Unanimous in favor.

Motion passed.

5.b Mayoral Appointment to a Committee -Citizen

Motion: Councilor Emhiser

Second: Councilor LaFountain

Vote: Unanimous in favor.

Motion passed.

6. Proclamation

Mayor Grohman read the proclamations

6.a Juneteenth- PROCLAMATION

6.b Parks and Recreation Month- PROCLAMATION

7. Presentation

7.a Recreation Commission Update to Council

Joe McKenney, Chair of the Recreation Commission presented to the Council

8. Public Addressing the Council

One person mentioned the Heart of Biddeford 20th anniversary, there is information on their website regarding events and achievements.

Another citizen explained his process with permits to tear down a shed and questioned the amount versus building a new one. The City Manager will check into it.

9. Consideration of Minutes

9.a 20240604 City Council Meeting Minutes

Motion: Councilor Beaupre

Second: Councilor Emhiser

Vote: Unanimous in favor.

Motion passed.

10. Second Reading 10.a Special Events Policy

Motion: Councilor Beaupre

Second: Councilor Emhiser

Vote: Unanimous in favor

Motion passed.

11. Orders of the Day

11.a Special Events Application La Kermesse to serve beer/wine

Motion: Councilor Beaupre

Second: Councilor Belanger

Vote: Unanimous in favor.

Motion passed.

11.b Gilbert Boucher Park Bath House update

Motion: Councilor LaFountain

Second: Councilor Emhiser

City Manager Jim Bennett reviewed the components of the bath house project and there will be some policy decisions for Council to make. Some of the recommendations will be going to the Capital Committee, some funding will come from the insurance policy and the remaining amount will have to go through the finance process. He explained the timing of each phase. City Manager Bennett discussed the decisions that would need to be made regarding the septic connection and the pump station. He reviewed the rest of the project costs. If the Council decides to move forward staff will immediately move forward with the RFP process for the design/build. It will come back to Council for approval. If Council moves forward with the septic connection to wastewater and the pump station, as well as the parking lot upgrades then he will come back with final funding recommendations at the time of the RFP bids. Staff is looking for direction from Council on the project either for the total amount presented or motion to reduce it by the sections they do not want to pursue at this time.

Councilor Beaupre – the vote is for the RFP, he is willing to include the entire project as each item will have to come back to the Finance Committee and Council for approval. He wanted to know the timing. He supports the project as presented.

City Manager Bennett – some of the work has to be done this year, laying the pipe for the pump station should start now, the paving at the end of the season, some of the in-house work should start now; and some of the safety items on the miscellaneous list should be purchased now. He suggested the order be amended to authorize staff to proceed with the project as listed subject to purchasing requirements as dictated by current policy.

Councilor Beaupre – motion to amend the order to authorize staff to proceed with the project in the amount not to exceed \$352,450 subject to all purchasing requirements.

Second: Councilor LaFountain

Councilor Belanger – supports the project but has questions on the specificity. Would rather move forward with the pump station, buy the misc items, and beach access but would like more environmental information on the parking lot and rfps on the rest.

Councilor LaFountain – checking with Councilor Belanger would like bathhouse and parking lot to go to RFP and the rest is ok?

City Manager – both of those items would need an RFP by current purchasing requirements. The rest require the normal purchasing process.

Public Works Director Jeff Demers reviewed the project, the timelines and the savings by doing it in-house. The goal for the pump station installation is November 1st.

Councilor Emhiser is in favor of the project, set aside the parking lot for environmental questions in a sensitive area.

Councilor Belanger – clarified the amendment to state “go to RFP for the bathhouse design and the parking lot design and authorize all other items as listed”.

Vote on the amendment: Unanimous in favor.

Amendment passed.

Councilor LaFountain – suggested that when we do go to RFP on the bathhouse it would be good to check with the Biddeford Regional Center of Technology and see if they can participate.

Vote as amended: Unanimous in favor.

Motion passed.

11.c Approval of Bid for Playground RFP

Motion: Councilor Whiting

Second: Councilor LaFountain

Recreation Director Lisa Thompson gave an overview of the bids, the reasons for the selection and the timing of the project.

Councilor Doughty asked about the relocation and possible replacement. Director Thompson explained that the replacement would be decided in the future.

Councilor Ortiz – spoke in favor of the project, playgrounds are an item that the citizens have been looking for.

Vote: Unanimous in favor.

Motion passed.

11.d Approval to Purchase and Haul Gravel

Motion: Councilor LaFountain

Second: Councilor Whiting

Public Works Director Jeff Demers explained the need for this item. The conditions of the pad for the project are too soft to add hot top now. The project will still be under budget. He is recommending to use Shaw Brothers as discussed in the Finance Committee.

Councilor Belanger: motion to authorize the additional work to be done on the proposed composting pads for \$158,510, funded from the original account 3117961-61015.

Vote: Unanimous in favor.

Motion passed.

11.e Bid Approval: Lead Hazard Reduction at 14 Gove St

Motion: Councilor LaFountain

Second: Councilor Belanger

Councilor LaFountain – this went to bid twice and the amount is within an acceptable range.

Mayor Grohman – the project is for several affordable housing units.

Vote: Unanimous in favor.

Motion passed.

11.f Approval to Contract with Maine Water for Sewer Billing

Motion: Councilor Beaupre

Second: Councilor Emhiser

COO Brian Phinney explained the process to outsource the sewer billing, there will be an account review phase and then the transfer of the billing. Others in the area are using it and are very happy.

Councilor Emhiser asked how they would handle the Biddeford Pool area. COO Phinney said it would be same process. Councilor Emhiser is in support of this, it will be best in the long run.

Councilor Belanger asked about some of the non-routine aspects of the contract.

Vote: Unanimous in favor.

Motion passed.

11.g Rezoning Request / 118 Alfred Street (Tax Map & Lot# 38-303-1) from MSRD-2 to

MSRD-1 / First Reading

Motion: Councilor Beaupre

Second: Councilor Belanger

Councilor Whiting asked about the driveway shown on the satellite map, traffic studies and outside speakers.

Councilor Ortiz asked about the public hearing procedures, is worried about zone creep.

Councilor Beaupre verified that there would two readings, the next one is on July 16th.

City Planner David Galbriath said it will still have to go before the Planning Board with abutter notices.

Vote: 6 yeas – Councilors LaFountain, Belanger, Gross, Beaupre, Emhiser and Doughty.

2 nays – Councilors Ortiz and Whiting.

Motion passed.

11.h Zoning Ordinance Text Amendment: Code of Ordinances, Part III: Land Development

Regulations, Article XII Floodplain Management Ordinance – FIRST READING

Motion: Councilor Beaupre

Second: Councilor Emhiser

City Planner Galbraith explained the importance of the document for FEMA and the citizens.

Vote: Unanimous in favor.

Motion passed.

12. Public Addressing the Council

One resident spoke about a bicycle accident that happened in 6-11-24 and a biking survey he participated in with the City of Belfast, it would be good to do here.

13. City Manager Report

The City will have cooling centers available this week.

There was an electrical fire with a waste truck, they are still investigating it.

Public Works encountered a sink hole yesterday as they were replacing old clay pipes.

The Unhoused plan is still on track for July 8th.

He will check into the availability of the digital archives.

14. Other Business

Councilor Ortiz said the beach bash event went really great and was family friendly.

15. Council President Addressing the Council

Council President LaFountain welcomed Councilor Doughty, it is nice to have a full council again. He mentioned bringing 15 visitors from a US State Department exchange program to Biddeford on Election Day.

16. Mayor Addressing the Council

Mayor Grohman reminded everyone to keep up the great work minimizing food waste in the recycling program. Kindergarten enrollment is up for this fall. He encouraged everyone to get out and enjoy the La Kermesse festival this weekend.

17. Adjourn

Motion to adjourn by Councilor Belanger at 8:09 pm

Second: Councilor Emhiser

Vote: Unanimous in favor.

Meeting adjourned.

City of Biddeford

City Council

June 28, 2024 at 9:30 AM

Via Zoom

1. Roll Call

Council President LaFountain - present
Councilor Lessard - excused
Councilor Ortiz - excused
Councilor Emhiser - present
Councilor Whiting - present
Councilor Beaupre - present
Councilor Doughty - present
Councilor Gross - excused
Councilor Belanger - present

2. Pledge of Allegiance

3. Adjustment(s) to Agenda

Items 6.a and 6.c will be discussed before 6.b

4. Public Addressing the Council

One comment about the challenges trying to log into this zoom meeting.

City Manager Bennett reminded everyone of the new zoom rules adopted by Council earlier this year, specifically that people need to create a zoom account to log in.

5. Presentation

5.a Update on the Implementation of the Unhoused Directive

5.a New Approach for Serving Unhoused Residents

Danica Lamontagne, Assistant to the City Manager, reviewed the information on the new approach to serving unhoused residents.

6. Orders of the Day

6.a 2024.108 Approval/PD Cruiser Purchase

Motion: Councilor Emhiser

Second: Councilor Belanger

Police Chief Fisk gave an overview of the purchase options, what was included and the timing.

Councilor Beaupre spoke in support of the purchase.

City Manager Jim Bennett recommended funding these from the FY24 budget and that the amount of insurance, trade-ins and outfitting for service is still evolving.

Vote: Unanimous in favor.

Motion passed.

6.c 2024.110 Authorization/Administrative Amendment to Adams Point Contract Zone

Motion: Councilor LaFountain

Second: Councilor Emhiser

City Manager Bennett explained that these are items that the closing team requested.

Vote: Unanimous in favor.

Motion passed.

7. Public Addressing the Council

One person requested that there be a good explanation of item 6.c including the costs.

Councilor Emhiser motion to go into executive session MRS 405 6 (d) Contracts at 10:14 am

Second: Councilor Whiting

Vote: Unanimous in favor.

Motion passed.

Councilor Beaupre – motion to come out of executive session at 11:20 am

Second: Councilor

Vote: Unanimous in favor.

Motion passed.

6.b 2024.109 Approval/Authorize City Manager to enter contract with Berry Dunn

Motion: Councilor Emhiser

Second: Councilor Beaupre

Councilor Belanger – there have been significant vacancies in the Finance department for the past year and a half and required entries were not done. This is a necessity to get the entries and reconciliation done for the audit. The cost is a concern.

Councilor Emhiser – this will allow staff to stay focused on their current tasks, funds are available from the prior staff vacancies to cover most of this. There will be monthly billing and periodic updates on the progress. The documents attached to the agenda explain the plan in detail.

Councilor Beaupre spoke in favor of this.

Councilor Belanger motion to amend to set up a project account in the amount of \$300,000 from the current fiscal year, FY24, to pay for this.

Second: Councilor Emhiser

Vote on the amendment: Unanimous in favor.

Amendment passed.

Vote on the order as amended: Unanimous in favor.

Motion passed.

8. Adjourn

Councilor Belanger – motion to adjourn at 11:30 am

Second: Councilor Beaupre

Vote: Unanimous in favor.

Meeting adjourned.



City Council

Meeting July 16, 2024

Date:

Meeting 6:00 PM

Time:

Agenda 11.a

Item No:

Item 2024.98 Zoning Ordinance Text Amendment: Code of Ordinances, Part III: Land

Description: Development Regulations, Article XII Floodplain Management Ordinance

Submitted David C.M. Galbraith, Deputy Development Director

By:

Supporting Information/Documentation:

Floodplain Management Ordinance Planning Board Hearing 2 6-6-24 FINAL red and blue,
Floodplain Managment Zoning Amendment. Order 2nd, Floodplain Management Ordinance
SECOND READING PB MEMO 6-5-2024

Key Terms:

Executive Summary:

Based upon discussions at a public hearing at the Planning Board's May 15, 2024, City Staff has prepared amended Floodplain Management Ordinance for City Council discussion and passage.

The proposed Floodplain Management Ordinance Amendments includes amended text and FEMA Flood Maps which will be adopted on or before July 17, 2024 as dictated by the Federal Emergency Management Agency (FEMA). This is the City Council's first reading of this Ordinance Amendment and a second reading will be required.

Detailed Review:

The proposed Ordinance amendment was first discussed at a public hearing at the Planning Board's May 15, 2024 and the second required hearing was conducted on June 5, 2024. The Board reviewed the proposed Ordinance Amendment, and voted 4-0-0 to forward a recommendation for Council approval as originally proposed and written.

The City of Biddeford received a Letter of Final Determination (LFD) from the Federal Emergency Management Agency (FEMA) which sets the effective date of the new Digital Flood Insurance Rate Maps (DFIRMs) for York County on or before July 17, 2024. The LFD marks the

beginning of a six-month time period for communities to update their local Floodplain Management Ordinances to reflect any changes since the last ordinance was adopted and to incorporate the new map date.

Biddeford must adopt an updated Floodplain Management Ordinance which references the new map date on or before July 17, 2024, in order to avoid being immediately suspended from the NFIP.

Suspension from the NFIP will have immediate affects, particularly for those with flood insurance policies in effect. Policies cannot be renewed and new policies cannot be written if the community is suspended. Obviously, the City does not want to see that happen to our citizens / property owners. Participation in the NFIP provides protection to those members of our community who may be affected by flooding. In addition, federal flood insurance is available to those who have federally backed mortgages in the floodplain. Another important benefit is our community's eligibility for disaster funding and low interest loans if/when our county is in a declared disaster area. This is all possible by way of our community's commitment to adopt, administer, and enforce its floodplain ordinance and our commitment to regulate development within Biddeford's flood prone areas.

Attached is a copy of the most current state model Floodplain Management Ordinance that has been customized specifically for the City of Biddeford. The attached Ordinance contains all the changes that have occurred at the federal and state level since our Floodplain Management Ordinance was last adopted / amended. As FEMA has very specific requirements regarding ordinance language, the City is being encouraged to adopt the Ordinance without changes. The Planning Board reviewed the Ordinance Amendment and forwarded a positive recommendation to the City Council to adopt the proposed Ordinance as written.

Funding Source:

Staff Recommendation:

As outlined above, Biddeford must adopt an updated Floodplain Management Ordinance which references the new map date on or before July 17, 2024, in order to avoid being immediately suspended from the NFIP. Staff is recommending the adoption of the proposed / attached Ordinance in addition to repealing the City's existing Ordinance, immediately following the adoption of the proposed Ordinance. Attached for the City Council's review is the proposed Amendments to the City's Floodplain Management Ordinance with proposed text highlighted in blue underline and text deletions shown in ~~red strikethrough~~. These changes reflect the adoption of the new standards in their entirety, and deleting our existing ordinance in their entirety, as recommended by the Department of Agriculture, Conservation & Forestry – Maine Floodplain Management Program.

FLOODPLAIN MANAGEMENT ORDINANCE

FOR THE

CITY OF BIDDEFORD, MAINE

ENACTED: _____
Date

EFFECTIVE: _____
Date

CERTIFIED BY: _____
Signature

CERTIFIED BY: _____
Print Name

Title

Affix Seal

City of Biddeford, Code of Ordinances
Part III: Land Development Regulations
Article XII Floodplain Management Ordinance

City Council – First Reading: June 18, 2024

FLOODPLAIN MANAGEMENT ORDINANCE

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City of Biddeford, Code of Ordinances
Part III: Land Development Regulations
Article XII Floodplain Management Ordinance

City Council – First Reading: June 18, 2024

ARTICLE I - PURPOSE AND ESTABLISHMENT

Certain areas of the City of Biddeford, Maine are subject to periodic flooding, causing serious damages to properties within these areas. Relief is available in the form of flood insurance as authorized by the National Flood Insurance Act of 1968.

Therefore, the City of Biddeford, Maine has chosen to become a participating community in the National Flood Insurance Program and agrees to comply with the requirements of the National Flood Insurance Act of 1968 (P.L. 90-488, as amended) as delineated in this Floodplain Management Ordinance.

It is the intent of the City of Biddeford, Maine to require the recognition and evaluation of flood hazards in all official actions relating to land use in the floodplain areas having special flood hazards.

The City of Biddeford has the legal authority to adopt land use and control measures to reduce future flood losses pursuant to Title 30-A MRSA, Sections 3001-3007, 4352, 4401-4407, and Title 38 MRSA, Section 440.

The National Flood Insurance Program, established in the aforesaid Act, provides that areas of the City of Biddeford having a special flood hazard be identified by the Federal Emergency Management Agency and that floodplain management measures be applied in such flood hazard areas. This Ordinance establishes a Flood Hazard Development Permit system and review procedure for development activities in the designated flood hazard areas of the City of Biddeford, Maine.

The areas of special flood hazard, Zones A, AE, and VE for the City of Biddeford, York County, Maine, identified by the Federal Emergency Management Agency in a report entitled “Flood Insurance Study – York County, Maine” dated July 17, 2024, with accompanying “Flood Insurance Rate Map” dated July 17, 2024, are hereby adopted by reference and declared to be a part of this Ordinance.

ARTICLE II - PERMIT REQUIRED

The Code Enforcement Officer shall be designated as the local Floodplain Administrator. The Floodplain Administrator shall have the authority to implement the commitment made to administer and enforce the requirements for participation in the National Flood Insurance Program.

Before any construction or other development (as defined in Article XIV), including the placement of manufactured homes, begins within any areas of special flood hazard established in Article I, a Flood Hazard Development Permit shall be obtained from the Code Enforcement Officer, except as provided in Article VII. This permit shall be in addition to any other permits which may be required pursuant to the codes and ordinances of the City of Biddeford, Maine.

ARTICLE III - APPLICATION FOR PERMIT

The application for a Flood Hazard Development Permit shall be submitted to the Code Enforcement Officer and shall include:

- A. The name, address, and phone number of the applicant, owner, and contractor;

City of Biddeford, Code of Ordinances
Part III: Land Development Regulations
Article XII Floodplain Management Ordinance

City Council – First Reading: June 18, 2024

- B. An address and a map indicating the location of the construction site;
 - C. A site plan showing locations of existing and/or proposed development, including but not limited to structures, sewage disposal facilities, water supply facilities, areas to be cut and filled, and lot dimensions;
 - D. A statement of the intended use of the structure and/or development;
 - E. A statement of the cost of the development including all materials and labor;
 - F. A statement as to the type of sewage system proposed;
 - G. Specification of dimensions of the proposed structure and/or development;
- [Items H-K.3. apply only to new construction and substantial improvements.]
- H. The elevation in relation to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD), or to a locally established datum in Zone A only, of the:
 - 1. base flood at the proposed site of all new or substantially improved structures, which is determined:
 - a. in Zones AE, and VE from data contained in the "Flood Insurance Study - York County, Maine," as described in Article I; or,
 - b. in Zone A:
 - (1) from any base flood elevation data from federal, state, or other technical sources (such as FEMA's Quick-2 model, FEMA 265), including information obtained pursuant to Article VI.M. and IX.D.; or,
 - (2) in the absence of all data described in Article III.H.1.b.(1), information to demonstrate that the structure shall meet the elevation requirement in Article VI.H.2.b., Article VI.I.2.b., or Article VI.J.2.b.
 - 2. highest and lowest grades at the site adjacent to the walls of the proposed building;
 - 3. lowest floor, including basement; and whether or not such structures contain a basement;
 - 4. lowest machinery and equipment servicing the building; and,
 - 5. level, in the case of non-residential structures only, to which the structure will be floodproofed.
 - I. A description of an elevation reference point established on the site of all developments for which elevation standards apply as required in Article VI;
 - J. A written certification by:

City of Biddeford, Code of Ordinances
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Article XII Floodplain Management Ordinance

City Council – First Reading: June 18, 2024

1. a Professional Land Surveyor that the grade elevations shown on the application are accurate; and,
2. a Professional Land Surveyor, registered professional engineer or architect that the base flood elevation shown on the application is accurate.

K. The following certifications as required in Article VI by a registered professional engineer or architect:

1. a Floodproofing Certificate (FEMA Form FF-206-FY-22-153, as amended), to verify that the floodproofing methods for any non-residential structures will meet the floodproofing criteria of Article VI.I., and other applicable standards in Article VI;
2. a V-Zone Certificate to verify that the construction in coastal high hazard areas, Zone VE and Coastal AE Zone, will meet the criteria of Article VI.R.; and other applicable standards in Article VI;
3. a Hydraulic Openings Certificate to verify that engineered hydraulic openings in foundation walls will meet the standards of Article VI.N.2.a.;
4. a certified statement that bridges will meet the standards of Article VI.O.;
5. a certified statement that containment walls will meet the standards of Article VI.P.

L. A description of the extent to which any water course will be altered or relocated as a result of the proposed development; and,

M. A statement of construction plans describing in detail how each applicable development standard in Article VI will be met.

ARTICLE IV - APPLICATION FEE AND EXPERT'S FEE

A non-refundable application fee shall be paid to the City through the Code Enforcement Office. This fee is separate from the other required permit and review fees.

- a. The fee for development projects will be \$100.
- b. In cases where projects meet the definition for minor development the fee shall be \$50.

An additional fee may be charged if the Code Enforcement Officer, Planning Board, and/or Board of Appeals needs the assistance of a professional engineer or other expert. The expert's fee shall be paid in full by the applicant within 10 days after the town submits a bill to the applicant. Failure to pay the bill shall constitute a violation of the ordinance and be grounds for the issuance of a stop work order. An expert shall not be hired by the municipality at the expense of an applicant until the applicant has either consented to such hiring in writing or been given an opportunity to be heard on the subject. An applicant who is dissatisfied with a decision to hire expert assistance may appeal that decision to the Board of Appeals.

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ARTICLE V - REVIEW STANDARDS FOR FLOOD HAZARD DEVELOPMENT PERMIT APPLICATIONS

The Code Enforcement Officer shall:

- A. Review all applications for the Flood Hazard Development Permit to assure that proposed developments are reasonably safe from flooding and to determine that all pertinent requirements of Article VI (Development Standards) have been, or will be met;
- B. Utilize, in the review of all Flood Hazard Development Permit applications:
 - 1. the base flood and floodway data contained in the "Flood Insurance Study - York County, Maine," as described in Article I;
 - 2. in special flood hazard areas where base flood elevation and floodway data are not provided, the Code Enforcement Officer shall obtain, review, and reasonably utilize any base flood elevation and floodway data from federal, state, or other technical sources, including information obtained pursuant to Article III.H.1.b.(1); Article VI.M.; and Article IX.D., in order to administer Article VI of this Ordinance; and,
 - 3. when the community establishes a base flood elevation in a Zone A by methods outlined in Article III.H.1.b.(1), the community shall submit that data to the Maine Floodplain Management Program.
- C. Make interpretations of the location of boundaries of special flood hazard areas shown on the maps described in Article I of this Ordinance;
- D. In the review of Flood Hazard Development Permit applications, determine that all necessary permits have been obtained from those federal, state, and local government agencies from which prior approval is required by federal or state law, including but not limited to Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1344;
- E. Notify adjacent municipalities, the Department of Environmental Protection, and the Maine Floodplain Management Program prior to any alteration or relocation of a water course and submit copies of such notifications to the Federal Emergency Management Agency;
- F. If the application satisfies the requirements of this Ordinance, approve the issuance of one of the following Flood Hazard Development Permits, based on the type of development:
 - 1. A two-part Flood Hazard Development Permit for elevated structures. Part I shall authorize the applicant to build a structure to and including the first horizontal floor only above the base flood level. At that time the applicant shall provide the Code Enforcement Officer with an "under construction" Elevation Certificate completed by a Professional Land Surveyor based on the Part I permit construction for verifying compliance with the elevation requirements of Article VI, paragraphs H., I., J., or R. Following review of the Elevation Certificate data, which shall take place within 72 hours of receipt of the application, the Code Enforcement Officer shall issue Part II of the Flood Hazard Development Permit. Part II shall authorize the applicant to complete the construction project; or,

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2. A Flood Hazard Development Permit for Floodproofing of Non-Residential Structures that are new construction or substantially improved non-residential structures that are not being elevated but that meet the floodproofing standards of Article VI.I.1. The application for this permit shall include a Floodproofing Certificate signed by a registered professional engineer or architect; or,
3. A Flood Hazard Development Permit for Minor Development for all development that is not new construction or a substantial improvement, such as repairs, maintenance, renovations, or additions, whose value is less than 50% of the market value of the structure. Minor development also includes but is not limited to: accessory structures as provided for in Article VI.L., mining, dredging, filling, grading, paving, excavation, drilling operations, storage of equipment or materials, deposition or extraction of materials, public or private sewage disposal systems or water supply facilities that do not involve structures; and non-structural projects such as bridges, dams, towers, fencing, pipelines, wharves, and piers.

For development that requires review and approval as a Conditional Use, as provided for in this Ordinance, the Flood Hazard Development Permit Application shall be acted upon by the Planning Board as required in Article VII.

- G. Maintain, as a permanent record, copies of all Flood Hazard Development Permit Applications, corresponding Permits issued, and data relevant thereto, including reports of the Board of Appeals on variances granted under the provisions of Article X of this Ordinance, and copies of Elevation Certificates, Floodproofing Certificates, Certificates of Compliance, and certifications of design standards required under the provisions of Articles III, VI, and VIII of this Ordinance.

ARTICLE VI - DEVELOPMENT STANDARDS

All developments in areas of special flood hazard shall meet the following applicable standards:

A. All Development - All development shall:

1. be designed or modified and adequately anchored to prevent flotation (excluding piers and docks), collapse, or lateral movement of the development resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
2. use construction materials that are resistant to flood damage;
3. use construction methods and practices that will minimize flood damage; and,
4. use electrical, heating, ventilation, plumbing, and air conditioning equipment, and other service facilities that are designed and/or located to prevent water from entering or accumulating within the components during flooding conditions.

- B. Water Supply** - All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems.

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- C. Sanitary Sewage Systems** - All new and replacement sanitary sewage systems shall be designed and located to minimize or eliminate infiltration of flood waters into the system and discharges from the system into flood waters.
- D. On Site Waste Disposal Systems** - On site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during floods.
- E. Watercourse Carrying Capacity** - All development associated with altered or relocated portions of a watercourse shall be constructed and maintained in such a manner that no reduction occurs in the flood carrying capacity of the watercourse.
- F. Utilities** - New construction or substantial improvement of any structure (including manufactured homes) located within:
1. Zones A and AE shall have the bottom of all electrical, heating, plumbing, ventilation and air conditioning equipment, permanent fixtures and components, HVAC ductwork and duct systems, and any other utility service equipment, facilities, machinery, or connections servicing a structure, elevated to at least one foot above the base flood elevation.
 2. Zone VE shall meet the requirements of Article VI.R.2.
- G. Physical Changes to the Natural Landscape** - Certain development projects, including but not limited to, retaining walls, sea walls, levees, berms, and rip rap, can cause physical changes that affect flooding conditions.
1. All development projects in Zones AE and VE that cause physical changes to the natural landscape shall be reviewed by a Professional Engineer to determine whether or not the project changes the base flood elevation, zone, and/or the flood hazard boundary line.
 - a. If the Professional Engineer determines, through the use of engineering judgement, that the project would not necessitate a Letter of Map Revision (LOMR), a certified statement shall be provided.
 - b. If the Professional Engineer determines that the project may cause a change, a hydrologic and hydraulic analysis that meets current FEMA standards shall be performed.
 2. If the hydrologic and hydraulic analysis performed indicates a change to the base flood elevation, zone, and/or the flood hazard boundary line, the applicant may submit a Conditional Letter of Map Revision (C-LOMR) request to the Federal Emergency Management Agency for assurance that the as-built project will result in a change to the Flood Insurance Rate Map. Once the development is completed, a request for a Letter of Map Revision (LOMR) shall be initiated.
 3. If the hydrologic and hydraulic analysis performed show a change to the base flood elevation, zone, and/or the flood hazard boundary line, as soon as practicable, but no later than 6 months after the completion of the project, the applicant shall submit the technical data to FEMA in the form of a Letter of Map Revision request.

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H. **Residential** - New construction or substantial improvement of any residential structure located within:

1. Zones AE shall have the lowest floor (including basement) elevated to at least one foot above the base flood elevation.
2. Zone A shall have the lowest floor (including basement) elevated:
 - a. to at least one foot above the base flood elevation utilizing information obtained pursuant to Article III.H.1.b.(1); Article V.B.; or Article IX.D., or;
 - b. in the absence of all data described in Article VI.H.2.a., to at least two feet above the highest adjacent grade to the structure.
3. Zone VE and Coastal AE Zone (as defined) shall meet the requirements of Article VI.R.

I. **Non-Residential** - New construction or substantial improvement of any non-residential structure located within:

1. Zones AE shall have the lowest floor (including basement) elevated to at least one foot above the base flood elevation, or together with attendant utility and sanitary facilities shall:
 - a. be floodproofed to at least one foot above the base flood elevation so that below that elevation the structure is watertight with walls substantially impermeable to the passage of water;
 - b. have structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy; and,
 - c. be certified by a registered professional engineer or architect that the floodproofing design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this section. Such certification shall be provided with the application for a Flood Hazard Development Permit, as required by Article III.K., and shall include a record of the elevation above mean sea level to which the structure is floodproofed.
2. Zone A shall have the lowest floor (including basement) elevated:
 - a. to at least one foot above the base flood elevation utilizing information obtained pursuant to Article III.H.1.b.(1); Article V.B.; or Article IX.D., or;
 - b. in the absence of all data described in Article VI.I.2.a., to at least two feet above the highest adjacent grade to the structure; or,
 - c. together with attendant utility and sanitary facilities, be floodproofed to one foot above the elevation established in Article VI.I.2.a. or b. and meet the floodproofing standards of Article VI.I.1.a., b., and c.

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5. Zone VE and Coastal AE Zone (as defined) shall meet the requirements of Article VI.R.

J. Manufactured Homes - New or substantially improved manufactured homes located within:

1. Zone AE shall:

- a. be elevated such that the lowest floor (including basement) of the manufactured home is at least one foot above the base flood elevation;
- b. be on a permanent foundation, which may be poured masonry slab or foundation walls, with hydraulic openings, or may be reinforced piers or block supports, any of which support the manufactured home so that no weight is supported by its wheels and axles; and,
- c. be securely anchored to an adequately anchored foundation system to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to:
 - (1) over-the-top ties anchored to the ground at the four corners of the manufactured home, plus two additional ties per side at intermediate points (manufactured homes less than 50 feet long require one additional tie per side); or by,
 - (2) frame ties at each corner of the home, plus five additional ties along each side at intermediate points (manufactured homes less than 50 feet long require four additional ties per side).
 - (3) All components of the anchoring system described in Article VI.J.1.c.(1) & (2) shall be capable of carrying a force of 4800 pounds.

2. Zone A shall:

- a. be elevated on a permanent foundation, as described in Article VI.J.1.b., such that the lowest floor (including basement) of the manufactured home is at least one foot above the base flood elevation utilizing information obtained pursuant to Article III.H.1.b.(1); Article V.B.; or Article IX.D.; or,
- b. in the absence of all data described in Article VI.J.2.a., to at least two feet above the highest adjacent grade to the structure; and,
- c. meet the anchoring requirements of VI.J.1.c.

5. Zone VE and Coastal AE Zone (as defined) shall meet the requirements of Article VI.R.

K. Recreational Vehicles - Recreational Vehicles located within:

1. Zones A and AE shall either:

- a. be on the site for fewer than 180 consecutive days; and,

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- b. be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or,
- c. be permitted in accordance with the elevation and anchoring requirements for "manufactured homes" in Article VI.J.1.

- 2. Zone VE and Coastal AE Zone (as defined) shall meet the requirements of either Article VI.K.1.a. and b., or Article VI.R.

L. Accessory Structures - New construction or substantial improvement of Accessory Structures, as defined in Article XIV, shall be exempt from the elevation criteria required in Article VI.H. & I. above, if all other requirements of Article VI and all the following requirements are met.

- 1. Accessory Structures located in Zones A and AE shall:

- a. meet the requirements of Article VI.A.1. through 4., as applicable;
- b. be limited in size to a one-story two car garage;
- c. have unfinished interiors and not be used for human habitation;
- d. have only ground fault interrupt electrical outlets. The electric service disconnect shall be located above the base flood elevation and, when possible, outside the Special Flood Hazard Area;
- e. be located outside the floodway;
- f. when possible be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters and be placed further from the source of flooding than is the primary structure;
- g. have hydraulic openings, as specified in Article VI.N.2., in at least two different walls of the accessory structure; and
- h. be located outside the Coastal AE Zone.

- 2. Accessory Structures in Zone VE and Coastal A Zones shall meet the requirements of Article VI.R.

M. Floodways -

- 1. In Zone AE riverine areas, encroachments, including fill, new construction, substantial improvement, and other development shall not be permitted within a regulatory floodway which is designated on the community's Flood Insurance Rate Map unless a technical evaluation certified by a registered professional engineer is provided demonstrating that such

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encroachments will not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

2. In Zones A and AE riverine areas, for which no regulatory floodway is designated, encroachments, including fill, new construction, substantial improvement, and other development shall not be permitted in the floodway as determined in Article VI.M.3. unless a technical evaluation certified by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing development and anticipated development:

- a. will not increase the water surface elevation of the base flood more than one foot at any point within the community; and,
- b. is consistent with the technical criteria contained in FEMA's guidelines and standards for flood risk analysis and mapping.

3. In Zones A and AE riverine areas, for which no regulatory floodway is designated, the regulatory floodway is determined to be the channel of the river or other water course and the adjacent land areas to a distance of one-half the width of the floodplain as measured from the normal high water mark to the upland limit of the floodplain.

N. Hydraulic Openings/Flood Vents - New construction or substantial improvement of any structure in Zones A and AE that meets the development standards of Article VI, including the elevation requirements of Article VI, paragraphs H., I., or J. and is elevated on posts, columns, piers, piles, or crawl spaces may be enclosed below the base flood elevation requirements provided all the following criteria are met or exceeded:

1. Enclosed areas are not "basements" as defined in Article XIV;
2. Enclosed areas shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood water. Designs for meeting this requirement must either:
 - a. be engineered and certified by a registered professional engineer or architect; or,
 - b. meet or exceed the following minimum criteria:
 - (1) a minimum of two openings having a total net area of not less than one square inch for every square foot of the enclosed area;
 - (2) the bottom of all openings shall be below the base flood elevation and no higher than one foot above the lowest grade; and,
 - (3) openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the entry and exit of flood waters automatically without any external influence or control such as human intervention, including the use of electrical and other non-automatic mechanical means;

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3. The enclosed area shall not be used for human habitation; and,

4. The enclosed areas are usable solely for building access, parking of vehicles, or storage.

O. **Bridges** - New construction or substantial improvement of any bridge in Zones A, AE, and VE shall be designed such that:

1. when possible, the lowest horizontal member (excluding the pilings or columns) is elevated to at least one foot above the base flood elevation; and,

2. a registered professional engineer shall certify that:

a. the structural design and methods of construction shall meet the elevation requirements of this section and the floodway standards of Article VI.M.; and,

b. the foundation and superstructure attached thereto are designed to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all structural components. Water loading values used shall be those associated with the base flood.

P. **Containment Walls** - New construction or substantial improvement of any containment wall located within:

1. Zones A, AE, and VE shall:

a. have the containment wall elevated to at least one foot above the base flood elevation;

b. have structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy; and,

c. be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this section. Such certification shall be provided with the application for a Flood Hazard Development Permit, as required by Article III.K.

Q. **Wharves, Piers, and Docks** - New construction or substantial improvement of wharves, piers, and docks are permitted in and over water and seaward of the mean high tide if the following requirements are met:

1. in Zones A and AE, wharves, piers, and docks shall comply with all applicable local, state, and federal regulations; or,

2. in Zone VE, wharves, piers, and docks shall have a registered professional engineer develop or review the structural design, specifications, and plans for the construction.

R. **Coastal Floodplains** -

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1. New construction located within Zones AE and VE shall be located landward of the reach of mean high tide except as provided in Article VI.R.7.
2. New construction or substantial improvement of any structure located within Zone VE or Coastal AE Zone shall have the bottom of all electrical, heating, plumbing, ventilation and air conditioning equipment, permanent fixtures and components, HVAC ductwork and duct systems, and any other utility service equipment, facilities, machinery, or connections servicing a structure, elevated to at least one foot above the base flood elevation. Systems, fixtures, equipment, and components shall not be mounted on or penetrate through walls intended to break away under flood loads.
3. New construction or substantial improvement of any structure located within Zone VE and Coastal AE Zones (as defined) shall:
 - a. be elevated on posts or columns such that:
 - (1) the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to at least one foot above the base flood elevation;
 - (2) the pile or column foundation and the elevated portion of the structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components; and,
 - (3) water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable state and local building standards.
 - b. have the space below the lowest floor:
 - (1) free of obstructions; or,
 - (2) constructed with open wood lattice-work, or insect screening intended to collapse under wind and water without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting piles or columns; or,
 - (3) constructed with non-supporting breakaway walls that have a design safe loading resistance of not less than 10 or more than 20 pounds per square foot.
 - c. require a registered professional engineer or architect to:
 - (1) develop or review the structural design, specifications, and plans for the construction, which must meet or exceed the technical criteria contained in the *Coastal Construction Manual*, (FEMA-55); and,
 - (2) certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the criteria of Article VI.R.3.

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4. The use of fill for structural support in Zone VE and Coastal AE Zones is prohibited.
5. Human alteration of sand dunes within Zone VE and Coastal AE Zones is prohibited unless it can be demonstrated that such alterations will not increase potential flood damage.
6. The area below the lowest floor shall be used solely for parking vehicles, building access, and storage.
7. Conditional Use - Lobster sheds and fishing sheds may be located seaward of mean high tide and shall be exempt from the elevation requirement in Article VI.I. only if permitted as a Conditional Use following review and approval by the Planning Board, as provided in Article VII, and if all the following requirements and those of Article VI.A., VI.M., and VI.N. are met:
 - a. The conditional use shall be limited to low value structures such as metal or wood sheds 200 square feet or less and shall not exceed more than one story.
 - b. The structure shall be securely anchored to the wharf or pier to resist flotation, collapse, and lateral movement due to the effect of wind and water loads acting simultaneously on all building components.
 - c. The structure will not adversely increase wave or debris impact forces affecting nearby buildings.
 - d. The structure shall have unfinished interiors and shall not be used for human habitation.
 - e. Any mechanical, utility equipment, and fuel storage tanks must be anchored and either elevated or floodproofed to at least one foot above the base flood elevation.
 - f. All electrical outlets shall be ground fault interrupt type. The electrical service disconnect shall be located on shore above the base flood elevation and, when possible, outside the Special Flood Hazard Area.

ARTICLE VII - CONDITIONAL USE REVIEW

The Planning Board shall hear and decide upon applications for conditional uses provided for in this Ordinance. The Planning Board shall hear and approve, approve with conditions, or disapprove all applications for conditional uses. An applicant informed by the Code Enforcement Officer that a Conditional Use Permit is required shall file an application for the permit with the Planning Board.

A. Review Procedure for a Conditional Use Flood Hazard Development Permit

1. The Flood Hazard Development Permit Application with additional information attached addressing how each of the conditional use criteria specified in the Ordinance will be satisfied may serve as the permit application for the Conditional Use Permit.
2. Before deciding any application, the Planning Board shall hold a public hearing on the application within thirty days of their receipt of the application.

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3. If the Planning Board finds that the application satisfies all relevant requirements of the ordinance, the Planning Board must approve the application or approve with conditions within 45 days of the date of the public hearing.
4. A Conditional Use Permit issued under the provisions of this Ordinance shall expire if the work or change involved is not commenced within 180 days of the issuance of the permit by the Planning Board.
5. The applicant shall be notified by the Planning Board in writing over the signature of the Chairman of the Planning Board that flood insurance is not available for structures located entirely over water or seaward of mean high tide.

B. Expansion of Conditional Uses

1. No existing building or use of premises may be expanded or enlarged without a permit issued under this section if that building or use was established or constructed under a previously issued Conditional Use Permit or if it is a building or use which would require a Conditional Use Permit if being newly-established or constructed under this Ordinance.

ARTICLE VIII - CERTIFICATE OF COMPLIANCE

No land in a special flood hazard area shall be occupied or used and no structure which is constructed or substantially improved shall be occupied until a Certificate of Compliance is issued by the Code Enforcement Officer subject to the following provisions:

A. For New Construction or Substantial Improvement of any elevated structure the applicant shall submit to the Code Enforcement Officer:

1. an Elevation Certificate completed by a Professional Land Surveyor for compliance with Article VI, paragraphs H., I., J., or R.; and,
2. for structures in Zone VE and Coastal AE Zone (as defined), certification by a registered professional engineer or architect that the design and methods of construction used are in compliance with Article VI.R.3.

B. The applicant shall submit written notification to the Code Enforcement Officer that the development is complete and complies with the provisions of this ordinance.

C. Within 10 working days, the Code Enforcement Officer shall:

1. review the required certificate(s) and the applicant's written notification; and,
2. upon determination that the development conforms to the provisions of this ordinance, shall issue a Certificate of Compliance.

ARTICLE IX - REVIEW OF SUBDIVISION AND DEVELOPMENT PROPOSALS

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The Planning Board shall, when reviewing subdivisions and other proposed developments that require review under other federal law, state law, local ordinances or regulations, and all projects on 5 or more disturbed acres, or in the case of manufactured home parks divided into two or more lots, assure that:

- A. All such proposals are consistent with the need to minimize flood damage.
- B. All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damages.
- C. Adequate drainage is provided so as to reduce exposure to flood hazards.
- D. All proposals include base flood elevations, flood boundaries, and, in a riverine floodplain, floodway data. These determinations shall be based on engineering practices recognized by the Federal Emergency Management Agency.
- E. Any proposed development plan must include a condition of plan approval requiring that structures on any lot in the development having any portion of its land within a Special Flood Hazard Area are to be constructed in accordance with Article VI of this ordinance. Such requirement will be included in any deed, lease, purchase and sale agreement, or document transferring or expressing an intent to transfer any interest in real estate or structure, including but not limited to a time-share interest. The condition shall clearly articulate that the municipality may enforce any violation of the construction requirement and that fact shall also be included in the deed or any other document previously described. The construction requirement shall also be clearly stated on any map, plat, or plan to be signed by the Planning Board or local reviewing authority as part of the approval process.

ARTICLE X - APPEALS AND VARIANCES

The Board of Appeals of the City of Biddeford may, upon written application of an aggrieved party, hear and decide appeals where it is alleged that there is an error in any order, requirement, decision, or determination made by, or failure to act by, the Code Enforcement Officer or Planning Board in the administration or enforcement of the provisions of this Ordinance.

The Board of Appeals may grant a variance from the requirements of this Ordinance consistent with state law and the following criteria:

- A. Variances shall not be granted within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.
- B. Variances shall be granted only upon:
 - 1. a showing of good and sufficient cause; and,
 - 2. a determination that should a flood comparable to the base flood occur, the granting of a variance will not result in increased flood heights, additional threats to public safety, public expense, or create nuisances, cause fraud or victimization of the public, or conflict with existing local laws or ordinances; and,

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- 3. a showing that the issuance of the variance will not conflict with other state, federal, or local laws or ordinances; and,
- 4. a determination that failure to grant the variance would result in "undue hardship," which in this sub-section means:
 - a. that the land in question cannot yield a reasonable return unless a variance is granted; and,
 - b. that the need for a variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood; and,
 - c. that the granting of a variance will not alter the essential character of the locality; and,
 - d. that the hardship is not the result of action taken by the applicant or a prior owner.
- C. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief, and the Board of Appeals may impose such conditions to a variance as is deemed necessary.
- D. Variances may be issued for new construction, substantial improvements, or other development for the conduct of a functionally dependent use provided that:
 - 1. the criteria of Article X.A. through C. and Article VI.M. are met; and,
 - 2. the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.
- E. Variances may be issued for the repair, reconstruction, rehabilitation, or restoration of Historic Structures upon the determination that:
 - 1. the development meets the criteria of Article X.A. through C.; and,
 - 2. the proposed repair, reconstruction, rehabilitation, or restoration will not preclude the structure's continued designation as a Historic Structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- F. Variances may be issued for new construction and substantial improvement of Agricultural Structures being used for the conduct of agricultural uses provided that:
 - 1. the development meets the criteria of Article X.A. through C.; and,
 - 2. the development meets the criteria of Article VI.M. and Article VI.N.
- G. Any applicant who meets the criteria of Article X.A. through C. and Article X.D., E., or F. shall be notified by the Board of Appeals in writing over the signature of the Chairman of the Board of Appeals that:

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1. the issuance of a variance to construct a structure below the base flood level will result in greatly increased premium rates for flood insurance up to amounts as high as \$25 per \$100 of insurance coverage; and,
2. such construction below the base flood level increases risks to life and property; and,
3. the applicant agrees in writing that the applicant is fully aware of all the risks inherent in the use of land subject to flooding, assumes those risks, and agrees to indemnify and defend the municipality against any claims filed against it that are related to the applicant's decision to use land located in a floodplain and that the applicant individually releases the municipality from any claims the applicant may have against the municipality that are related to the use of land located in a floodplain.

H. Appeal Procedure for Administrative and Variance Appeals

1. An administrative or variance appeal may be taken to the Board of Appeals by an aggrieved party within thirty days after receipt of a written decision of the Code Enforcement Officer or Planning Board.
2. Upon being notified of an appeal, the Code Enforcement Officer or Planning Board, as appropriate, shall transmit to the Board of Appeals all of the documents constituting the record of the decision appealed from.
3. The Board of Appeals shall hold a public hearing on the appeal within thirty-five days of its receipt of an appeal request.
4. The person filing the appeal shall have the burden of proof.
5. The Board of Appeals shall decide all appeals within thirty-five days after the close of the hearing and shall issue a written decision on all appeals.
6. The Board of Appeals shall submit to the Code Enforcement Officer a report of all variance actions, including justification for the granting of the variance and an authorization for the Code Enforcement Officer to issue a Flood Hazard Development Permit, which includes any conditions to be attached to said permit.
7. Any aggrieved party who participated as a party during the proceedings before the Board of Appeals may take an appeal to Superior Court in accordance with State laws within forty-five days from the date of any decision of the Board of Appeals.

ARTICLE XI - ENFORCEMENT AND PENALTIES

- A. It shall be the duty of the Code Enforcement Officer to enforce the provisions of this Ordinance pursuant to Title 30-A MRSA § 4452.
- B. The penalties contained in Title 30-A MRSA § 4452 shall apply to any violation of this Ordinance.

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C. In addition to other actions, the Code Enforcement Officer, upon identifying a violation, may submit a declaration to the Administrator of the Federal Insurance Administration requesting a flood insurance denial. The valid declaration shall consist of:

1. the name of the property owner and address or legal description of the property sufficient to confirm its identity or location;
2. a clear and unequivocal declaration that the property is in violation of a cited State or local law, regulation, or ordinance;
3. a clear statement that the public body making the declaration has authority to do so and a citation to that authority;
4. evidence that the property owner has been provided notice of the violation and the prospective denial of insurance; and,
5. a clear statement that the declaration is being submitted pursuant to Section 1316 of the National Flood Insurance Act of 1968, as amended.

ARTICLE XII - VALIDITY AND SEVERABILITY

If any section or provision of this Ordinance is declared by the courts to be invalid, such decision shall not invalidate any other section or provision of this Ordinance.

ARTICLE XIII - CONFLICT WITH OTHER ORDINANCES

This Ordinance shall not in any way impair or remove the necessity of compliance with any other applicable rule, ordinance, regulation, bylaw, permit, or provision of law. Where this Ordinance imposes a greater restriction upon the use of land, buildings, or structures, the provisions of this Ordinance shall control.

ARTICLE XIV - DEFINITIONS

Unless specifically defined below, words and phrases used in this Ordinance shall have the same meaning as they have at common law, and to give this Ordinance its most reasonable application. Words used in the present tense include the future, the singular number includes the plural, and the plural number includes the singular. The word "may" is permissive; "shall" is mandatory and not discretionary.

Accessory Structure - a structure which is on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure.

Adjacent Grade - the natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

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Agricultural Structure - structures that are used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

Area of Special Flood Hazard - land in the floodplain having a one percent or greater chance of flooding in any given year, as specifically identified in the Flood Insurance Study cited in Article I of this Ordinance.

Base Flood - a flood having a one percent chance of being equaled or exceeded in any given year, commonly called the 100-year flood.

Basement - any area of a building that includes a floor that is subgrade (below ground level) on all sides.

Breakaway Wall - a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Building - see **Structure**.

Certificate of Compliance - a document signed by the Code Enforcement Officer stating that a structure is in compliance with all of the provisions of this Ordinance.

Coastal AE Zone - The portion of the Coastal High Hazard Area with wave heights between 1.5 feet and 3.0 feet and bounded by a line labeled the “Limit of Moderate Wave Action” (LiMWA) on a Flood Insurance Rate Map (FIRM). VE Zone floodplain construction standards are applied to development, new construction, and substantial improvements in the Coastal AE Zone.

Coastal High Hazard Area - An area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal High Hazard Areas are designated as Zone VE and Zone AE bounded by a line labeled “Limit of Moderate Wave Action” (LiMWA) on a Flood Insurance Rate Map (FIRM).

Code Enforcement Officer - a person certified under Title 30-A MRSA, Section 4451 (including exceptions in Section 4451, paragraph 1) and employed by a municipality to enforce all applicable comprehensive planning and land use laws.

Conditional Use - a use that, because of its potential impact on surrounding areas and structures, is permitted only upon review and approval by the Planning Board pursuant to Article VII.

Containment Wall - a wall surrounding all sides of an above ground tank to contain any spills or leaks.

Development - any manmade change to improved or unimproved real estate. This includes, but is not limited to, buildings or other structures; mining, dredging, filling, grading, paving, excavation, drilling operations or storage of equipment or materials; and the storage, deposition, or extraction of materials.

Elevated Building - a non-basement building that is:

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- a. built, in the case of a building in Zones A or AE, so that the top of the elevated floor, or in the case of a building in Zone VE or Coastal AE Zone, to have the bottom of the lowest horizontal structural member of the elevated floor, elevated above the ground level by means of pilings, columns, posts, or piers; and,
- b. adequately anchored to not impair the structural integrity of the building during a flood of up to one foot above the magnitude of the base flood.

In the case of Zones A or AE, **Elevated Building** also includes a building elevated by means of fill or solid foundation perimeter walls with hydraulic openings sufficient to facilitate the unimpeded movement of flood waters, as required in Article VI.N. In the case of Zone VE and Coastal AE Zone, **Elevated Building** also includes a building otherwise meeting the definition of elevated building, even though the lower area is enclosed by means of breakaway walls, if the breakaway walls meet the standards of Article VI.R.3.b.(3).

Elevation Certificate - an official form (FEMA Form FF-206-FY-22-152, as amended) that is used to verify compliance with the floodplain management regulations of the National Flood Insurance Program.

Existing Manufactured Home Park or Subdivision - a manufactured home park or subdivision that was recorded in the deed registry prior to the adoption date of the community's first floodplain management regulations.

Flood or Flooding -

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - 1. The overflow of inland or tidal waters.
 - 2. The unusual and rapid accumulation or runoff of surface waters from any source.
- b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph a.1. of this definition.

Flood Elevation Study - an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations.

Flood Insurance Rate Map (FIRM) - an official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study - see **Flood Elevation Study**.

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Floodplain or Floodprone Area - any land area susceptible to being inundated by water from any source (see **Flood or Flooding**).

Floodplain Management - the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

Floodplain Management Regulations - zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance), and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodproofing - any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and contents.

Floodway - see **Regulatory Floodway**.

Floodway Encroachment Lines - the lines marking the limits of floodways on federal, state, and local floodplain maps.

Freeboard - a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. Freeboard tends to compensate for the many unknown factors, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed, which could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions.

Functionally Dependent Use - a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Historic Structure - any structure that is:

- a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary of the Interior to qualify as a registered historic district;
- c. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or,
- d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

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1. By an approved state program as determined by the Secretary of the Interior, or,
2. Directly by the Secretary of the Interior in states without approved programs.

Limit of Moderate Wave Action (LiMWA) - The landward limit of the 1.5 foot breaking wave within a Coastal AE Zone. These areas are bounded by a line labeled “Limit of Moderate Wave Action” (LiMWA) on a Flood Insurance Rate Map (FIRM). The LiMWA line delineates that portion of the Special Flood Hazard Area (SFHA) landward of a VE zone in which the principal sources of flooding are astronomical high tides, storm surges, or tsunamis, not riverine sources. These areas may be subject to wave effects, velocity flows, erosion, scour, or combinations of these forces. The floodplain development and construction standards for VE Zones will be applied in the Coastal AE Zone.

Locally Established Datum - for purposes of this ordinance, an elevation established for a specific site to which all other elevations at the site are referenced. This elevation is generally not referenced to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD), or any other established datum and is used in areas where Mean Sea Level data is too far from a specific site to be practically used.

Lowest Floor - the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements described in Article VI.N. of this Ordinance.

Manufactured Home - a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term manufactured home also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days.

Manufactured Home Park or Subdivision - a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean Sea Level - for the purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD), or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

Minor Development - all development that is not new construction or a substantial improvement, such as repairs, maintenance, renovations, or additions, whose value is less than 50% of the market value of the structure. It also includes but is not limited to: accessory structures as provided for in Article VI.L., mining, dredging, filling, grading, paving, excavation, drilling operations, storage of equipment or materials, deposition or extraction of materials, public or private sewage disposal systems or water supply facilities that do not involve structures; and non-structural projects such as bridges, dams, towers, fencing, pipelines, wharves, and piers.

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National Geodetic Vertical Datum (NGVD) - the national vertical datum, a standard established in 1929, which is used by the National Flood Insurance Program (NFIP). NGVD is based upon mean sea level in 1929 and has been called “1929 Mean Sea Level” (MSL).

New Construction - structures for which the "start of construction" commenced on or after the effective date of the initial floodplain management regulations adopted by a community and includes any subsequent improvements to such structures.

North American Vertical Datum (NAVD) - the national datum whose standard was established in 1988, which is the new vertical datum used by the National Flood Insurance Program (NFIP) for all new Flood Insurance Rate Maps. NAVD is based upon the vertical data used by other North American countries such as Canada and Mexico and was established to replace NGVD because of constant movement of the earth's crust, glacial rebound and subsidence, and the increasing use of satellite technology.

100-year flood - see **Base Flood**.

Recreational Vehicle - a vehicle that is:

- a. built on a single chassis;
- b. 400 square feet or less when measured at the largest horizontal projection, not including slideouts;
- c. designed to be self-propelled or permanently towable by a motor vehicle; and,
- d. designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory Floodway -

- a. the channel of a river or other water course and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height, and,
- b. when not designated on the community's Flood Insurance Rate Map, it is considered to be the channel of a river or other water course and the adjacent land areas to a distance of one-half the width of the floodplain, as measured from the normal high water mark to the upland limit of the floodplain.

Riverine - relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Special Flood Hazard Area - see **Area of Special Flood Hazard**.

Start of Construction - the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, substantial improvement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a

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manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, or modification of any construction element, whether or not that alteration affects the external dimensions of the building.

Structure - for floodplain management purposes, a walled and roofed building. A gas or liquid storage tank that is principally above ground is also a structure.

Substantial Damage - damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damage condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement - any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or,
- b. Any alteration of a Historic Structure, provided that the alteration will not preclude the structure's continued designation as a historic structure, and a variance is obtained from the Board of Appeals.

Variance - a grant of relief by a community from the terms of a floodplain management regulation.

Violation - the failure of a structure or development to comply with a community's floodplain management regulations.

ARTICLE XV - ABROGATION

This ordinance repeals and replaces any municipal ordinance previously enacted to comply with the National Flood Insurance Act of 1968 (P.L. 90-488, as amended).

ARTICLE XVI - DISCLAIMER OF LIABILITY

The degree of flood protection required by the ordinance is considered reasonable but does not imply total flood protection.

Section 1 Purpose and establishment.

[Ord. No. 2006.26,^[1] 5-2-2006]

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~~Certain areas of the City of Biddeford, Maine are subject to periodic flooding, causing serious damages to properties within these areas. Relief is available in the form of flood insurance as authorized by the National Flood Insurance Act of 1968.~~

~~Therefore, the City of Biddeford, Maine has chosen to become a participating community in the National Flood Insurance Program, and agrees to comply with the requirements of the National Flood Insurance Act of 1968 (P.L. 90-488, as amended) as delineated in this Floodplain Management Ordinance.~~

~~It is the intent of the City of Biddeford, Maine to require the recognition and evaluation of flood hazards in all official actions relating to land use in the floodplain areas having special flood hazards.~~

~~The City of Biddeford has the legal authority to adopt land use and control measures to reduce future flood losses pursuant to Title 30-A M.R.S.A. §§ 3001 through 3007, 4352 and 4401 through 4407, and Title 38 M.R.S.A. § 440.~~

~~The National Flood Insurance Program, established in the aforesaid Act, provides that areas of the City of Biddeford having a special flood hazard be identified by the Federal Emergency Management Agency and that floodplain management measures be applied in such flood hazard areas. This ordinance establishes a flood hazard development permit system and review procedure for development activities in the designated flood hazard areas of the City of Biddeford, Maine.~~

~~The areas of special flood hazard, Zones A, A1 — 30, AO, and V1 — 30, are identified by the Federal Emergency Management Agency in a report entitled "Flood Insurance Study-City of Biddeford, Maine, York County," dated November 15, 1983 with accompanying "Flood Insurance Rate Map" dated May 15, 1984, and "Flood Boundary and Floodway Map" dated May 15, 1984, which are hereby adopted by reference and declared to be a part of this ordinance.~~

~~[1] Editor's Note: This ordinance amended former Art. XII, Floodplain Management Ordinance, in its entirety. Said Art. XII was originally adopted as Ord. of 6-2-198(3), Arts. I through XIV.~~

Section 2 Permit required.

[Ord. No. 2006.26, 5-2-2006]

~~Before any construction or other development (as defined in Section 14), including the placement of manufactured homes, begins within any areas of special flood hazard established in Section 1, a flood hazard development permit shall be obtained from the Code Enforcement~~

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~~Officer except as provided in Section 7. This permit shall be in addition to any other building permits which may be required pursuant to the codes and ordinances of the City of Biddeford, Maine.~~

~~Section 3 **Application for permit.**~~

~~{Ord. No. 2006.26, 5-2-2006}~~

~~The application for a flood hazard development permit shall be submitted to the Code Enforcement Officer and shall include:~~

- ~~A. The name, address and phone number of the applicant, owner, and contractor;~~
- ~~B. An address and a map indicating the location of the construction site;~~
- ~~C. A site plan showing location of existing and/or proposed development, including but not limited to structures, sewage disposal facilities, water supply facilities, areas to be cut and filled, and lot dimensions;~~
- ~~D. A statement of the intended use of the structure and/or development;~~
- ~~E. A statement of the cost of the development including all materials and labor;~~
- ~~F. A statement as to the type of sewage system proposed;~~
- ~~G. Specification of dimensions of the proposed structure and/or development;
{Items H—K3 apply only to new construction and substantial improvements.}~~
- ~~H. The elevation in relation to the National Geodetic Vertical Datum (NGVD), or to a locally established datum in Zone A only, of the:~~
 - ~~1. Base flood at the proposed site of all new or substantially improved structures, which is determined:
 - ~~a. In Zones A1—30, AO, and V1—30, from data contained in the "Flood Insurance Study-City of Biddeford, Maine," as described in Section 1; or~~
 - ~~b. In Zone A:
 - ~~(1) From any base flood elevation data from federal, state, or other technical sources (such as FEMA's Quick-2 model, FEMA-265/July 1995), including information obtained pursuant to Section 6K and 9D;~~~~~~

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~~(2) From the contour elevation extrapolated from a best fit analysis of the floodplain boundary when overlaid onto a USGS Quadrangle Map or other topographic map prepared by a professional land surveyor or registered professional engineer, if the floodplain boundary has a significant correlation to the elevation contour line(s); or, in the absence of all other data;~~

~~(3) To be the elevation of the ground at the intersection of the floodplain boundary and a line perpendicular to the shoreline which passes along the ground through the site of the proposed building.~~

~~2. Highest and lowest grades at the site adjacent to the walls of the proposed building;~~

~~3. Lowest floor, including basement; and whether or not such structures contain a basement; and,~~

~~4. Level, in the case of nonresidential structures only, to which the structure will be floodproofed;~~

~~I. A description of an elevation reference point established on the site of all developments for which elevation standards apply as required in Section 6;~~

~~J. A written certification by a professional land surveyor, registered professional engineer or architect, that the base flood elevations and grade elevations shown on the application are accurate;~~

~~K. The following certifications as required in Section 6 by a registered professional engineer or architect:~~

~~1. A floodproofing certificate (FEMA Form 81-65, 01/03, as amended), to verify that the floodproofing methods for any nonresidential structures will meet the floodproofing criteria of Section 3H4; Section 6G; and other applicable standards in Section 6;~~

~~2. A V-Zone certificate to verify that the construction in coastal high hazard areas, Zones V1—30, will meet the criteria of Section 6P; and other applicable standards in Section 6;~~

~~3. A hydraulic openings certificate to verify that engineered hydraulic openings in foundation walls will meet the standards of Section 6L2a;~~

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~~4. A certified statement that bridges will meet the standards of Section 6M;~~

~~5. A certified statement that containment walls will meet the standards of Section 6N;~~

~~L. A description of the extent to which any watercourse will be altered or relocated as a result of the proposed development; and~~

~~M. A statement of construction plans describing in detail how each applicable development standard in Section 6 will be met.~~

~~Section 4 **Application fee and expert's fee.**~~

~~[Ord. No. 2006.26, 5-2-2006]~~

~~A nonrefundable application fee shall be paid to the City through the Code Enforcement Office. This fee is separate from other required permit and review fees.~~

~~a. The fee for development projects will be \$100.~~

~~b. In cases where projects meet the definition for minor development the fee shall be \$50.~~

~~An additional fee may be charged if the Code Enforcement Officer and/or Board of Appeals needs the assistance of a professional engineer or other expert. The expert's fee shall be paid in full by the applicant within 10 days after the town submits a bill to the applicant. Failure to pay the bill shall constitute a violation of the ordinance and be grounds for the issuance of a stop work order. An expert shall not be hired by the municipality at the expense of an applicant until the applicant has either consented to such hiring in writing or been given an opportunity to be heard on the subject. An applicant who is dissatisfied with a decision to hire an expert may appeal that decision to the Board of Appeals.~~

~~Section 5 **Review standards for flood hazard development permit applications.**~~

~~[Ord. No. 2006.26, 5-2-2006]~~

~~The Code Enforcement Officer shall:~~

~~**A.** Review all applications for the flood hazard development permit to assure that proposed building sites are reasonably safe from flooding and to determine that all pertinent requirements of Section 6 (development standards) have, or will be met;~~

~~**B.** Utilize, in the review of all flood hazard development permit applications:~~

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- ~~1. The base flood data and floodway data contained in the "Flood Insurance Study—City of Biddeford, Maine," as described in Section 1.~~
- ~~2. In special flood hazard areas where base flood elevation and floodway data are not provided, the Code Enforcement Officer shall obtain, review and reasonably utilize any base flood elevation and floodway data from federal, state, or other technical sources, including information obtained pursuant to Section 3 H1b; Section 6K and Section 9D, in order to administer Section 6 of this ordinance.~~
- ~~C. Make interpretations of the location of boundaries of special flood hazard areas shown on the maps described in Section 1 of this ordinance;~~
- ~~D. In the review of flood hazard development permit applications, determine that all necessary permits have been obtained from those federal, state, and local government agencies from which prior approval is required by federal or state law, including but not limited to Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1344;~~
- ~~E. Notify adjacent municipalities, the Department of Environmental Protection, and the Maine Floodplain Management Program in the State Planning Office prior to any alteration or relocation of a watercourse and submit copies of such notifications to the Federal Emergency Management Agency;~~
- ~~F. If the application satisfies the requirements of this ordinance, approve the issuance of one of the following flood hazard development permits based on the type of development:~~
 - ~~1. A two-part flood hazard development permit for elevated structures. Part I shall authorize the applicant to build a structure to and including the first horizontal floor only above the base flood level. At that time the applicant shall provide the Code Enforcement Officer with an elevation certificate completed by a professional land surveyor, registered professional engineer or architect, based on the Part I permit construction, "as built," for verifying compliance with the elevation requirements of Section 6, Paragraphs F, G, H, or P. Following review of the elevation certificate data, which shall take place within 72 hours of receipt of the application, the Code Enforcement Officer shall issue Part II of the flood hazard development permit. Part II shall authorize the applicant to complete the construction project; or~~

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~~2. Issue a flood hazard development permit for flood proofing of nonresidential structures that are new construction or substantially improved nonresidential structures that are not being elevated but that meet the floodproofing standards of Section 6G1a, b, and c. The application for this permit shall include a floodproofing certificate signed by a registered professional engineer or architect; or~~

~~3. A flood hazard development permit for minor development for all development that is not new construction or a substantial improvement, such as repairs, maintenance, or renovations, whose value is less than 50% of the assessed value of the structure. Minor development also includes, but is not limited to: accessory structures as provided for in Section 6J, mining, dredging, filling, grading, paving, excavation, drilling operations, storage of equipment or materials, deposition or extraction of materials, public or private sewage disposal systems or water supply facilities that do not involve structures; and nonstructural projects such as bridges, dams, towers, fencing, pipelines, wharves, and piers.~~

~~G. Maintain, as a permanent record, copies of all flood hazard development permit applications, corresponding permits issued, and data relevant thereto, including reports of the Board of Appeals on variances granted under the provisions of Section 10 of this ordinance, and copies of elevation certificates, floodproofing certificates, certificates of compliance and certifications of design standards required under the provisions of Sections 3, 6, and 8 of this ordinance.~~

~~Section 6 Development standards.~~

~~[Ord. No. 2006.26, 5-2-2006]~~

~~All development in areas of special flood hazard shall meet the following applicable standards:~~

~~A. All development. All development shall:~~

- ~~1. Be designed or modified and adequately anchored to prevent flotation (excluding piers and docks), collapse or lateral movement of the development resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;~~
- ~~2. Use construction materials that are resistant to flood damage;~~
- ~~3. Use construction methods and practices that will minimize flood damage; and,~~

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- ~~4. Use electrical, heating, ventilation, plumbing, and air conditioning equipment, and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during flooding conditions.~~
- ~~B. Water supply. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems.~~
- ~~C. Sanitary sewage systems. All new and replacement sanitary sewage systems shall be designed and located to minimize or eliminate infiltration of floodwaters into the system and discharges from the system into floodwaters.~~
- ~~D. On-site waste disposal systems. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during floods.~~
- ~~E. Watercourse carrying capacity. All development associated with altered or relocated portions of a watercourse shall be constructed and maintained in such a manner that no reduction occurs in the flood-carrying capacity of any watercourse.~~
- ~~F. Residential. New construction or substantial improvement of any residential structure located within:
 - ~~1. Zones A1—30 shall have the lowest floor (including basement) elevated to at least one foot above the base flood elevation.~~
 - ~~2. Zone AO shall have adequate drainage paths around structures on slopes, to guide floodwater away from the proposed structures.~~
 - ~~3. Zone AO shall have the lowest floor (including basement) elevated above the highest adjacent grade:
 - ~~a. At least one foot higher than the depth specified in feet on the community's flood insurance rate map; or,~~
 - ~~b. At least three feet if no depth number is specified.~~~~~~

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- ~~4. Zone A shall have the lowest floor (including basement) elevated to at least one foot above the base flood elevation utilizing information obtained pursuant to Section 3H1b; Section 5B; or Section 9D.~~
- ~~5. Zones V1—30 shall meet the requirements of Section 6D.~~

~~G. Nonresidential. New construction or substantial improvement of any nonresidential structure located within:~~

- ~~1. Zones A1—30 shall have the lowest floor (including basement) elevated to at least one foot above the base flood elevation, or together with attendant utility and sanitary facilities shall:~~
 - ~~a. Be floodproofed to at least one foot above the base flood elevation so that below that elevation the structure is watertight with walls substantially impermeable to the passage of water;~~
 - ~~b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy; and~~
 - ~~c. Be certified by a registered professional engineer or architect that the floodproofing design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this section. Such certification shall be provided with the application for a flood hazard development permit, as required by Section 3K and shall include a record of the elevation above mean sea level to which the structure is floodproofed.~~
- ~~2. Zone AO shall have adequate drainage paths around structures on slopes, to guide floodwater away from the proposed structures.~~
- ~~3. Zone AO shall have the lowest floor (including basement) elevated above the highest adjacent grade:~~
 - ~~a. At least one foot higher than the depth specified in feet on the community's flood insurance rate map; or~~
 - ~~b. At least three feet if no depth number is specified; or~~

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~~c. Together with attendant utility and sanitary facilities be floodproofed to meet the elevation requirements of this section and floodproofing standards of Section 6G1.~~

~~4. Zone A shall have the lowest floor (including basement) elevated to at least one foot above the base flood elevation utilizing information obtained pursuant to Section 3H1b; Section 5B; or Section 9D; or~~

~~a. Together with attendant utility and sanitary facilities meet the floodproofing standards of Section 6G1.~~

~~5. Zones V1—30 shall meet the requirements of Section 6P.~~

~~H. Manufactured homes. New or substantially improved manufactured homes located within:~~

~~1. Zone A1—30 shall:~~

~~a. Be elevated on a permanent foundation such that the lowest floor (including basement) of the manufactured home is at least one foot above the base flood elevation; and~~

~~b. Be on a permanent foundation, which may be poured masonry slab or foundation walls, with hydraulic openings, or may be reinforced piers or block supports, any of which support the manufactured home so that no weight is supported by its wheels and axles; and~~

~~c. Be securely anchored to an adequately anchored foundation system to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to:~~

~~(1) Over the top ties anchored to the ground at the four corners of the manufactured home, plus two additional ties per side at intermediate points (manufactured homes less than 50 feet long require one additional tie per side); or by~~

~~(2) Frame ties at each corner of the home, plus five additional ties along each side at intermediate points (manufactured homes less than 50 feet long require four additional ties per side).~~

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~~(3) All components of the anchoring system described in Section 6, Paragraph H1c(1) and (2) shall be capable of carrying a force of 4,800 pounds.~~

~~2. Zone AO shall have adequate drainage paths around structures on slopes, to guide floodwater away from the proposed structures.~~

~~3. Zone AO shall have the lowest floor (including basement) elevated above the highest adjacent grade:~~

~~a. At least one foot higher than the depth specified in feet on the community's flood insurance rate map; or~~

~~b. At least three feet if no depth number is specified; and~~

~~c. Meet the anchoring requirements of Section 6H1c.~~

~~4. Zone A shall:~~

~~a. Be elevated on a permanent foundation as described in Section 6H1b, such that the lowest floor (including basement) of the manufactured home is at least one foot above the base flood elevation utilizing information obtained pursuant to Section 3H1b; Section 5B; or Section 9D; and~~

~~b. Meet the anchoring requirements of Section 6H1b.~~

~~5. Zones V1—30 shall meet the requirements of Section 6P.~~

~~I. Recreational vehicles. Recreational vehicles located within:~~

~~1. Zones A1—30 shall either:~~

~~a. Be on the site for fewer than 180 consecutive days;~~

~~b. Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick~~

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~~disconnect type utilities and security devices, and has no permanently attached additions; or~~

~~c. Be permitted in accordance with the elevation and anchoring requirements for manufactured homes in Section 6H1.~~

~~2. Zones V1—30 shall meet the requirements of either Section 6I1a or b, or Section 6P.~~

~~J. Accessory structures. Accessory structures, as defined in Section 14, located within Zones A1—30, AO, and A, shall be exempt from the elevation criteria required in Section 6F and G above, if all other requirements of Section 6 and all the following requirements are met. Accessory structures shall:~~

~~1. Be 500 square feet or less and have a value less than \$3,000;~~

~~2. Have unfinished interiors and not be used for human habitation;~~

~~3. Have hydraulic openings, as specified in Section 6L2, in at least two different walls of the accessory structure;~~

~~4. Be located outside the floodway;~~

~~5. When possible be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters and be placed further from the source of flooding than is the primary structure; and~~

~~6. Have only ground fault interrupt electrical outlets. The electric service disconnect shall be located above the base flood elevation and when possible outside the special flood hazard area.~~

~~K. Floodways.~~

~~1. In Zones A1—30 riverine areas, encroachments, including fill, new construction, substantial improvement, and other development shall not be permitted within a regulatory floodway which is designated on the community's "flood boundary and floodway map," unless a technical evaluation certified by a registered professional engineer is provided demonstrating~~

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~~that such encroachments will not result in any increase in flood levels within the community during the occurrence of the base flood discharge.~~

~~2. In Zones A1—30 and A riverine areas for which no regulatory floodway is designated, encroachments, including fill, new construction, substantial improvement, and other development shall not be permitted in the floodway as determined in Section 6K3 unless a technical evaluation certified by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing development and anticipated development:~~

~~a. Will not increase the water surface elevation of the base flood more than one foot at any point within the community; and~~

~~b. Is consistent with the technical criteria contained in Chapter 5 entitled "Hydraulic Analyses," Flood Insurance Study Guidelines and Specifications for Study Contractors, (FEMA 37/January 1995, as amended).~~

~~3. In Zones A1—30 and A riverine areas for which no regulatory floodway is designated, the regulatory floodway is determined to be the channel of the river or other watercourse and the adjacent land areas to a distance of one-half the width of the floodplain as measured from the normal high-water mark to the upland limit of the floodplain.~~

~~L. Enclosed areas below the lowest floor. New construction or substantial improvement of any structure in Zones A1—30, AO, and A that meets the development standards of Section 6, including the elevation requirements of Section 6, Paragraphs F, G, or H and is elevated on posts, columns, piers, piles, stilts, or crawl spaces may be enclosed below the base flood elevation requirements, provided all the following criteria are met or exceeded:~~

~~1. Enclosed areas are not "basements" as defined in Section 14; and,~~

~~2. Enclosed areas shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwater. Designs for meeting this requirement must either:~~

~~a. Be certified by a registered professional engineer or architect; or~~

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~~b. Meet or exceed the following minimum criteria:~~

~~(1) A minimum of two openings having a total net area of not less than one square inch for every square foot of the enclosed area;~~

~~(2) The bottom of all openings shall be below the base flood elevation and no higher than one foot above the lowest grade; and~~

~~(3) Openings may be equipped with screens, louvers, valves, or other coverings or devices, provided that they permit the entry and exit of floodwaters automatically without any external influence or control such as human intervention, including the use of electrical and other nonautomatic mechanical means;~~

~~3. The enclosed area shall not be used for human habitation; and~~

~~4. The enclosed areas are usable solely for building access, parking of vehicles, or storage.~~

~~M. Bridges. New construction or substantial improvement of any bridge in Zones A1—30, AO, A, and V1—30 shall be designed such that:~~

~~1. When possible, the lowest horizontal member (excluding the pilings, or columns) is elevated to at least one foot above the base flood elevation; and~~

~~2. A registered professional engineer shall certify that:~~

~~a. The structural design and methods of construction shall meet the elevation requirements of this section and the floodway standards of Section 6K; and~~

~~b. The foundation and superstructure attached thereto are designed to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all structural components. Water loading values used shall be those associated with the base flood.~~

~~N. Containment walls. New construction or substantial improvement of any containment wall located within:~~

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~~1. Zones A1—30, A, and V1—30 shall:~~

- ~~a. Have the containment wall elevated to at least one foot above the base flood elevation;~~
- ~~b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy; and~~
- ~~c. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this section. Such certification shall be provided with the application for a flood hazard development permit, as required by Section 3K.~~

~~2. Zone AO shall have adequate drainage paths around containment walls on slopes, to guide floodwater away from the proposed walls.~~

~~3. Zone AO shall have the top of the containment wall elevated above the highest adjacent grade:~~

- ~~a. At least one foot higher than the depth specified in feet on the community's flood insurance rate map; or~~
- ~~b. At least three feet if no depth number is specified; and~~
- ~~c. Shall meet the requirements of Section 6N1b and c.~~

~~O. Wharves, piers and docks. New construction or substantial improvement of wharves, piers, and docks are permitted in Zones A1—30, AO, A, and V1—30, in and over water and seaward of the mean high tide if the following requirements are met:~~

- ~~1. Wharves, piers, and docks shall comply with all applicable local, state, and federal regulations; and~~
- ~~2. For commercial wharves, piers, and docks, a registered professional engineer shall develop or review the structural design, specifications, and plans for the construction.~~

~~P. Coastal floodplains.~~

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- ~~1. All new construction located within Zones A1—30, A, and V1—30 shall be located landward of the reach of mean high tide, except as provided in Section 6PG.~~
- ~~2. New construction or substantial improvement of any structure located within Zones V1—30 shall:~~
 - ~~a. Be elevated on posts or columns such that:~~
 - ~~(1) The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to one foot above the base flood level;~~
 - ~~(2) The pile or column foundation and the elevated portion of the structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components; and~~
 - ~~(3) Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable state and local building standards.~~
 - ~~b. Have the space below the lowest floor:~~
 - ~~(1) Free of obstructions; or~~
 - ~~(2) Constructed with open wood lattice work, or insect screening intended to collapse under wind and water without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting piles or columns; or~~
 - ~~(3) Constructed with nonsupporting breakaway walls which have a design safe loading resistance of not less than 10 or more than 20 pounds per square foot.~~
 - ~~c. Require a registered professional engineer or architect to:~~
 - ~~a. Develop or review the structural design, specifications, and plans for the construction, which must meet or exceed the technical criteria contained in the Coastal Construction Manual, (FEMA-55/June, 2000); and~~
 - ~~b. Certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the criteria of Section 6L2.~~

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- ~~3. The use of fill for structural support in Zones V1—30 is prohibited.~~
- ~~4. Human alteration of sand dunes within Zones V1—30 is prohibited unless it can be demonstrated that such alterations will not increase potential flood damage.~~
- ~~5. The area below the lowest floor, shall be used solely for parking vehicles, building access, and storage.~~
- ~~6. Conditional use. Lobster sheds and fishing sheds may be located seaward of mean high tide and shall be exempt from the elevation requirement in Section 6G, only if permitted as a conditional use following review and approval by the Planning Board, as provided in Section 7, and if all the following requirements and those of Section 6A, 6K, and 6L are met:~~
 - ~~a. The conditional use shall be limited to low-value structures such as metal or wood sheds 200 square feet or less and shall not exceed more than one story.~~
 - ~~b. The structure shall be securely anchored to the wharf or pier to resist flotation, collapse, and lateral movement due to the effect of wind and water loads acting simultaneously on all building components.~~
 - ~~c. The structure will not adversely increase wave or debris impact forces affecting nearby buildings.~~
 - ~~d. The structure shall have unfinished interiors and shall not be used for human habitation.~~
 - ~~e. Any mechanical, utility equipment and fuel storage tanks must be anchored and either elevated or floodproofed to one foot above the base flood elevation.~~
 - ~~f. All electrical outlets shall be ground fault interrupt type. The electrical service disconnect shall be located on shore above the base flood elevation and when possible outside the special flood hazard area.~~

~~Section 7 **Conditional use review.**~~
~~[Ord. No. 2006.26, 5-2-2006]~~

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~~The Planning Board shall hear and decide upon applications for conditional uses provided for in this ordinance. The Planning Board shall hear and approve, approve with conditions, or disapprove all applications for conditional uses. An applicant informed by the Code Enforcement Officer that a conditional use permit is required shall file an application for the permit with the Planning Board.~~

~~**A. Review procedure for a conditional use flood hazard development permit.**~~

- ~~1. The flood hazard development permit application with additional information attached addressing how each of the conditional use criteria specified in the ordinance will be satisfied, may serve as the permit application for the conditional use permit.~~
- ~~2. Before deciding any application, the Planning Board shall hold a public hearing on the application within 30 days of their receipt of the application.~~
- ~~3. If the Planning Board finds that the application satisfies all relevant requirements of the ordinance, the Planning Board must approve the application or approve with conditions within 45 days of the date of the public hearing.~~
- ~~4. A conditional use permit issued under the provisions of this ordinance shall expire if the work or change involved is not commenced within 180 days of the issuance of the permit by the Planning Board.~~
- ~~5. The applicant shall be notified by the Planning Board in writing over the signature of the Chairman of the Planning Board that flood insurance is not available for structures located entirely over water or seaward of mean high tide.~~

~~**B. Expansion of conditional uses.**~~

- ~~1. No existing building or use of premises may be expanded or enlarged without a permit issued under this section if that building or use was established or constructed under a previously issued conditional use permit or if it is a building or use which would require a conditional use permit if being newly established or constructed under this ordinance.~~

~~**Section 8 Certificate of compliance.**~~

~~[Ord. No. 2006.26, 5-2-2006]~~

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~~No land in a special flood hazard area shall be occupied or used and no structure which is constructed or substantially improved shall be occupied until a certificate of compliance is issued by the Code Enforcement Officer subject to the following provisions:~~

~~A. For new construction or substantial improvement of any elevated structure the applicant shall submit to the Code Enforcement Officer:~~

~~1. An elevation certificate completed by a professional land surveyor, registered professional engineer, or architect, for compliance with Section 6, paragraphs F, G, H, or P; and~~

~~2. For structures in Zones V1—30, certification by a registered professional engineer or architect that the design and methods of construction used are in compliance with Section 6P2.~~

~~B. The applicant shall submit written notification to the Code Enforcement Officer that the development is complete and complies with the provisions of this ordinance.~~

~~C. Within 10 working days, the Code Enforcement Officer shall:~~

~~1. Review the required certificate(s) and the applicant's written notification; and~~

~~2. Upon determination that the development conforms with the provisions of this ordinance, shall issue a certificate of compliance.~~

~~**Section 9 Review of subdivision and development proposals.**
[Ord. No. 2006.26, 5-2-2006]~~

~~The Planning Board shall, when reviewing subdivisions and other proposed developments that require review under other federal law, state law or local ordinances or regulations and all projects on five or more disturbed acres, or in the case of manufactured home parks divided into two or more lots, assure that:~~

~~A. All such proposals are consistent with the need to minimize flood damage.~~

~~B. All public utilities and facilities, such as sewer, gas, electrical and water systems are located and constructed to minimize or eliminate flood damages.~~

~~C. Adequate drainage is provided so as to reduce exposure to flood hazards.~~

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- ~~D.—All proposals include base flood elevations, flood boundaries, and, in a riverine floodplain, floodway data. These determinations shall be based on engineering practices recognized by the Federal Emergency Management Agency.~~
- ~~E.—Any proposed development plan must include a condition of plan approval requiring that structures on any lot in the development having any portion of its land within a special flood hazard area, are to be constructed in accordance with Section 6 of this ordinance. Such requirement will be included in any deed, lease, purchase and sale agreement, or document transferring or expressing an intent to transfer any interest in real estate or structure, including but not limited to a time-share interest. The condition shall clearly articulate that the municipality may enforce any violation of the construction requirement and that fact shall also be included in the deed or any other document previously described. The construction requirement shall also be clearly stated on any map, plat, or plan to be signed by the Planning Board or local reviewing authority as part of the approval process.~~

~~Section 10~~**Appeals and variances.**
~~[Ord. No. 2006.26, 5-2-2006]~~

~~The Board of Appeals of the City of Biddeford may, upon written application of an aggrieved party, hear and decide appeals where it is alleged that there is an error in any order, requirement, decision, or determination made of the Code Enforcement Officer or Planning Board in the administration or enforcement of the provisions of this ordinance. The Board of Appeals may grant a variance from the requirements of this ordinance consistent with state law and the following criteria:~~

- ~~A.—Variances shall not be granted within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.~~
- ~~B.—Variances shall be granted only upon:~~
- ~~1. A showing of good and sufficient cause; and,~~
 - ~~2. A determination that should a flood comparable to the base flood occur, the granting of a variance will not result in increased flood heights, additional threats to public safety, public expense, or create nuisances, cause fraud or victimization of the public or conflict with existing local laws or ordinances; and,~~
 - ~~3. A showing that the issuance of the variance will not conflict with other state, federal or local laws or ordinances; and,~~

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- ~~4. A determination that failure to grant the variance would result in "undue hardship," which in this subsection means:~~
- ~~a. That the land in question cannot yield a reasonable return unless a variance is granted; and~~
 - ~~b. That the need for a variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood; and~~
 - ~~c. That the granting of a variance will not alter the essential character of the locality; and~~
 - ~~d. That the hardship is not the result of action taken by the applicant or a prior owner.~~
- ~~C. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief, and the Board of Appeals may impose such conditions to a variance as it deems necessary.~~
- ~~D. Variances may be issued for new construction, substantial improvements, or other development for the conduct of a functionally dependent use provided that:~~
- ~~1. Other criteria of Section 10 and Section 6K are met; and~~
 - ~~2. The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.~~
- ~~E. Variances may be issued by a community for the repair, reconstruction, rehabilitation, or restoration of historic structures upon the determination that:~~
- ~~1. The development meets the criteria of Section 10, Paragraphs A through D above; and~~
 - ~~2. The proposed repair, reconstruction, rehabilitation, or restoration will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.~~

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~~F. Any applicant who meets the criteria of Section 10, Paragraphs A through E shall be notified by the Board of Appeals in writing over the signature of the Chairman of the Board of Appeals that:~~

- ~~1. The issuance of a variance to construct a structure below the base flood level will result in greatly increased premium rates for flood insurance up to amounts as high as \$25 per 100 of insurance coverage;~~
- ~~2. Such construction below the base flood level increases risks to life and property; and,~~
- ~~3. The applicant agrees in writing that the applicant is fully aware of all the risks inherent in the use of land subject to flooding, assumes those risks and agrees to indemnify and defend the municipality against any claims filed against it that are related to the applicant's decision to use land located in a floodplain and that the applicant individually releases the municipality from any claims the applicant may have against the municipality that are related to the use of land located in a floodplain.~~

~~G. Appeal procedure for administrative and variance appeals.~~

- ~~1. An administrative or variance appeal may be taken to the Board of Appeals by an aggrieved party within 30 days after receipt of a written decision of the Code Enforcement Officer or Planning Board.~~
- ~~2. Upon being notified of an appeal, the Code Enforcement Officer or Planning Board, as appropriate, shall transmit to the Board of Appeals all of the papers constituting the record of the decision appealed from.~~
- ~~3. The Board of Appeals shall hold a public hearing on the appeal within 35 days of its receipt of an appeal request.~~
- ~~4. The person filing the appeal shall have the burden of proof.~~
- ~~5. The Board of Appeals shall decide all appeals within 35 days after the close of the hearing, and shall issue a written decision on all appeals.~~

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- ~~6. The Board of Appeals shall submit to the Code Enforcement Officer a report of all variance actions, including justification for the granting of the variance and an authorization for the Code Enforcement Officer to issue a flood hazard development permit, which includes any conditions to be attached to said permit.~~
- ~~7. Any aggrieved party who participated as a party during the proceedings before the Board of Appeals may take an appeal to Superior Court in accordance with state laws within 45 days from the date of any decision of the Board of Appeals.~~

~~Section 11 Enforcement and penalties.~~
~~{Ord. No. 2006.26, 5-2-2006}~~

- ~~A. It shall be the duty of the Code Enforcement Officer to enforce the provisions of this ordinance pursuant to 30-A M.R.S.A. § 4452.~~
- ~~B. The penalties contained in 30-A M.R.S.A. § 4452 shall apply to any violation of this ordinance.~~
- ~~C. In addition to any other actions, the Code Enforcement Officer, upon determination that a violation exists, shall submit a declaration to the Administrator of the Federal Insurance Administration requesting a denial of flood insurance. The valid declaration shall consist of:~~
- ~~1. The name of the property owner and address or legal description of the property sufficient to confirm its identity or location;~~
 - ~~2. A clear and unequivocal declaration that the property is in violation of a cited state or local law, regulation, or ordinance;~~
 - ~~3. A clear statement that the public body making the declaration has authority to do so and a citation to that authority;~~
 - ~~4. Evidence that the property owner has been provided notice of the violation and the prospective denial of insurance; and,~~
 - ~~5. A clear statement that the declaration is being submitted pursuant to Section 1316 of the National Flood Insurance Act of 1968, as amended.~~

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~~Section 12 **Validity and severability.**
[Ord. No. 2006.26, 5-2-2006]~~

~~If any section or provision of this ordinance is declared by the courts to be invalid, such decision shall not invalidate any other section or provision of this ordinance.~~

~~Section 13 **Conflict with other ordinances.**
[Ord. No. 2006.26, 5-2-2006]~~

~~This ordinance shall not in any way impair or remove the necessity of compliance with any other applicable rule, ordinance, regulation, by law, permit, or provision of law. Where this ordinance imposes a greater restriction upon the use of land, buildings, or structures, the provisions of this ordinance shall control.~~

~~Section 14 **Definitions.**
[Ord. No. 2006.26, 5-2-2006]~~

~~Unless specifically defined below, words and phrases used in this ordinance shall have the same meaning as they have at common law and to give is ordinance its most reasonable application. Words used in the present tense include the future, the singular number includes the plural, and the plural number includes the singular. The word "may" is permissive; "shall" is mandatory and not discretionary.~~

ACCESSORY STRUCTURE

~~A small detached structure that is incidental and subordinate to the principal structure.~~

ADJACENT GRADE

~~The natural elevation of the ground surface prior to construction next to the proposed walls of a structure.~~

AREA OF SHALLOW FLOODING

~~A designated AO and AH Zone on a community's flood insurance rate map (FIRM) with a one-percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.~~

AREA OF SPECIAL FLOOD HAZARD

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~~The land in the floodplain having a one-percent or greater chance of flooding in any given year, as specifically identified in the flood insurance study cited in Section 1 of this ordinance.~~

~~BASE FLOOD~~

~~The flood having a one-percent chance of being equaled or exceeded in any given year; commonly called the "one-hundred-year flood."~~

~~BASEMENT~~

~~Any area of the building having its floor subgrade (below ground level) on all sides.~~

~~BREAKAWAY WALL~~

~~A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.~~

~~BUILDING~~

~~See "structure."~~

~~CERTIFICATE OF COMPLIANCE~~

~~A document signed by the Code Enforcement Officer stating that a structure is in compliance with all of the provisions of this ordinance.~~

~~CODE ENFORCEMENT OFFICER~~

~~A person certified under 30-A M.R.S.A., § 4451 (including exceptions in Subsection 4451, Paragraph 1) and employed by a municipality to enforce all applicable comprehensive planning and land use laws and ordinances.~~

~~CONDITIONAL USE~~

~~A use that because of its potential impact on surrounding areas and structures, is permitted only upon review and approval by the Planning Board pursuant to Section 7.~~

~~DEVELOPMENT~~

~~Any man-made change to improved or unimproved real estate, including but not limited to the construction of buildings or other structures; the construction of additions or substantial improvements to buildings or other structures; mining, dredging, filling, grading, paving,~~

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~~excavation, drilling operations or storage of equipment or materials; and the storage, deposition, or extraction of materials, public or private sewage disposal systems or water supply facilities.~~

ELEVATED BUILDING

A nonbasement building:

- ~~a. Built, in the case of a building in Zones A1—30, A, or AO to have the top of the elevated floor, or in the case of a building in Zones V1—30, to have the bottom of the lowest horizontal structural member of the elevated floor, elevated above the ground level by means of pilings, columns, post, piers, or stilts; and~~
- ~~b. Adequately anchored so as not to impair the structural integrity of the building during a flood of up to one foot above the magnitude of the base flood.~~

~~In the case of Zones A1—30, A, or AO, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with hydraulic openings sufficient to facilitate the unimpeded movement of flood waters, as required in Section 6L. In the case of Zones V1—30, "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls, if the breakaway walls meet the standards of Section 6P2b(3).~~

ELEVATION CERTIFICATE

~~An official form (FEMA Form 81-31, 01/03, as amended) that:~~

- ~~a. Is used to verify compliance with the floodplain management regulations of the National Flood Insurance Program; and~~
- ~~b. Is required for purchasing flood insurance.~~

FLOOD or FLOODING

~~a. A general and temporary condition of partial or complete inundation of normally dry land areas from:~~

- ~~1. The overflow of inland or tidal waters.~~
- ~~2. The unusual and rapid accumulation or runoff of surface waters from any source.~~

~~b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature,~~

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~~such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in Paragraph a1 of this definition.~~

~~FLOOD ELEVATION STUDY~~

~~An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.~~

~~FLOOD INSURANCE RATE MAP (FIRM)~~

~~An official map of a community, on which the administrator of the federal insurance administration has delineated both the special hazard areas and the risk premium zones applicable to the community.~~

~~FLOOD INSURANCE STUDY~~

~~See "flood elevation study."~~

~~FLOODPLAIN or FLOOD-PRONE AREA~~

~~Any land area susceptible to being inundated by water from any source. (See "flooding")~~

~~FLOODPLAIN MANAGEMENT~~

~~The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.~~

~~FLOODPLAIN MANAGEMENT REGULATIONS~~

~~Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.~~

~~FLOODPROOFING~~

~~Any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and contents.~~

~~FLOODWAY~~

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~~See "regulatory floodway."~~

~~FLOODWAY ENCROACHMENT LINES~~

~~The lines marking the limits of floodways on federal, state, and local floodplain maps.~~

~~FREEBOARD~~

~~A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. Freeboard tends to compensate for the many unknown factors, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed, that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions.~~

~~FUNCTIONALLY DEPENDENT USE~~

~~A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.~~

~~HISTORIC STRUCTURE~~

~~Any structure that is:~~

- ~~a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;~~
- ~~b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary of the Interior to qualify as a registered historic district;~~
- ~~c. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or~~
- ~~d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - ~~1. By an approved state program as determined by the Secretary of the Interior; or~~~~

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~~2. Directly by the Secretary of the Interior in states without approved programs.~~

~~LOCALLY ESTABLISHED DATUM~~

~~For purposes of this ordinance, an elevation established for a specific site to which all other elevations at the site are referenced. This elevation is generally not referenced to the National Geodetic Vertical Datum (NGVD) or any other established datum and is used in areas where mean sea level data is too far from a specific site to be practically used.~~

~~LOWEST FLOOR~~

~~The lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements described in Section 6 of this ordinance.~~

~~MANUFACTURED HOME~~

~~A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days.~~

~~MANUFACTURED HOME PARK OR SUBDIVISION~~

~~A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.~~

~~MEAN SEA LEVEL~~

~~For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.~~

~~MINOR DEVELOPMENT~~

~~All development that is not new construction or a substantial improvement, such as repairs, maintenance, renovations, or additions, whose value is less than 50% of the market value of the structure. It includes, but is not limited to: accessory structures as provided for in Section 6J, mining, dredging, filling, grading, paving, excavation, drilling operations, storage of equipment or materials, deposition or extraction of materials, public or private sewage~~

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~~disposal systems or water supply facilities that do not involve structures; and nonstructural projects such as bridges, dams, towers, fencing, pipelines, wharves, and piers.~~

~~NATIONAL GEODETIC VERTICAL DATUM (NGVD)~~

~~The national vertical datum, whose standard was established in 1929, which is used by the National Flood Insurance Program (NFIP). NGVD was based upon mean sea level in 1929 and also has been called "1929 Mean Sea Level (MSL)".~~

~~NEW CONSTRUCTION~~

~~Structures for which the start of construction commenced on or after the effective date of floodplain management regulations adopted by a community and includes any subsequent improvements to such structures.~~

~~ONE-HUNDRED-YEAR FLOOD~~

~~See "base flood."~~

~~RECREATIONAL VEHICLE~~

~~A vehicle which is:~~

- ~~a. Built on a single chassis;~~
- ~~b. Four hundred square feet or less when measured at the largest horizontal projection, not including slideouts;~~
- ~~c. Designed to be self-propelled or permanently towable by a motor vehicle; and~~
- ~~d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.~~

~~REGULATORY FLOODWAY~~

~~a. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot; and~~

~~b. When not designated on the community's flood boundary and floodway map, it is considered to be the channel of a river or other watercourse and the adjacent land areas to a distance of 1/2 the width of the floodplain, as measured from the normal high-water mark to the upland limit of the floodplain.~~

~~RIVERINE~~

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~~Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.~~

~~SPECIAL FLOOD HAZARD AREA~~

~~See "area of special flood hazard."~~

~~START OF CONSTRUCTION~~

~~The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, substantial improvement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of pipes, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, or modification of any construction element, whether or not that alteration affects the external dimensions of the building.~~

~~STRUCTURE~~

~~For floodplain management purposes, a walled and roofed building. A gas or liquid storage tank that is principally above ground is also a structure.~~

~~SUBSTANTIAL DAMAGE~~

~~Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damage condition would equal or exceed 50% of the assessed value of the structure before the damage occurred.~~

~~SUBSTANTIAL IMPROVEMENT~~

~~Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50% of the assessed value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:~~

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~~a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or~~

~~b. Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure, and a variance is obtained from the Board of Appeals.~~

VARIANCE

~~A grant of relief by a community from the terms of a floodplain management regulation.~~

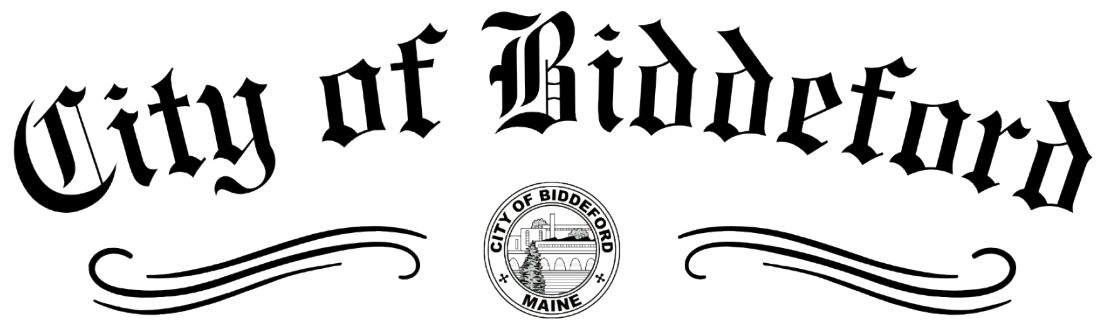
VIOLATION

~~The failure of a structure or development to comply with a community's floodplain management regulations.~~

Section 15 Abrogation.

~~[Ord. No. 2006.26, 5-2-2006]~~

~~This ordinance repeals and replaces any municipal ordinance previously enacted to comply with the National Flood Insurance Act of 1968 (P.L. 90-488, as amended).~~



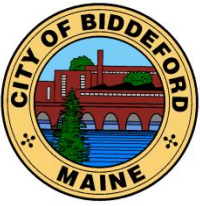
2024.98 **IN BOARD OF CITY COUNCIL ON JUNE 18, 2024 BE IT**
ORDAINED, by the City Council of the City of Biddeford, that the City's Code of Ordinances, Part III: Land Development Regulations, Article XII – Floodplain Management Ordinance Amendment to include the proposed text additions highlighted in blue underline and text deletions shown in ~~red strikethrough~~. These changes reflect the adoption of the new standards in their entirety, including the adoption of the new FEMA Flood Maps on or before July 17, 2024, and deleting our existing ordinance in its entirety, as dictated by Federal Emergency Management Agency (FEMA) and as recommended by the Department of Agriculture, Conservation & Forestry – Maine Floodplain Management Program

June 18, 2024

Motion: Councilor Beaupre
Second: Councilor Emhiser
Vote: 6 yeas – Councilors
2 nays – Councilors Ortiz and Whiting
Motion passed.

July 16, 2024

Attest by: _____
Robin Patterson, City Clerk



CITY OF BIDDEFORD

Planning and Development Department

David C.M. Galbraith
Deputy Director/City Planner
205 Main Street
P.O. Box 586
Biddeford, ME 04005
(207) 284-9115

David.Galbraith@biddefordmaine.org

Planning Board – Staff Report

TO: Chair Patoine and Members of the Biddeford Planning Board

FROM: David C.M. Galbraith, Deputy Director / City Planner

DATE: May 29, 2024

RE: **Zoning Ordinance Text Amendment: Code of Ordinances, Part III: Land Development Regulations, Article XII Floodplain Management Ordinance – SECOND READING**

MEETING DATE: June 5, 2024

Overview:

The proposed Ordinance amendment was first discussed at a public hearing at the Planning Board's May 15, 2024 meeting. As discussed at this hearing the City of Biddeford received a Letter of Final Determination (LFD) from the Federal Emergency Management Agency (FEMA) which sets the effective date of the new Digital Flood Insurance Rate Maps (DFIRMs) for York County for July 17, 2024. The LFD marks the beginning of a six-month time period for communities to update their local Floodplain Management Ordinances to reflect any changes since the last ordinance was adopted and to incorporate the new map date. **Biddeford must adopt an updated Floodplain Management Ordinance which references the new map date on or before July 17, 2024, in order to avoid being immediately suspended from the NFIP.**

Suspension from the NFIP will have immediate affects, particularly for those with flood insurance policies in effect. Policies cannot be renewed and new policies cannot be written if the community is suspended. Obviously, the City does not want to see that happen to our citizens / property owners. Participation in the NFIP provides protection to those members of our community who may be affected by flooding. In addition, federal flood insurance is available to those who have federally backed mortgages in the floodplain. Another important benefit is our community's eligibility for disaster funding and low interest loans if/when our county is in a declared disaster area. This is all possible by way of our community's commitment to adopt, administer, and enforce its floodplain ordinance and our commitment to regulate development within Biddeford's flood prone areas.

Attached is a copy of the most current state model Floodplain Management Ordinance that has been customized specifically for the City of Biddeford. The attached Ordinance contains all the changes that have occurred at the federal and state level since our Floodplain Management Ordinance was last adopted / amended. As FEMA has very specific requirements regarding ordinance language, the City is being encouraged to adopt the Ordinance without changes.

Zoning Ordinance Amendment: Code of Ordinances, Part III: Land Development Regulations, Article XII – Floodplain Management Ordinance to include the new map date and to be in compliance as dictated by the Federal Emergency Management Agency (FEMA) – Second Reading.

Planning Board Meeting: June 5, 2024 – SECOND HEARING

Staff Recommendation:

As outlined above, Biddeford must adopt an updated Floodplain Management Ordinance which references the new map date on or before July 17, 2024, in order to avoid being immediately suspended from the NFIP. Staff is recommending the adoption of the proposed / attached Ordinance in addition to repealing the City's existing Ordinance, immediately following the adoption of the proposed Ordinance. Staff recommends the Planning Board forward a positive recommendation for adoption of the proposed Ordinance to the City Council. Attached for the Board's review is the proposed Amendments to the City's Floodplain Management Ordinance with proposed text highlighted in blue underline and text deletions shown in ~~red-strikethrough~~. These changes reflect the adoption of the new standards in their entirety, and deleting our existing ordinance in their entirety, as recommended by the Department of Agriculture, Conservation & Forestry – Maine Floodplain Management Program.

SAMPLE MOTIONS:

- A. Motion to Approve: I motion to APPROVE the proposed Zoning Ordinance Text Amendment: Code of Ordinances, Part III: Land Development Regulations, Article XII Floodplain Management Ordinance – SECOND READING, as written, and upon adoption replace the City's existing Floodplain Management Ordinance.
- B. Motion to Deny I motion to DENY the proposed Zoning Ordinance Text Amendment: Code of Ordinances, Part III: Land Development Regulations, Article XII Floodplain Management Ordinance – SECOND READING, for the following reasons:
- 1) _____.
 - 2) _____.
 - 3) _____.
- C. Motion to Table: I motion to TABLE the proposed the proposed Zoning Ordinance Text Amendment: Code of Ordinances, Part III: Land Development Regulations, Article XII Floodplain Management Ordinance – SECOND READING, for the following reasons:
- 1) _____.
 - 2) _____.
 - 3) _____.



City Council

Meeting July 16, 2024

Date:

Meeting 6:00 PM

Time:

Agenda Item 11.b

No:

Item 2024.99 Rezoning Request / 118 Alfred Street (Tax Map & Lot# 38-303-1) from

Description: MSRD-2 to MSRD-1

Submitted By: David C.M. Galbraith, Deputy Development Director / City Planner

Supporting Information/Documentation:

118 Alfred Street Rezoning. Order 6-18-24 2nd, Exhibit A - 118 Alfred Street Rezoning - Map - Council 1st Reading 6-18-24, 118 Alfred Rezoning Dominos PB FINAL Hearing 5-15-24

Key Terms:

Executive Summary:

City Staff is proposing to rezone the property located at 118 Alfred Street (Tax Map & Lot# 38-303-1) from MSRD-2 to the MSRD-1 zoning district. The subject property is surrounded on two (2) sides by properties, including the Post Office to the immediate north, which are currently zoned MSRD-1.

Detailed Review:

The proposed rezoning was first introduced to the Planning Board on March 20, 2024 as planners Business. The proposed map amendment was also discussed on April 17, 2024 and was tabled as the Board requested additional information. The Planning Board also held two (2) additional public hearings, on May 1, 2024 and May 15, 2024. At the May 15th meeting the Board voted to approve the proposed rezoning which passed with a 2-1-0 vote.

The proposed rezoning came about due to the anticipated Elm Street Corridor Improvements which include the acquisition by eminent domain, by the Maine Department of Transportation (MDOT), of the existing Domino's Pizza which would be removed to make way for the reconfiguration / extension of Pearl Street to make a four (4) way intersection of Pearl, Elm

Street and Spruce Street.

When identifying possible locations for the relocated Domino's store, the only site that worked for the owner is the 118 Alfred Street location. This site was ideal as it keeps her store in the same general neighborhood and customer base, which was key as their existing Biddeford store is their most profitable store under her ownership. The 118 Alfred Street property is currently zoned MSRD-2 rezone but the Use (Restaurant) is currently not permitted in that zone.

However, the property is surrounded on 2 sides with properties located in the MSRD-1 zoning district, the most notable is the Post Office (Tax Map & Lot # 38-304), which is located to the immediate north and shown in pink, and additional commercially MSRD-1 zoned properties that extend down the east side of Alfred Street, beyond the subject property, ending at Birch Street. The immediate area would best be described as a mixed use neighborhood primarily made up of multi-family residential buildings and commercial buildings. Therefore, to relocate the business to this location, the zoning would need to be changed from MSRD-2 to MSRD-1.

The subject property is .37 acres (approx. 16,117 square feet) in area and the proposed rezoning would include the proposed property and portions of Washington Street and Alfred Street, immediate adjacent to the property as the existing zoning delineation lines are located at the center lines of the right-of-way.

Funding Source:

Staff Recommendation:

Staff recommends approval of the proposed rezoning as it seeks to extend the MSRD-1 zoning line to include the subject property, located to the immediate south and west of the current MSRD-1 zoning district boundary, which would allow the Domino's Pizza to relocate to this property. The Planning Board reviewed the proposed map amendment and forwarded a positive recommendation to the City Council to approve the proposed rezoning.

City of Biddeford



2024.99 **IN BOARD OF CITY COUNCIL JUNE 18, 2024 BE IT ORDAINED**, by the City Council of the City of Biddeford, that the Zoning and Land Use Map be amended to rezone the property located at 118 Alfred Street (Tax Map & Lot# 38-303-1) from MSRD-2 to MSRD-1, as illustrated on the attached map.

June 18, 2024

Motion: Councilor Beaupre

Second: Councilor Belanger

Vote: 6 yeas – Councilors Doughty, Gross, Beaupre, Belanger, Emhiser and LaFountain

2 nays – Councilors Ortiz and Whiting.

Motion passed.

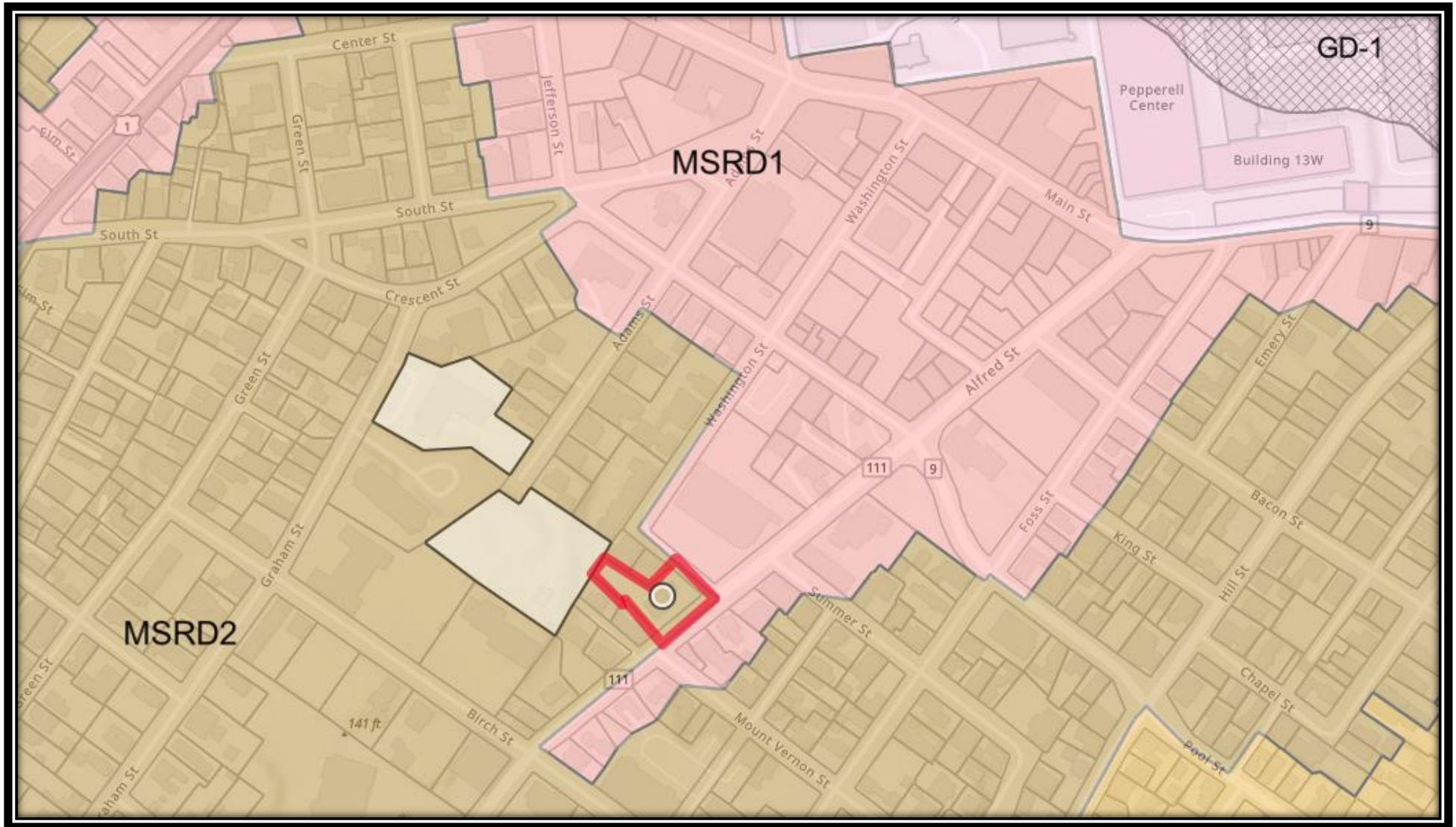
July 16, 2024

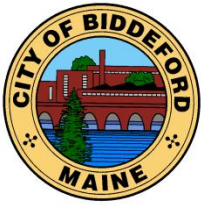
Attest by: _____

City Council – Meeting Date June 18, 2024

Rezoning Request: 118 Alfred Street (Tax Map & Lot# 38-303-1) from MSRD-2 to MSRD-1 / First Reading

Exhibit # 1





CITY OF BIDDEFORD

Planning and Development Department

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Deputy Director/City Planner
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Biddeford, ME 04005
(207) 284-9115

David.Galbraith@biddefordmaine.org

PLANNING BOARD MEMORANDUM

TO: Chair Patoine and Members of the Biddeford Planning Board

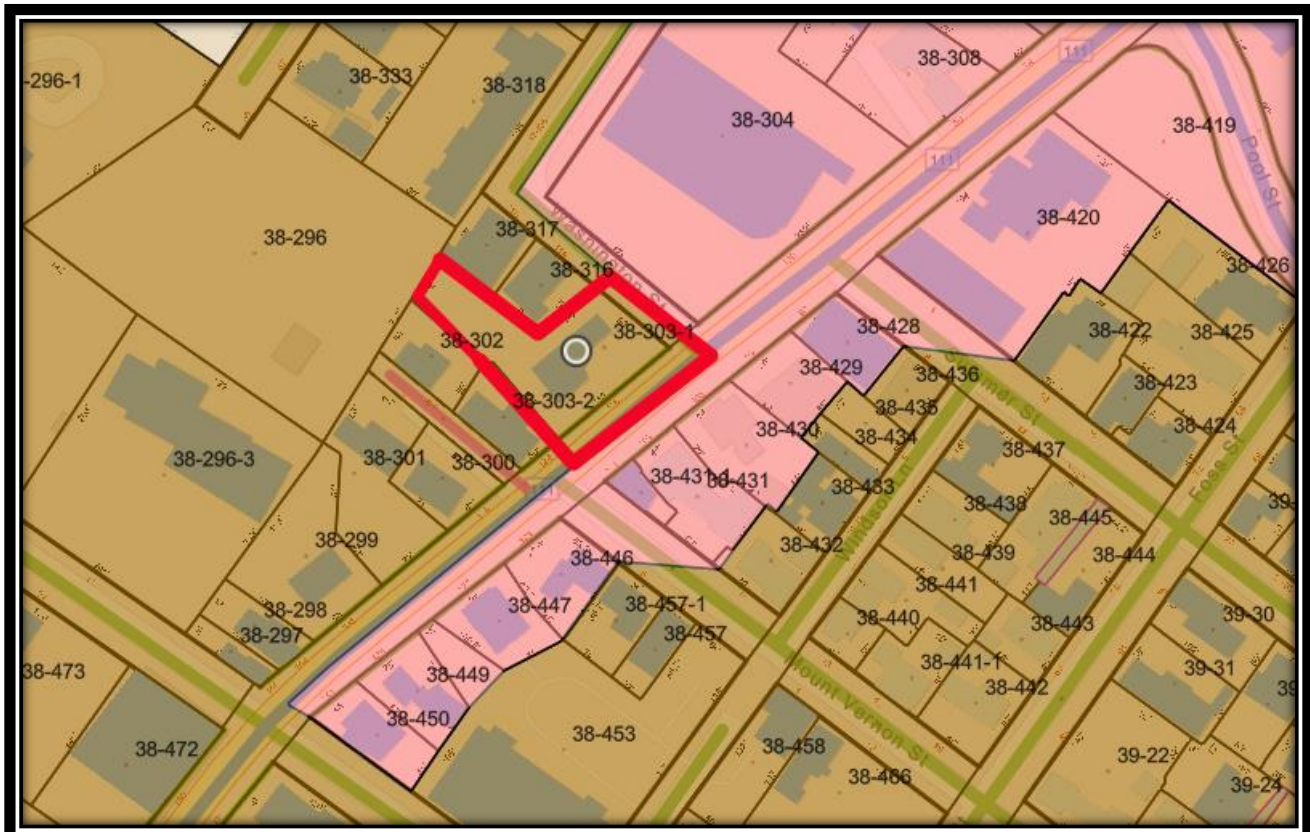
FROM: David C.M. Galbraith, Deputy Director / City Planner

DATE: May 2, 2024

RE: **Case # 2024.17 Rezoning Request / 118 Alfred Street (Tax Map & Lot# 38-303-1) / from MSRD-2 to MSRD-1 / Second Reading**

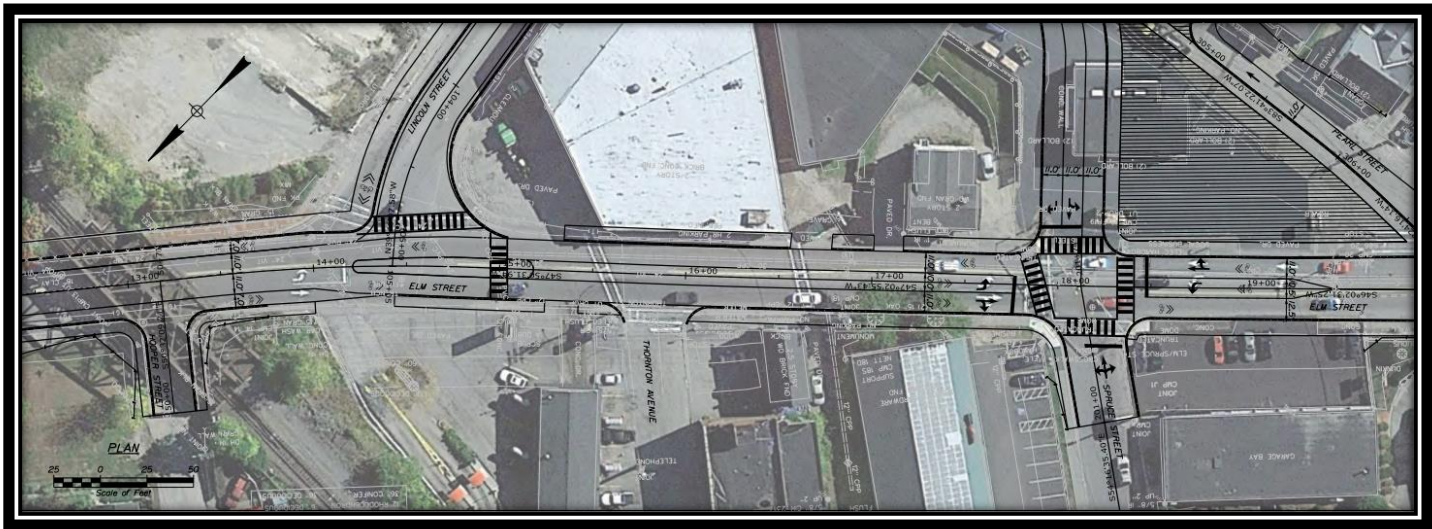
Hearing Date: May 15, 2024

City Staff is proposing to rezone the property located at 118 Alfred Street (Tax Map & Lot# 38-303-1) from MSRD-2 to the MSRD-1 zoning district. This rezoning request was first brought before the Board under "Planner's Business" on March 20, 2024. This meeting included a very brief overview of the rezoning request, the existing use of the property and a discussion of the existing zoning in the immediate area.



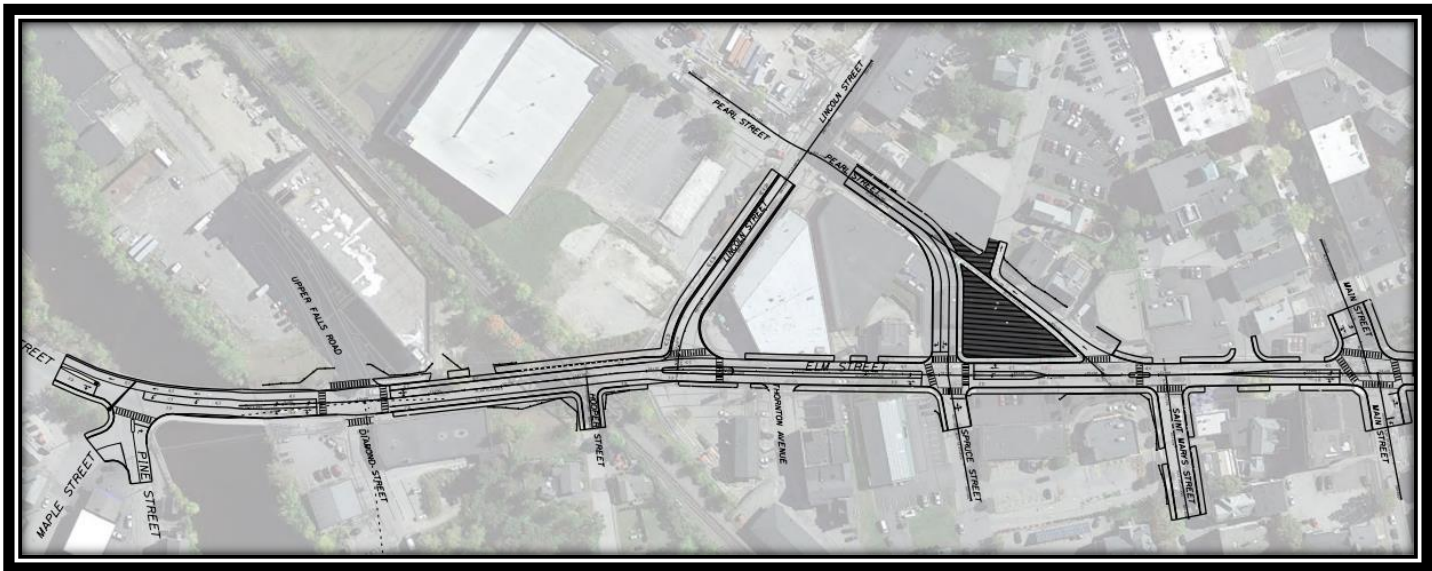
Case # 2024.17 – Rezoning Request / 118 Alfred Street (Tax Map & Lot# 38-303-1) / from MSRD-2 to MSRD-1 / Second Reading
Hearing Date: May 15, 2024

As the Board was made aware, City Staff has been working with the owner of Domino's Pizza, who is currently located at 111 Elm Street, who was/is searching for a new location for her business.



Elm Street Corridor Improvements – Progress Plans – Spruce Street Intersection Upgrades

As previously discussed at the Board meetings of March 20, 2024 (project introduction), April 17, 2024 (preliminary hearing – TABLED), and most recently at the Board’s May 1, 2024 meeting (preliminary hearing #2 – Passed 2-1-0), the property owner needs to vacate their existing building due to the planned Elm Street Corridor Improvement Project. The Corridor Project extends the length of Elm Street from Main Street (Biddeford) to Pine Street in the City of Saco. As illustrated above, the existing Domino’s Pizza (top right hand corner of above image) is proposed to be removed and replaced by an extension of Spruce Street, at the existing intersection. The Spruce Street extension would (as currently designed) need to go through the existing building and would connect to Pearl Street. The primary need for the Spruce Street extension is due to the need to make Lincoln Street a one way road flowing to the north. The existing left turn from Elm Street onto Lincoln Street, and the left hand turn from Lincoln Street onto Elm Street need to be eliminated for more efficient traffic flow.

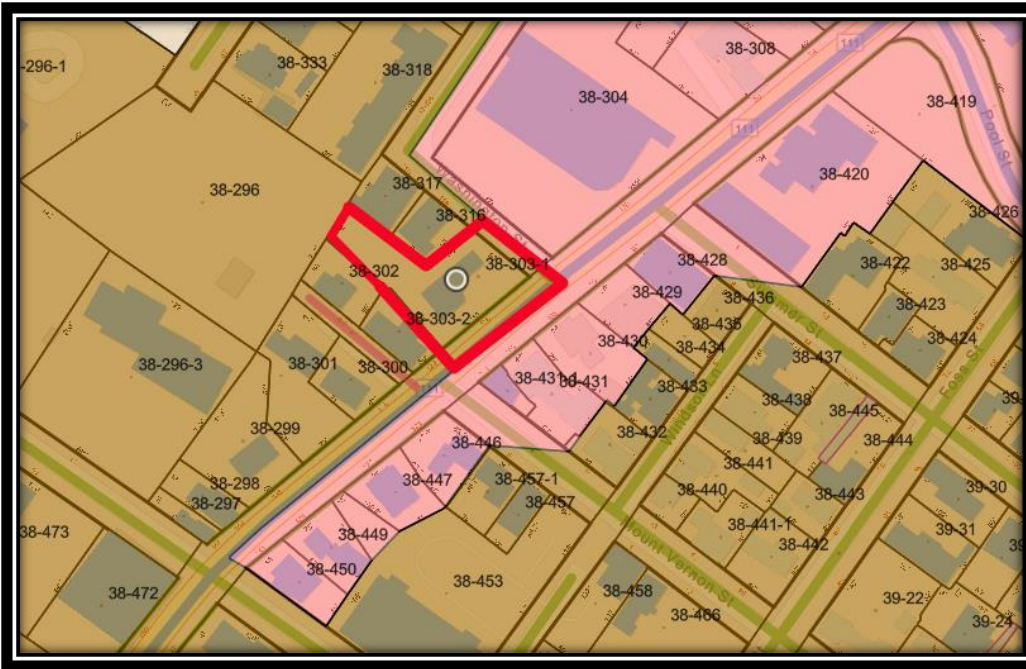


Elm Street Corridor Improvements – Progress Plans – Project Scope

Case # 2024.17 – Rezoning Request / 118 Alfred Street (Tax Map & Lot# 38-303-1) / from MSRD-2 to MSRD-1 / Second Reading
Hearing Date: May 15, 2024

When identifying possible locations for the relocated Domino's store, the only site that seemed to work for the owner is the 118 Alfred Street location. This site was ideal as it keeps her store in the same general neighborhood and customer base, which was key as their existing Biddeford store is their most profitable store under her ownership. The 118 Alfred Street property is currently zoned MSRD-2 rezone but the Use (Restaurant) is currently not permitted in that zone. However, the property is surrounded on 2 sides with properties located in the MSRD-1 zoning district, the most notable is the Post Office (Tax Map & Lot # 38-304), which is located to the immediate north and shown in pink, and additional commercially MSRD-1

zoned properties that extend down the east side of Alfred Street, beyond the subject property, ending at Birch Street. The immediate area would best be described as a mixed use neighborhood primarily made up of multi-family residential buildings and commercial buildings. Therefore, to relocate the business to this location, the zoning would need to be changed from MSRD-2 to MSRD-1.



Proposed Rezoning Area from MSRD-2 to MSRD-1



118 Alfred Street (Tax Map & Lot# 38-303-1) / from MSRD-2 to MSRD-1



118 Alfred Street (Tax Map & Lot# 38-303-1) / from MSRD-2 to MSRD-1

The subject property is .37 acres (approx. 16,117 square feet) in area and the proposed rezoning would include the proposed property and portions of Washington Street and Alfred Street, immediate adjacent to the property as the existing zoning delineation lines are located at the center lines of the right-of-way.

2. PROJECT DATA/INFORMATION:

Property Address: 118 Alfred Street
Tax ID#: Tax Map & Lot# 38-303-1
Current Zoning: MSRD-2
Proposed Zoning: MSRD-1
Lot Size: .37 acres (approx. 16,117 square feet)

Case # 2024.17 – Rezoning Request / 118 Alfred Street (Tax Map & Lot# 38-303-1) / from MSRD-2 to MSRD-1 / Second Reading
Hearing Date: May 15, 2024

3. **REVIEW PROCESS:** The proposed rezoning process requires two (2) public hearings by the Planning Board followed with a recommendation to the City Council for approval or denial. The City Council then reviews, at two (2) regularly scheduled meetings, and votes to deny or approve the proposed rezoning.

4. **STAFF RECOMMENDATION:** This request is being evaluated for Final Rezoning review. Staff is supportive of the proposed rezoning as it seeks to extend the MSRD-1 zoning line to include the subject property, located to the immediate south and west of the current MSRD-1 zoning district boundary.

5. **SAMPLE MOTIONS:**

A. Motion to approve Case # 2024.17 Final Rezoning Review for the property located at 118 Alfred Street (Tax Map & Lot# 38-303-1) from the MSRD-2 zoning district to the MSRD-1 zoning district.

B. Motion to Table Case # 2024.17 Final Rezoning Review for the property located at 118 Alfred Street (Tax Map & Lot# 38-303-1) from the MSRD-2 zoning district to the MSRD-1 zoning district, based upon the following reasons:

- a) _____
- b) _____
- c) _____

C. Motion to Deny Case # 2024.17 Final Rezoning Review for the property located at 118 Alfred Street (Tax Map & Lot# 38-303-1) from the MSRD-2 zoning district to the MSRD-1 zoning district, based upon the following reasons:

- a) _____
- b) _____
- c) _____

City of Biddeford

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

2024.113 IN BOARD OF CITY COUNCIL... July 16, 2024

BE IT ORDERED, that the proposed Amendment to the CDBG 2019 Annual Action Plan be adopted, which is summarized as follows: To include a new public facility and infrastructure improvement activity to support a budget allocation of \$45,000.

Attest by: _____



City Council

Meeting Date: July 16, 2024

Meeting Time: 6:00 PM

Agenda Item No: 12.a.

Item Description: Order #2024.113 Amendment to CDBG 2019 Annual Action Plan

Submitted by: Jessica Wilson, Community Development Coordinator

Supporting Information/Documentation:

Amendment to CDBG 2019 Annual Action Plan

Key Terms:

HUD: U.S. Department of Housing & Urban Development, the federal funder of the CDBG program.

CDBG: Community Development Block Grant, an annual award provided on a formula basis to entitled cities to develop viable communities via decent housing and a suitable living environment and via expanded economic opportunities, principally for low- and moderate-income persons (i.e., households earning no more than 80% of area median income).

CDBG-CV: The Community Development Block Grant CARES Act (CDBG-CV) program provides formula-based grants to states, insular areas, and local governments to prevent, prepare for, and respond to the spread of COVID-19.

Executive Summary:

Staff recommends amending the CDBG 2019 (Year 2) Annual Action Plan to include a new public facility and infrastructure improvement activity to support a budget allocation of \$45,000. This amendment would allow for renovations to the Seeds of Hope Overnight Warming Center.

Detailed Review:

In response to COVID-19, HUD allocated CDBG-CV funding, authorized by the Coronavirus Act, Relief, and Economic Security Act, to the City totaling \$402,684 to support COVID-related expenses. The City amended its 2018-2023 Consolidated Plan and 2019 Annual Action Plan (2019 AAP) to enable the use of the CDBG-CV funds. These funds must be expended within six years of the City's grant agreement with HUD, or June 18, 2026.

The previous amendment to the 2019 AAP added priority activities to include supporting a job retention program (\$236,079), an emergency food bank (\$5,447), and a community support program (86,069). The funds for job retention and the emergency food bank have been fully drawn. The community support program was designed to allow a group of nonprofits and service providers to launch a program to provide coordinated services and referrals for community members facing substance use issues, mental and physical health concerns, and those experiencing housing insecurity or homelessness. Seeds of Hope is the only hub from which this program is being administered and, thus, received two separate allocations, totaling \$86,069, to be reimbursed for a period that ends on October 25, 2024.

Seeds of Hope operates an overnight warming shelter that provides a space for unsheltered individuals to shelter themselves from winter or other extreme weather from December 1 to March 15. Seeds had requested this additional funding to extend the operations of the overnight warming shelter through the end of April, however, weather conditions improved so that the extended operations were not necessary.

Improvements to public facilities such as Seeds of Hope is an eligible use of CDBG-CV funds and meets a priority need based on previous public comment. The public comment period for this proposed amendment runs from July 11 to July 16, 2024 with a public hearing to be held on July 16. No comments have been received to date, but will be included in the attached plan amendment as they are received. Staff will update the Council as to any comments received through the remainder of the comment period.

Funding Source:

Community Development Block Grant CARES Act Program

Staff Recommendation:

Staff recommends approval of the amendment.

CITY OF BIDDEFORD 2019-2020 Annual Action Plan

Fourth Amendment

July 1, 2019 – June 30, 2020



**City of Biddeford, Maine
Planning and Development Department
Community Development Program
205 Main Street
Biddeford, ME 04005
www.biddefordmaine.org**

July 16, 2024

CITY OF BIDDEFORD

2019-2020 Annual Action Plan Amendment

The purpose of this amendment is to add a new CDBG-CV social services project that will allow the City to fund the overnight warming shelter at Seeds of Hope.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

Introduction

The 2019-2020 Annual Action Plan (AAP) is being amended to include a new public facility and infrastructure improvement project which will enable the City to address an identified priority need by which CDBG-CV funding will be utilized.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	BIDDEFORD	Department of Planning & Community Development
CDBG Administrator	BIDDEFORD	Department of Planning & Community Development

Table 1 – Responsible Agencies

Consolidated Plan Public Contact Information

Jessica Wilson, Community Development Coordinator

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

Based on the City of Biddeford's Citizen Participation Plan (CPP), this amendment is considered substantial and will follow the CPP process.

Projects

AP-35 Projects – 91.220(d)

Introduction

In Year 2 the City of Biddeford will continue to fund projects that address its top goal – To eliminate slum and blight/create jobs in the downtown area through infrastructure and public facilities improvements that benefit LMI neighborhoods. The rationale for continuing to target funds for projects such as sidewalks and other street amenities under this Priority, is based on the high percentage of LMI citizens in the downtown census tracts, and the City's commitment to improving access to services and work opportunities throughout the downtown. The City also sees that safe and adequate housing, and homeownership as a top priority, followed by public service programs. To stimulate business development and job growth the Downtown Improvement Program is seen as a final piece of the puzzle. Administration will be funded at. A Contingency has been added for cost over runs for projects and activities in Year 2. A Minor Amendment is being completed to allow for a reduction in units to be rehabilitated from 28 to 12 due to the expected costs. This was determined after consultation with a state agency.

A substantial amendment to this Year 2 Action Plan is being submitted to allow for inclusion of funding for a new public facility and infrastructure improvement activity in the form of renovations at Seeds of Hope.

Projects

#	Project Name
1	Sidewalk/Lighting Improvements & Amenities
3	Administration
4	Multi Family Housing Rehabilitation
5	Slum and Blight Program
6	Meals on Wheels Program
7	Seeds of Hope Career Center
8	New Horizons for Taumatized New American Youth
9	ArtVan Program
10	Cultural Exchange Program
11	Bacon Street HUB and Programs
12	Contingency
13	Shevenell Park
14	CV-Job Retention Program

Annual Action Plan Amendment
2019

4

#	Project Name
15	CV-Admin
16	CV-Community Support Program
17	Seeds of Hope Food Bank
18	CV-Seeds of Hope Overnight Warming Center
19	CV-Seeds of Hope Renovations

Table 2 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Through citizen participation involving the process of holding two public hearings, a 30-day comment period, input from City Departments, and the CAC, the projects were established and allocation priorities set. In addition, the Citizens Advisory Committee gave input at every step of the process to ensure funds were allocated equitably and for the highest priorities. The Citizens Advisory Committee is the City's "eyes and ears" on the streets and gathers input from citizens in their day to day contact. Also, the Seeds of Hope, Coastal Healthy Communities Coalition, the various consultations, etc. helped to substantiate the reasons for allocation priorities.

The City continues to be dedicated to meeting the needs of the underserved and addressing any obstacles that would impair the free flow of needed services. The CD Coordinator is on the Biddeford Resource Group email list, which is a countywide social service network that is available to assist providers and clients with every type of social service. The CD Coordinator also works closely with the City's Health and Welfare Department and Biddeford Housing Authority, and searches for outside grant and funding sources to address the needs of the underserved. In addition, public hearings, activities and the festival, continue to allow for one-on-one contact to listen to residents and make the CD Coordinator or persons involved in the activity available to citizens.

A housing workshop with the Maine Housing Authority and other organizations, stressed the need for the development of more affordable housing, with a pathway to homeownership. Other additional services and resources for the underserved were recognized through the "My Neighborhood Network".

AP-38 Project Summary

Project Summary Information

18	Project Name	Seeds of Hope Overnight Warming Shelter
	Target Area	Citywide
	Goals Supported	Social Services
	Needs Addressed	Social Services
	Funding	CDBG-CV: \$45,000
	Description	Overnight warming shelter for those experiencing COVID-related homelessness
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	20 persons experiencing COVID-related homelessness.
	Location Description	35 South St, Biddeford, ME
	Planned Activities	Provide warm space for those experiencing homelessness when temperatures are below freezing or other extreme weather conditions exist.



City Council

Meeting July 16, 2024

Date:

Meeting 6:00 PM

Time:

Agenda 12.b

Item No:

Item 2024.114 Approval/Authorization Trailside Way Affordable Housing Tax Increment

Description: Financing District Application

Submitted George Gervais, Director, Planning & Economic Development

By:

Supporting Information/Documentation:

Trailside Way AHTIF - ORDER, 20240702 Biddeford Trailside Way AHTIF application draft 0710, JDA_City-Eon_-_signed_9-2021

Key Terms:

AHTIF: Affordable Housing Tax Increment Financing District

Executive Summary:

Avesta Housing Development Corporation and Avesta Barra Road LP (collectively the "Developer") are proposing to establish an affordable housing tax increment financing district in the City of Biddeford (the "City") to be known as the Trailside Way Affordable Housing Municipal Development and Tax Increment Financing District (the "District"). Avesta Barra Road LP is proposing to develop a 46-unit elderly affordable housing building within the District (the "Project"). This AHTIF application anticipates a 100% capture of incremental tax revenues. 75% is designated the affordable housing development project to the developer through a Credit Enhancement Agreement. The remaining 25% of incremental tax revenue remains with the city.

Detailed Review:

This Development project provides for the creation of an Affordable Housing Development District located at 60 Barra Road, more specifically Tax Map 7 Lot 15-1; the current street address for the Project is currently *unestablished*, but proposed to be on a new road named "Trailside Way". Under the proposed Indian Cliff Development subdivision proposal, the parcel is proposed as Lot A. The location of the District is bounded northwesterly by Barra Road

Extension and southwesterly by land now known as 60 Barra Rd, southeasterly by land labelled Lot B, C, and D and northeasterly by a proposed right of way, which is a portion of a larger parcel of land owned by Mike Eon Associates, LTD described in a deed record in the York County Registry of Deeds in Book 5468, Page 6, together with all easements appurtenant thereto. The parcel comprising the District is approximately triangular in shape and encompasses an area of 2.24 acres.

In order to provide, preserve, and enhance much needed affordable housing in the City of Biddeford, the developer is requesting Tax Increment Financing to support ongoing affordability of the project. By providing for the reinvestment of a portion of the new (incremental) tax revenues (75%) via a Credit Enhancement Agreement with a 30-year term, this District will provide for much needed Affordable Housing development within the District. The Development Project will not be feasible but for the approval of the proposed Credit Enhancement Agreement. The remaining 25% will contribute to Sewer Capacity Upgrades and will contribute to the City Affordable Housing Trust Fund.

The Trailside Way AHTIF application contemplates \$200,000 to the Affordable Housing Trust Fund and \$147,588 towards Sewer Capacity Upgrades representing the 25% City portion of incremental tax revenue. Alternatively, the Council may certainly choose to alter these contributions, or could choose to capture only the 75% needed for the development to move forward and allow the remaining 25% to flow unsheltered to the General Fund.

Site development is focused on the entire parcel and consists of one large residential building, associated parking, and landscaped green space. The site is presently undeveloped and primarily wooded. Public water supply and sewer utilities will be extended to serve the site.

Topographically, the developed portion of the District is rolling. Surface drainage is generally to the southeast, and the new building proposes an on-site soil filter. Land use is generally commercial and residential in the vicinity of the site. The parcel is zoned as R-3; however, a contract zone for the parcel is pending approval.

The associated Joint Development Agreement has been provided in the packet for reference.

Funding Source:

N/A

Staff Recommendation:

Staff recommends the City Council approve the establishment of the "Trailside Way Affordable Housing Tax Increment Financing District" as well as the associated Credit Enhancement Agreement and Authorize the City Manager to sign and submit to Maine State Housing Authority for approval the AHTIF Application documents to establish the District, in substantially the form as presented, and to execute the Credit Enhancement Agreement conditioned upon the final underwriting recommendations.



2024.114

IN BOARD OF CITY COUNCIL... July 16, 2024

**Trailside Way Affordable Housing
Municipal Development and Tax Increment Financing District**

WHEREAS, the City of Biddeford (the “City”) is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate the **Trailside Way Affordable Housing Municipal Development and Tax Increment Financing District** (the “District,”) and the Development Program (the “Development Program,”) for the District; and

WHEREAS, there is a need for economic development and affordable housing in the City, in the surrounding region, and in the State of Maine; and

WHEREAS, there is a need to improve and broaden the tax base of the City; and to improve the general economy of the City and the surrounding region, and to provide the impetus for affordable housing development within the City; and

WHEREAS, implementation of the Development Program will help to improve and broaden the tax base in the City and improve the economy of the City and the region by attracting business development in the area and creating affordable housing in the District; and

WHEREAS, there is a need to implement continued economic development initiatives in the District through the Development Program in accordance with the provision of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended; and

WHEREAS, it is expected that approval will be obtained from the Maine State Housing Authority (“MaineHousing”), approving the **Trailside Way Affordable Housing Municipal Development and Tax Increment Financing District** and the Development Program related thereto;

BE IT ORDERED as follows:

Section 1. The City of Biddeford hereby designates the District and adopts the associated Development Program for the District; such designation and adoption to be pursuant to the following findings, terms, and provisions:

Section 2. The City Council hereby finds and determines that:

- a. At least twenty-five percent (25%), by area, of the real property within the District, as hereinafter designated, is suitable for residential use, blighted area, or is in need of rehabilitation; and
- b. The total area of the District does not exceed two percent (2%) of the total acreage of the City, and the total area of all existing and proposed development districts within the City (including the District) does not exceed five percent (5%) of the total acreage of the City; and
- c. The original assessed value of all existing and proposed affordable housing tax increment financing districts (including the District) does not exceed five percent (5%) of the total value of equalized taxable property within the City as of April 1, 2023; and
- d. The District and pursuit of the Development Program will make a contribution to the expansion of affordable housing opportunities within the municipality, the economic growth and well-being of the City and the surrounding region, and will contribute to the betterment of the health, welfare and safety of the inhabitants of the City, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose. The City has considered all evidence, if any, presented to it with regard to any adverse economic effect on or detriment to any existing business and has found and determined that such adverse economic effect on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the District and Development Program.

Section 3. Pursuant to the provisions of 30-A M.R.S. § 5250-A, the percentage of increased assessed value to be retained as captured assessed value in accordance with the Development Program is hereby established as set forth in the Development Program.

Section 4. The City Manager, or his duly appointed representative, is hereby authorized, empowered and directed to submit the proposed Development Program for the District to MaineHousing for review and approval pursuant to the requirements of 30-A M.R.S. § 5250-A.

Section 5. The foregoing designation of the District and adoption of the Development Program for the District shall automatically become final and shall take full force and effect upon receipt by the City of approval by MaineHousing, without requirement of further action by the City, the City Council, or any other party.

Section 6. The City Manager, or his duly appointed representative, is hereby authorized and empowered, at his discretion, from time to time, to make such revisions to the District and Development Program as the City Manager may deem reasonably necessary or convenient in order to facilitate the process for review and approval of the District by MaineHousing, or for any other reason, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Development Program.

Section 7. The City Manager, or his duly appointed representative, is hereby authorized, delegated and directed to submit any reports to MaineHousing regarding the District and Development Program.

Section 8. The City Manager, or his duly appointed representative, in the name and on behalf of the City, is hereby authorized and directed to enter into credit enhancement agreements between the City and the developers of the projects to be located in the District, in substantially the form as presented to the City Council in conjunction with this Order and on terms as described in the Development Program and any other negotiated agreements between the City and the Developers.

Attest by: _____

MAINE STATE HOUSING AUTHORITY

APPLICATION

Affordable Housing Tax Increment Financing

The Municipal Affordable Housing Development Districts statute, 30-A M.R.S.A. §§5245 – 5250-G, referred to as the "TIF Statute" in this Application, applies to affordable housing tax increment financing in Maine. The TIF Statute provides that before a municipality's designation of an affordable housing development district and its adoption of the associated affordable housing development program for the district become effective, MaineHousing must review the proposed district and development program to ensure compliance with the TIF Statute.

All applications to MaineHousing for review of an affordable housing development district and its associated development program must be on this form and include all eight Attachments noted below.

Sections 1 and 2 below are in fillable PDF format and may be completed on-line. After you have completed Sections 1 and 2, please print the Application and sign where indicated in Section 1.

This Application, with Attachments 1 through 8, may be submitted to MaineHousing in one of two ways:

By Email to Donald Guild, Esq. sent to dguild@mainehousing.org, *or*

By mail to: Donald Guild, MaineHousing, 26 Edison Drive, Augusta, Maine 04330

In this Application "district" means an affordable housing development district and "development program" means an affordable housing development program.

SECTION 1 – APPLICANT INFORMATION

1-1 Name of applicant city or town: City of Biddeford

1-2 Municipal official submitting this Application:

James A. Bennett

Printed name

City Manager

Title

PO Box 586, Biddeford, ME 04005

Mailing address

207-284-9313

Phone number

james.bennett@biddefordmaine.org

E-mail address

The municipal official named above certifies that he/she has the authority to submit this Application to MaineHousing and further certifies that to the best of his/her knowledge, the information contained in this Application and its Attachments is true.

Signature

Date

- 1-3 Municipal official with authority to submit annual reports to MaineHousing on the status of the district:

James A. Bennett

City Manager

Printed name

Title

PO Box 586, Biddeford, ME 04005

Mailing address

207-284-9313

james.bennett@biddefordmaine.org

Phone number

E-mail address

SECTION 2 – NOTICE AND HEARING

Before designating a district or adopting a development program, the municipal legislative body must

- (a) hold at least one public hearing,
- (b) publish notice of the hearing at least 10 days before the date of the hearing in a newspaper of general circulation in the municipality,
- (c) at the hearing, consider
 - (i) whether the district and development program will contribute to the expansion of affordable housing or the betterment of the health, welfare or safety of the residents,
 - (ii) any claim by a party that the district or development program will be detrimental to that party's property interests for which substantial evidence is produced, and whether any adverse economic effect is outweighed by the availability of affordable housing or the betterment of resident health, welfare or safety.

- 2-1 Date of public notice: _____

Attachment 1 – Newspaper Notice

Include as Attachment 1 a copy of the newspaper page showing the public notice and the newspaper name and date.

- 2-2 Date of public hearing: July 16, 2024

Attachment 2 – Public Hearing Record

Include as **Attachment 2** the record of the meeting at which the public hearing was held, certified by the municipal clerk.

Attachment 3 – Additional Documents

Include as **Attachment 3** all documentation submitted to, or prepared by, the municipality relating to items (c)(i) and (c)(ii) above.

SECTION 3 – MUNICIPAL APPROVAL

Conditions of municipal approval of district and development program

The TIF Statute sets out conditions for the designation of a district and adoption of a development program by a city or town. A municipality must designate a district and adopt a development program meeting these conditions.

To assist municipalities in ensuring that districts and development programs comply with the conditions of the TIF Statute, we have set out below a **Checklist in Appendix A** that can be used in designating a district and adopting a development program. The Checklist covers the conditions in the TIF Statute that need to be met in approving the district and development program. While MaineHousing does not require municipalities to fill in or follow the format of the Checklist, in reviewing a district and development program approved by a municipality, we will look for specific information in the Application materials (including the Attachments) the city or town submits to us showing compliance with all the conditions of the TIF Statute.

IMPORTANT NOTE: Because the TIF Statute defines a district as "a specified area within the corporate limits of a municipality that has been designated . . . to be developed" under a development program, a development program must, at a minimum, include new construction of affordable housing or rehabilitation of existing housing inside the district, or both. A municipality may not create a district for the sole purpose of capturing tax increment revenues that would result only from inflationary adjustments to property values with no development of new housing or rehabilitation of existing housing in the district.

Attachment 4 – Municipal Approval

Include as **Attachment 4** a copy of the order or resolution and vote of the municipal legislative body approving the district and development program, certified by the municipal clerk.

Attachment 5 – District Maps

Include as **Attachment 5** a municipal map and tax map showing the district boundaries.

Attachment 6 – Certification of Original Assessed Value of District

Include as **Attachment 6** a dated certification signed by the municipal assessor showing the original assessed value of the district. "Original assessed value" means the taxable assessed value of the district as of the March 31st before municipal approval of the district.

Attachment 7 – Development Program

Include as **Attachment 7** a copy of the development program approved by the municipality's legislative body.

Attachment 8 – Credit Enhancement or Other Agreement

Include as **Attachment 8** a copy of the credit enhancement agreement or other tax increment revenue sharing agreement, whether or not executed.

**See Appendix A below for
Checklist for Approval of District and Development Program**

DRAFT

Appendix A

Checklist for Approval of District and Development Program

The TIF Statute sets out conditions for the designation of a district and adoption of a development program by a city or town. A municipality must designate a district and adopt a development program meeting these conditions.

To assist municipalities in ensuring that districts and development programs comply with the conditions of the TIF Statute, we have set out below a **Checklist** that can be used in designating a district and adopting a development program. The Checklist covers the conditions in the TIF Statute that need to be met in approving the district and development program. While MaineHousing does not require municipalities to fill in or follow the format of the Checklist, in reviewing a district and development program approved by a municipality, we will look for specific information in the Application materials (including the Attachments) the city or town submits to us showing compliance with all the conditions of the TIF Statute.

- ☐ District description
 - _____ Physical description of district
 - _____ Municipal map showing district boundaries
 - _____ Tax map showing district boundaries

- ☐ At least 25% of district acreage is suitable for residential use, blighted, or in need of rehabilitation/redevelopment
 - _____ % acreage suitable for residential use
 - _____ % blighted
 - _____ % in need of rehabilitation/redevelopment
 - _____ Physical description of district to support above
 - _____ Zoning designation where district is located
 - _____ Allowed uses in that zone

- ☐ District acreage divided by total municipal acreage is not more than 2%
 - _____ Total district acreage
 - _____ Total municipal acreage
 - _____ District acreage as a percent of total acreage

- ☐ Total acreage of all existing and proposed development districts (affordable housing and DECD districts) in municipality divided by total municipal acreage is not more than 5%

_____ Total acreage of all development districts

_____ Total municipal acreage

_____ Total development district acreage as a percent of total acreage

- ☐ Original assessed value (OAV)* of district

_____ Dated certification signed by municipal assessor showing OAV amount and date

* OAV means the taxable assessed value of the district as of the March 31st before municipal approval of the district.

- ☐ OAV of all existing and proposed affordable housing development districts in the municipality divided by aggregate taxable property value as of the April 1st before MaineHousing approval is not more than 5%

_____ Aggregate OAV of existing and proposed districts

_____ Aggregate taxable property value as of the April 1st before MaineHousing approval

_____ Aggregate OAV as a percent of total taxable value

- ☐ Development program start and end dates

_____ First tax year (i.e., April 1 – March 31) of development program *

* May be any tax year specified in municipal approval. If none is specified, the development program will start during the tax year of approval.

_____ Last tax year of development program **

** Not more than 30 years after tax year of MaineHousing approval.

_____ Municipal fiscal year ***

*** Example: July 1 – June 30

- ☐ The development program meets an identified housing need in municipality

_____ Description of need

_____ Description of how development program meets need

_____ Number of new rental units to be constructed

- _____ Number of existing rental units to be rehabilitated
- _____ Number of new single-family homes, including condominiums, to be constructed
- _____ Number of existing single-family homes, including condominiums, to be rehabilitated

☐ District must be a primarily residential * development

- _____ Description of residential and non-residential uses in district and acreage of each
- _____ Description of accessory uses relating to residential use

* A district is primarily residential if the overall character of the uses in the district is residential. Residential uses include both housing and uses related to residential uses, such as recreational facilities and child care facilities available to the residents of the district and small-scale nonresidential uses that are intended to provide services primarily to the residents of the district.

☐ At least 33% of the housing units in the district must be affordable housing *

- _____ Number of affordable single-family owner-occupied homes, including condominiums, in district
- _____ Number of affordable rental units in district
- _____ Total number of housing units in district
- _____ Affordable housing units as a percent of total units

* Affordable housing is an owner-occupied single-family home or condominium or a rental unit for a household earning no more than 120% of area median income (AMI). The housing must be decent, safe and sanitary. Affordable housing does not include facilities such as emergency shelters, nursing homes, convalescent homes, hospitals, residential treatment facilities, correctional facilities, or student dormitories, regardless of income level. No purchase price limits on homes or rent restrictions on rental units are required to establish that a unit is affordable.

HUD updates AMI annually. The AMI for counties and other designated areas in Maine can be found at <https://www.huduser.gov/portal/datasets/il.html>. Select the tab for the most current Year for which data is available. Click the link under Individual Income Limits Areas ("FY ____ IL Documentation"). Scroll and select the State of Maine. Scroll and select the appropriate municipality. Click "View County Calculations". Use the Median Family Income figure in the first column. Multiply that MFI figure by 120% to determine the maximum income level.

- ☐ Mechanism to ensure ongoing affordability of 33% of the housing units in district for required time

_____ Length of affordability period for owner-occupied single-family homes and condominiums *

* The minimum affordability period for single-family owner-occupied homes and condominiums is 10 years.

_____ Description of affordability mechanism for single-family owner-occupied homes and condominiums

_____ Length of affordability period for rental units **

** The minimum affordability period for rental units is 30 years.

_____ Description of affordability mechanism for rental units

A district may contain only homeownership units or only rental units or a combination of both, but a minimum of 33% of the total number of housing units in the district must be affordable for the required time, i.e., 10 or 30 years, depending on the housing type.

The affordable units can be fixed (particular units are subject to the affordability requirements and never change, i.e., those specific units must remain affordable during the applicable affordability period and other units cannot be substituted for them) or they can float (units initially designated as affordable may change over time and other affordable units can be substituted in their place) provided that at least 33% of the total number of housing units in the district are affordable housing at any given point in time.

Whether the units are rental or homeownership units, the affordability period begins to run when the units have been constructed or rehabilitated into decent, safe and sanitary housing and (i) are available for occupancy if the development is subject to a declaration of covenants and restrictions that requires the units to be affordable (i.e., restricted to households with income not exceeding 120% of AMI), or (ii) when the units are occupied by a household with income not exceeding 120% of AMI if the development is not subject to a declaration. The development program needs to include timing information on the development and availability for occupancy of the affordable units in the district. To comply with the TIF Statute's requirement that at least 33% of the housing units in the district be affordable housing, in a mixed-income development, the development program must provide for the construction/rehabilitation of the affordable units within a reasonable timeframe during the construction phase of the project and not leave them to the end of the project if the units will be made available for occupancy or sale as they are constructed or rehabilitated.

- ☐ Operation of housing and facilities in district

- _____ Description of how housing and facilities in the district will be operated after completion
- _____ Entity responsible for operation
- _____ Source of operating funds

☐ Specific planned uses of tax increment revenues from the district *

* See §5249 of the TIF Statute for eligible uses of tax increment revenues from the district.

IMPORTANT NOTE: Municipalities are cautioned that a broad recitation in a development program of all or substantially all the authorized project costs listed in the TIF Statute will not be accepted by MaineHousing.

A non-residential use included in a development program may be funded with tax increment revenues from the district, provided that the non-residential use contributes to a specific, identified improvement of the health, welfare or safety of the residents of the municipality, including a specific, identified benefit to the residents of the district, or to the expansion of affordable housing within the municipality. The district and development program must otherwise comply with the requirements of the TIF Statute, including the requirement that the district be a primarily residential development. Tax increment revenues may not be used to construct new "pure" commercial facilities within a district or to rehabilitate those facilities.

- _____ Description of each improvement, facility, program, or other activity included in the development program that may or will be funded in whole or in part with tax increment revenues *

* Include all intended uses and potential alternative uses.

- _____ List which of these improvements, facilities, programs, or other activities are inside the district

- _____ List which of these improvements, facilities, programs, or other activities are outside the district **

** To be funded with tax increment revenues, costs outside the district must be ***directly related to or made necessary*** by the creation or operation of the district. Include any supporting studies, research, estimates, and assumptions.

- _____ Amount of tax increment revenues to be used for each improvement, facility, program or other activity inside and outside the district ***

*** Only the proportion of costs outside the district that are ***directly related to or made necessary*** by the creation or operation of the district may be paid with tax increment revenues.

- _____ Amount and source of other funding for the development program
- _____ Timing of each planned improvement, facility, program, or other activity

- ☐ A municipality may use tax increment revenues from a district to establish a permanent housing development revolving loan fund or investment fund. *

- _____ A description of the fund, including type, purpose, operation, and provisions for repayment or return of fund proceeds to the fund
- _____ The timing of the establishment and use of the fund
- _____ The property to be purchased with investment fund proceeds and the housing to be developed with revolving loan fund proceeds and timing
- _____ The location of the property and the housing

* A permanent housing development revolving loan fund or investment fund must be used solely for the development of affordable housing as defined above.

Loans made from a revolving loan fund must be repaid to the municipality, and all loan repayments must be deposited into that loan fund and used for additional loans for the development of affordable housing. Loans may be made from the revolving loan fund for both new construction of affordable housing and the rehabilitation of existing housing.

Funds in an investment fund may be used only for the purchase of property by the municipality for the development of affordable housing by the municipality itself or by a developer to which the municipality sells or leases the property. All sales proceeds or rental revenues must be placed in the investment fund and used for additional purchases of property by the municipality for that purpose.

Creating a district around an existing residential area for the purpose of funding a revolving loan fund or investment fund still requires that there be some development of affordable housing within the district, whether new construction or the rehabilitation of existing housing, or both.

Because revolving loan funds and investment funds are capitalized with tax increment revenues resulting from the development of affordable housing in a district and proceeds disbursed from a loan or investment fund are required to be returned to the fund, it is not necessary for a municipality to make any further showing that costs of establishing a permanent housing development revolving loan fund or investment fund are directly related to or made necessary by the district.

- ☐ A financial plan showing for each year the development program will be in effect

- _____ An estimate of increased assessed value * of the district (including assumptions)

* Increased assessed value is the amount, if any, by which the current assessed value as of the most recent April 1st exceeds OAV.

Amount or percent or method or formula for determining amount or percent of increased assessed value to be retained as captured assessed value ** and applied to pay development program costs and resulting tax increment ***

** Captured assessed value is the portion of increased assessed value that is used from year to year to finance the project costs authorized under the development program.

*** Tax increment means the municipal real estate taxes assessed on the increased assessed value of the property in the district.

Calculation of estimated tax shifts showing the effect on the municipality's state revenue sharing, education subsidies, and county taxes resulting from creation of district and the capture of increased assessed value. ****

**** Use the tax shift formulas in **Appendix B** to this Application to calculate tax shifts.

Allocation of total tax increment revenues from the district

Portion * to be allocated to project owner

Portion * to be allocated to municipality

* May be stated as a percent or amount or by formula.

Copy of credit enhancement or other tax increment revenue sharing agreement (whether or not executed)

☐ Relocation plan for persons temporarily or permanently displaced by development activities

Relocation plan description, or

Statement that no relocation is necessary

☐ Description of environmental controls to be applied

Statement regarding environmental controls, such as permitting and licensing or use of environmental mitigation measures during development and operation of district

☐ Development program consistent with comprehensive planning

Date of comprehensive plan final adoption

Statement of no conflict with comprehensive plan

_____ Statement indicating how development program complies with Maine law limiting growth-related capital investments (see 30-A M.R.S.A. §4349-A)

- ☐ District not in conflict with municipal charter

_____ Statement of no conflict with municipal charter

- ☐ **For municipal debt financing only:** Amount of public debt with maximum 30-year maturity to be incurred to finance development program costs

_____ Principal amount, maturity and type of each municipal debt issuance

_____ List of improvements inside the district * to be financed with municipal debt

* Under §5250-D of the TIF Statute, municipal debt may be issued to finance only development program costs <u>inside</u> the district.

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Appendix B

Tax Shift Formulas

To calculate the state education subsidy tax shift: For each fiscal year, the state education subsidy formula is based on the average of the certified state valuations for the three (3) most recent years prior to the most recently certified state valuation. The education tax shift is computed by comparing Maine Department of Education Form ED 279 for the municipality with and without retained captured assessed value. The difference in the actual education subsidy and the adjusted education subsidy represents the projected state education subsidy tax shift for that year.

To calculate the state revenue sharing tax shift: The first step in determining the revenue sharing tax shift is to obtain the total municipal revenue sharing amount from the State Treasurer. The five steps outlined in the following formula are then applied ("CAV" below means projected captured assessed value):

Step 1:
$$\frac{\text{Municipal Population} \times \text{Local Property Tax Levied}}{\text{State Local Valuation}} = \text{Current Factor}$$

Step 2:
$$\frac{\text{Municipal Population} \times \text{Local Property Tax Levied}}{\text{State Local Valuation} + \text{CAV}} = \text{Adjusted Factor}$$

Step 3:
$$\frac{\text{Current Factor} = 1.X}{\text{Adjusted Factor}}$$

Step 4:
$$1.X - 1.0 = .X$$

Step 5:
$$.X (\text{total municipal revenue sharing amount}) = \text{Revenue sharing tax shift}$$

To calculate the county tax shift: The steps in determining the county tax shift are as follows ("CAV" below means projected captured assessed value):

Step 1: Obtain the most recent County State Valuation from Maine Revenue Services.

Step 2: Determine the average CAV for the District over the life of the District.

Step 3: Determine the municipality's current share of the county tax:

$$\frac{\text{Current State municipal valuation}}{\text{Current State county valuation}}$$

Step 4: Determine what the municipality's share of the county tax would be if the new value from the District were added to the municipal valuation without the creation of the District:

$$\frac{\text{Current State municipal valuation} + \text{average new value}}{\text{Current State county valuation} + \text{average new value}} = \% \text{ of county tax shift}$$

Step 5: Determine the estimated average annual county tax over the life of the District. To arrive at this number, determine the average change in county tax for the last five (5) years and the percentage increase projected to the middle of the District's life.

Step 6: Multiply the projected tax from Step 5 by the percent of county tax shift from Step 4 to determine the county tax shift.

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Attachment 1

Notice of Public Hearing

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**CITY OF BIDDEFORD MAINE
NOTICE OF PUBLIC HEARINGS**

**Regarding
Affordable Housing Development and Tax Increment Financing Districts
To Be Known As The**

**“Trailside Way Affordable Housing Municipal Development and Tax Increment Financing
District”**

&

**“Thatcher Brook Apartments Affordable Housing Municipal Development and Tax
Increment Financing District”**

Notice is hereby given that the City of Biddeford will hold two public hearings on

**Tuesday, July 16, 2024
at 205 Main Street, Biddeford, ME 04005
at 6:00 p.m.**

The purpose of the public hearings is to receive public comments on the following items pursuant to the provisions of 30-A M.R.S. § 5250-A of the Maine Revised Statutes, as amended:

1. The designation of the Trailside Way Affordable Housing Municipal Development and Tax Increment Financing District (the “Trailside District”). The proposed Trailside District consists of approximately 2.24 acres located off of Barra Road, Tax Map 7 Lot 15-1. This Trailside District authorizes the City Manager to enter into a credit enhancement agreement with the developer, as described in the proposed development program.
2. The designation of the Thatcher Brook Apartments Affordable Housing Municipal Development and Tax Increment Financing District (the “Thatcher Brook District”). The Thatcher Brook District consists of approximately 3.65 acres located at 37 Barra Road, Tax Map 2 Lot 42. The Thatcher Brook District authorizes the City Manager to enter into credit enhancement agreements with the developer, as described in the proposed development program.

Copies of the proposed Development Programs will be on file with the City’s Economic Development Office during normal business hours of 8:00 am – 4:00 pm, they can also be found at [Biddeford, ME | Official Website \(biddefordmaine.org\)](https://biddefordmaine.org) or one can call 207-284-9115 during normal business hours to request that a copy be mailed to you. All interested persons are invited to attend the public hearings and will be given an opportunity to be heard at that time.

Public comments will be taken at the hearings and written comments should be submitted to Nan Whitten: nan.whitten@biddefordmaine.org. Written comments will be accepted until 4:00 PM on July 15, 2024.

Attachment 2

Meeting Minutes

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Attachment 3

Additional Documents

Please refer to Attachment 4

DRAFT

Attachment 4

Municipal Approval

DRAFT

CITY OF BIDDEFORD COUNCIL ORDER
Trailside Way Affordable Housing
Municipal Development and Tax Increment Financing District

WHEREAS, the City of Biddeford (the “City”) is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate the **Trailside Way Affordable Housing Municipal Development and Tax Increment Financing District** (the “District,”) and the Development Program (the “Development Program,”) for the District; and

WHEREAS, there is a need for economic development and affordable housing in the City, in the surrounding region, and in the State of Maine, and to provide impetus for affordable housing development within the City; and

WHEREAS, there is a need to improve and broaden the tax base of the City; and to improve the general economy of the City and the surrounding region; and

WHEREAS, implementation of the Development Program will help to improve and broaden the tax base in the City and improve the economy of the City and the region by attracting business development in the area and creating affordable housing in the District; and

WHEREAS, there is a need to implement continued economic development initiatives in the District through the Development Program in accordance with the provision of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended; and

WHEREAS, it is expected that approval will be obtained from the Maine State Housing Authority (“MaineHousing”), approving the **Trailside Way Affordable Housing Municipal Development and Tax Increment Financing District** and the Development Program related thereto;

ORDERED AS FOLLOWS:

Section 1. The City of Biddeford hereby designates the District and adopts the associated Development Program for the District; such designation and adoption to be pursuant to the following findings, terms, and provisions:

Section 2. The City Council hereby finds and determines that:

- a. At least twenty-five percent (25%), by area, of the real property within the District, as hereinafter designated, is suitable for residential use, blighted area, or is in need of rehabilitation; and
- b. The total area of the District does not exceed two percent (2%) of the total acreage of the City, and the total area of all existing and proposed development districts within the City (including the District) does not exceed five percent (5%) of the total acreage of the City; and
- c. The original assessed value of all existing and proposed affordable housing tax increment financing districts (including the District) does not exceed five

percent (5%) of the total value of equalized taxable property within the City as of April 1, 2023; and

- d. The District and pursuit of the Development Program will make a contribution to the expansion of affordable housing opportunities within the municipality, the economic growth and well-being of the City and the surrounding region, and will contribute to the betterment of the health, welfare and safety of the inhabitants of the City, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose. The City has considered all evidence, if any, presented to it with regard to any adverse economic effect on or detriment to any existing business and has found and determined that such adverse economic effect on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the District and Development Program.

Section 3. Pursuant to the provisions of 30-A M.R.S. § 5250-A, the percentage of increased assessed value to be retained as captured assessed value in accordance with the Development Program is hereby established as set forth in the Development Program.

Section 4. The City Manager, or his duly appointed representative, is hereby authorized, empowered and directed to submit the proposed Development Program for the District to MaineHousing for review and approval pursuant to the requirements of 30-A M.R.S. § 5250-A.

Section 5. The foregoing designation of the District and adoption of the Development Program for the District shall automatically become final and shall take full force and effect upon receipt by the City of approval by MaineHousing, without requirement of further action by the City, the City Council, or any other party.

Section 6. The City Manager, or his duly appointed representative, is hereby authorized and empowered, at his discretion, from time to time, to make such revisions to the District and Development Program as the City Manager may deem reasonably necessary or convenient in order to facilitate the process for review and approval of the District by MaineHousing, or for any other reason, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Development Program.

Section 7. The City Manager, or his duly appointed representative, is hereby authorized, delegated and directed to submit any reports to MaineHousing regarding the District and Development Program.

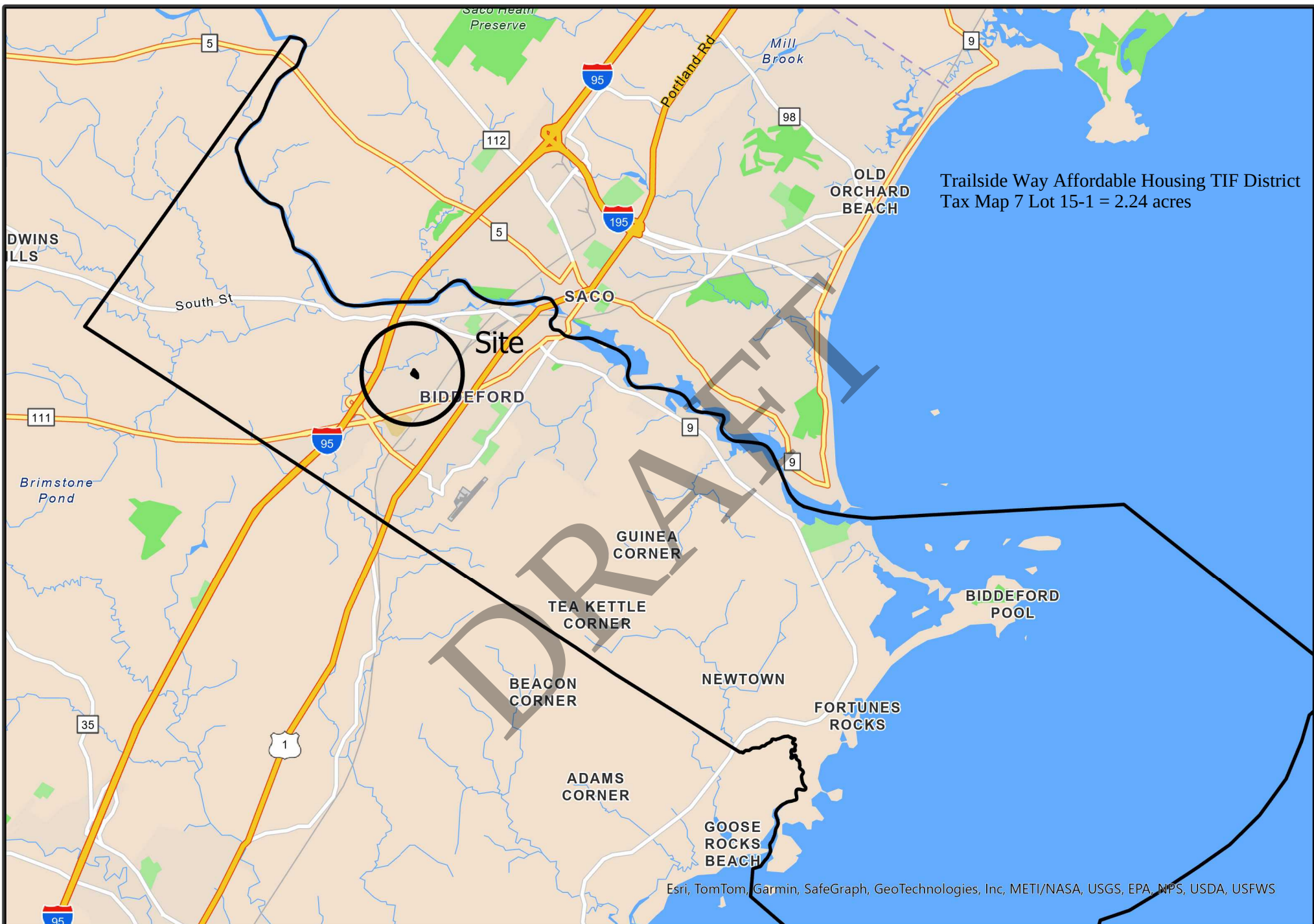
Section 8. The City Manager, or his duly appointed representative, in the name and on behalf of the City, is hereby authorized and directed to enter into a credit enhancement agreement between the City and the developer of the project to be located in the District, in substantially the form as presented to the City Council in conjunction with this Order and on terms as described in the Development Program and any other negotiated agreements between the City and the Developer.

Dated: July 16, 2024

Attachment 5

District Maps

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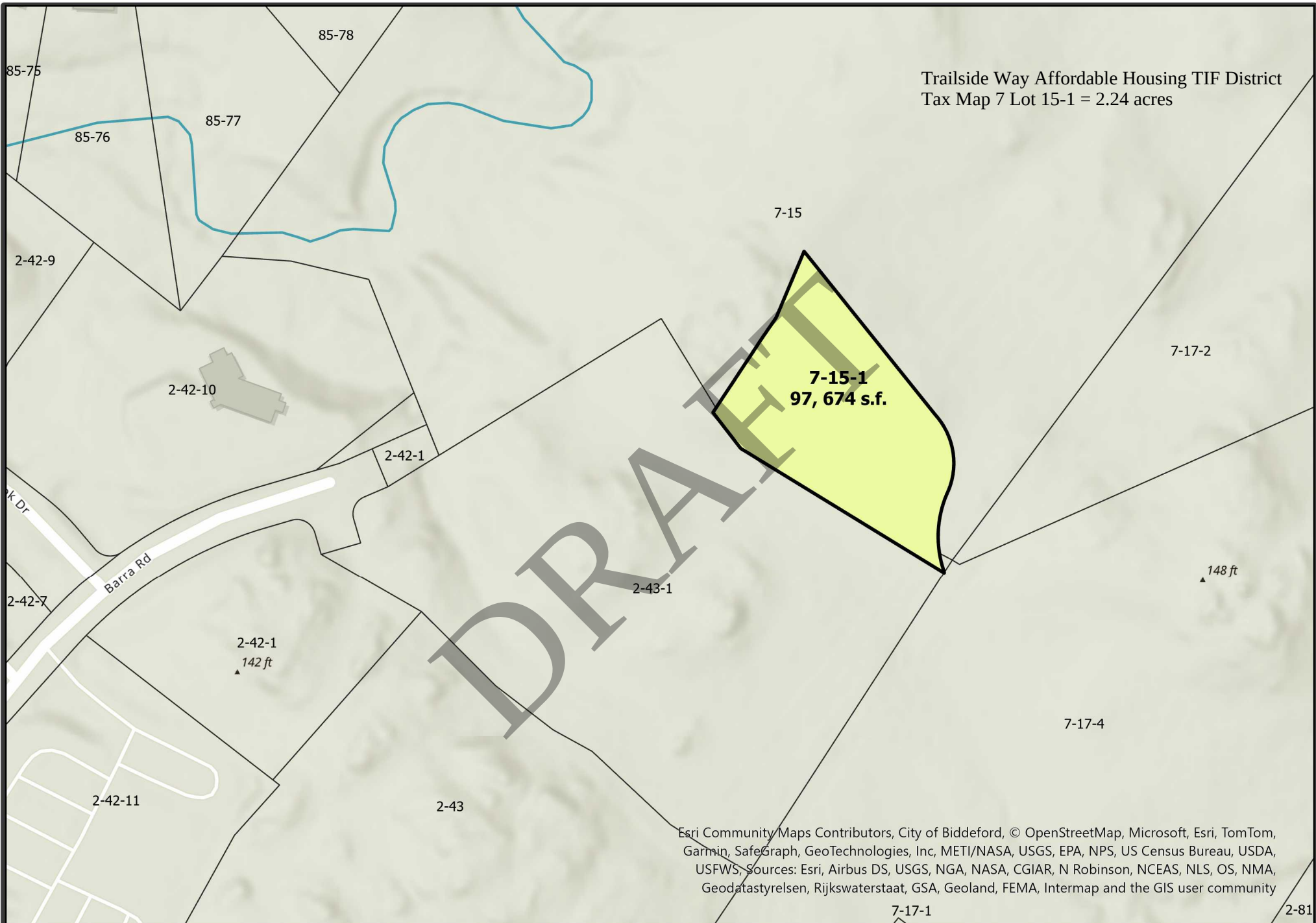
The City of Biddeford, Maine
Technologies Department - GIS Mapping
205 Main Street · P.O. Box 586 · Biddeford, Maine 04005-0586
Tel. 207-571-0660 · Email gis@biddefordmaine.org



1 inch equals 8,000 feet
Scale: 1:96,000

Trailside Way Affordable Housing Development District Location Map
Off of Barra Road, Biddeford, Maine

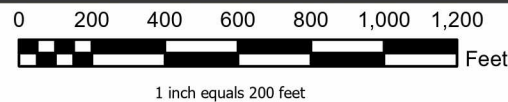
Trailside Way Affordable Housing TIF District
Tax Map 7 Lot 15-1 = 2.24 acres



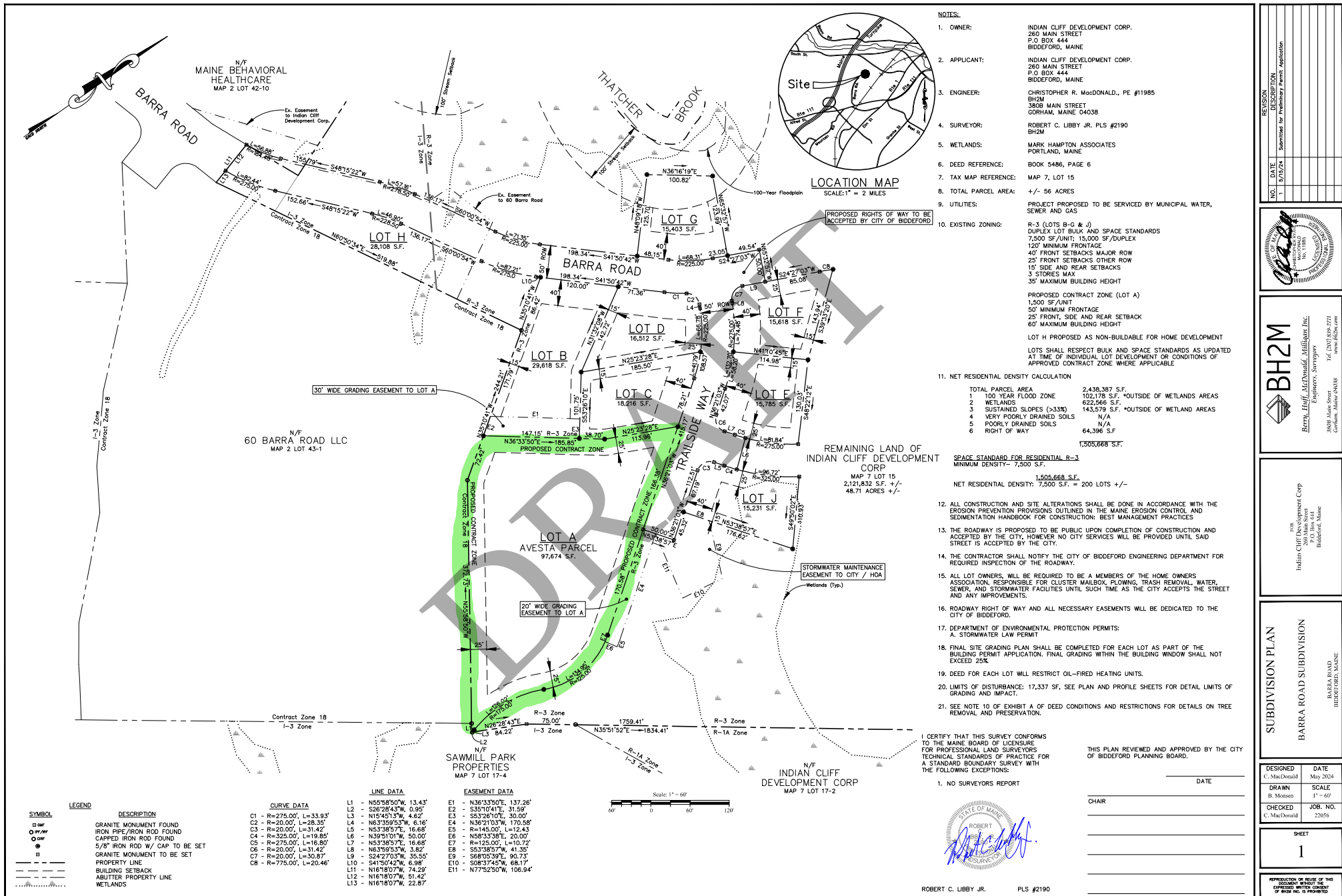
Esri Community Maps Contributors, City of Biddeford, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community



The City of Biddeford, Maine
Technologies Department - GIS Mapping
205 Main Street · P.O. Box 586 · Biddeford, Maine 04005-0586
Tel. 207-571-0660 · Email gis@biddefordmaine.org



Trailside Way Affordable Housing Development District
Off of Barra Road, Biddeford, Maine



Attachment 6

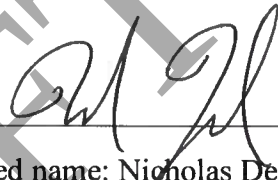
Assessor's Certificate

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**ASSESSORS' CERTIFICATE OF ORIGINAL ASSESSED VALUE
CITY OF BIDDEFORD
TRAILSIDE WAY AFFORDABLE HOUSING DEVELOPMENT DISTRICT**

The undersigned Assessor for the City of Biddeford, Maine, does hereby certify pursuant to the provisions of 30-A M.R.S. §5250-A that the assessed value for taxable real property within the Trailside Way Affordable Housing Development District, as delineated on a map included in the Development Program to which this Certificate is included as Tax Map 7 proposed Lot 15-1 and consisting of 2.24 acres, was \$5,600 as of March 31, 2024 (April 1, 2023).

IN WITNESS WHEREOF, This Certificate has been executed as of this 13th day of June, 2024.

By: 

Printed name: Nicholas Desjardins

Attachment 7

Development Program

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Trailside Way Affordable Housing Municipal Development and Tax Increment Financing District Development Program

1. District Description

Avesta Housing Development Corporation and Avesta Barra Road LP (collectively the “Developer”) are proposing to establish an affordable housing tax increment financing district in the City of Biddeford (the “City”) to be known as the Trailside Way Affordable Housing Municipal Development and Tax Increment Financing District (the “District”). Avesta Barra Road LP is proposing to develop a 46-unit elderly affordable housing building within the District (the “Project”).

The proposed District is located at 60 Barra Road, more specifically Tax Map 7 Lot 15-1; the current street address for the Project is unestablished. Under the proposed Indian Cliff Development subdivision proposal, the parcel is proposed as Lot A. The location of the District is bounded northwesterly by Barra Road Extension and southwesterly by land now known as 60 Barra Rd, southeasterly by land labelled Lot B, C, and D and northeasterly by a proposed right of way, which is a portion of a larger parcel of land owned by Mike Eon Associates, LTD described in a deed record in the York County Registry of Deeds in Book 5468, Page 6, together with all easements appurtenant thereto. The parcel comprising the District is approximately triangular in shape and encompasses an area of 2.24 acres, as shown in Attachment 5.¹

Site development is focused on the entire parcel and consists of one large residential building, associated parking, and landscaped green space. The site is presently undeveloped and primarily wooded. Public water supply and sewer utilities will be extended to serve the site.

Topographically, the developed portion of the District is rolling. Surface drainage is generally to the southeast, and the new building proposes an on-site soil filter. Land use is generally commercial and residential in the vicinity of the site. According to the city of Biddeford, the subject parcel is zoned as R-3; however, a contract zone for the parcel is pending approval.

2. Suitability

“At least 25% of district acreage is suitable for residential use, blighted, or in need of rehabilitation/redevelopment.”

100% of the District is suitable for residential use.

The property is currently vacant and underdeveloped given the surrounding context and underlying zoning. The majority of the site is undergrowth and trees. The property is surrounded by other multi-family residential uses, retail, and commercial uses. 100% of the parcel is well suited for a mixed-use residential development in line with the existing zoning.

¹ The District parcel noted in the Development Program is a new parcel (Lot 15-1) broken off of Lot 17-2, created by the City Assessor specifically for assessing this District. The proposed subdivision map included has not yet been approved by the City, and the District boundaries will track the final approved plan.

The District suitability is not constrained by a Resource Protection District, a Shoreland Overlay Zone, Historic Buildings, or limited soils and slopes. The entire district is suitable for residential use.

Total acres of District	2.24
Portion of District Located in Resource Protection District (acres)	.00
Portion of District within Restricted Portion of Shoreland Overlay Zone (acres)	.00
Acreage Suitable for Residential Use	2.24
Percent of District Acreage Suitable for Residential Use	100%

Physical Description of District

See Section 1 above.

Composite Analysis:

The existing terrain area of the District is undeveloped vegetation. The District slopes from 135' within the district to a low point south of 110' outside. The District has no historic structures, is not in either a Resource Protection District or in a Shoreland Overlay Zone. There are no additional known environmental findings within the District.

Severe Constraints: Resource Protection (RP) Zone

Not applicable, not in a RP Zone

Moderate Constraint: Historic Buildings

Not applicable, no historic buildings

Moderate Constraint: Shoreland Overlay Zone

Not applicable, not in a Shoreland Overlay Zone

Moderate Constraints: Limited Soils and Slopes

The site slope of the site is 25' slight across 2.2 acres. There are no known unsuitable soils of concern.

3. Zoning Designation & Allowed Uses

Zone: R-3

The underlying zoning of the site is the R-3. This district provides for a range of residential uses including "Dwelling, Multiple-Family." The purpose of this district is to provide maximum flexibility in terms of residential use; it allows for a mixture of housing types on varying lot sizes.

The proposed development of 46 units of affordable rental housing in a new multifamily building is allowed within the zone; however, a contract zone is being sought for several reasons, including an increase in height. The new building is designed within the context and the pattern of the terrain. The building will be four stories and will take advantage of existing flat terrain to create a walkable green campus. The combination of these 46 units and the additional development of market

workforce housing on the southwesterly site will create a neighborhood near medical offices, retail, and major transportation corridors.

Specific Allowed Uses Under Zoning Ordinance:

Part II, Land Development Regulations, Section 2, R-3

A. **R-3 – Permitted Uses:** the following uses are permitted in the R-3 as a matter of right:

- Accessory Use
- Dwelling, Single-Family
- Dwelling, Two-Family
- Dwelling, Multiple-Family

4. District Acreage Requirements

“District Acreage divided by the total municipal acreage is not more than 2%”

As shown in the table below, the district acreage divided by the total municipal acreage does not exceed the 2% threshold.

Total district acreage	2.24
Total municipal acreage	14,838
District acreage as a percent of total acreage	.015%

“Total acreage of all existing and proposed development districts (affordable housing and DECD districts in a municipality divided by total municipal acreage is not more than 5%.”

As shown in the table below, the total acreage of all existing and proposed development districts (affordable housing and DECD TIF Districts, minus Downtown and Transit Districts) in the City divided by total municipal acreage does not exceed the 5% threshold.

Total acreage of existing development districts	221
Total acreage of all proposed districts	5.88
Total of existing and proposed districts	226.88
Total municipal acreage	14,838
Total development district acreage as a percent of total acreage	1.53%

5. Original Assessed Value (OAV)

OAV of the District as of March 31, 2024 (April 1, 2023) is \$5,600

See Attachment #6 for certification by the City of Biddeford Assessor.

OAV of All Existing and Proposed Affordable Housing Districts in the Municipality:

“OAV of all existing and proposed affordable housing development districts in the municipality divided by the aggregate taxable property values as of April 1st before MaineHousing approval is not more than 5%.”

Aggregate OAV of existing and proposed affordable housing districts	\$861,508
Aggregate taxable property value as of the April 1 st before MaineHousing approval (April 1, 2024)	\$3,110,116,745
Aggregate OAV as a percent of total taxable value	.028%

Development Program Dates

The table below includes the first and last tax year of the development program based on a 30-year TIF period:

First tax year of development program*	April 1, 2025 – March 31, 2026
Last tax year of the development program**	April 1, 2054 – March 31, 2055
Municipal fiscal year***	July 1 – June 30

*May be any tax year specified in municipal approval. If none is specified, the development program will start during the tax year of approval.

**Not more than 30 years after the tax year of MaineHousing approval

***Example: July 1 – June 30

The District and Development Program will automatically terminate if the partnership has failed to provide the City with a copy of the MaineHousing “Notice to Proceed” referencing the project on or before December 31, 2026

6. Housing Need Addressed

“The development program meets an identified housing need in the municipality.”

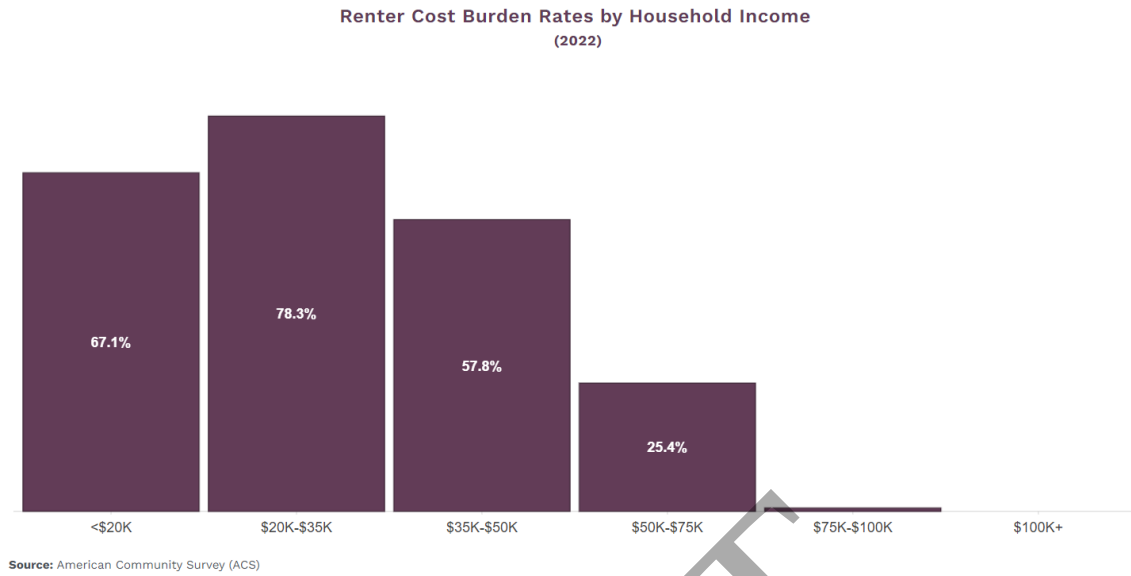
Description of Need:

Biddeford published a final report and recommendation from the Mayor’s Affordable Housing Task Force in December 2022. The report identifies the housing needs in the city, particularly as it relates to below-market housing. The Task Force established the following goal:

Create or preserve ninety (90) units of affordable rental units per year for five years, with half of the units targeted to serve the 40% to 80% median income community and a desired goal of having at least half the units being created by new construction.

In addition, the city’s comprehensive plan which was adopted in 2023 and remains in effect states a desire for, “Higher density housing and mixed - use development along key corridors (Route 1, Route 111).” This proposed development aligns with this portion of the comprehensive plan.

TABLE 1



According to information released by the Governor's Office of Policy Innovation and the Future (GOPIF), "In 2022, 25.2% of renters in Biddeford spent 30-50% of their income on housing (cost burdened), while 20.1% of renters spent more than 50% of their income on housing (severely cost burdened), for a total of 45.3% of all renters." Table 1 illustrates the distribution of renter cost burden by household income.

TABLE 2

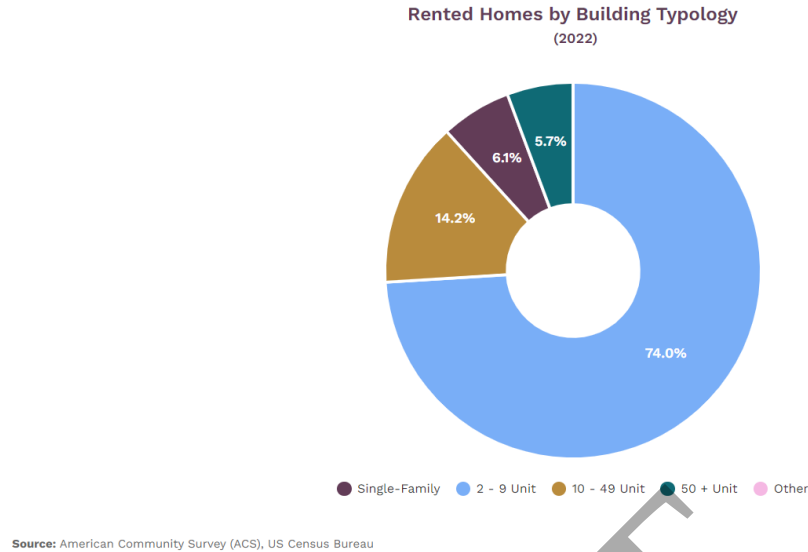


Table 2 shows how most of the rental housing encompasses 2–9-unit buildings in Biddeford. Therefore, the proposed 46-unit housing will increase a presently low supply of high-density housing types in the city. According to GOPIF, only 14.2 percent of Biddeford’s rental housing contains 10-49 units.

Description of How Development Program Meets Need:

The proposed Project will provide 46 affordable housing units for older adults, aged 55+ near a major corridor in a growing residential area. The units are rental units that cannot be converted to market rate. The units target older adults, namely “empty nesters,” “retirees,” or even “pre-retirees”. The rents that the residents pay will be restricted in accordance with the financing documents governing the Project, and the units are new, helping to offset units lost to age or deferred maintenance.

Number of New Rental Units to be Constructed:

The Project will develop the existing undeveloped site into 46 units of affordable housing. All units will be affordable rental units for a period of 45 years but, in practical terms, Avesta maintains all units as affordable in perpetuity.

7. Confirmation of Residential Use & Affordability

“District must be a primarily residential development.”*

**A district is primarily residential if the overall character of the uses in the district is residential. Residential uses include both housing and uses related to residential uses, such as recreational facilities and childcare facilities available to the residents of the district and small-scale nonresidential uses that are intended to provide services primarily to the residents of the district.*

Residential Use Requirement

Avesta Housing Development Corporation is proposing to develop an undeveloped site in a growing part of the city of Biddeford. The proposed development contains 46 one-bedroom units in a four-story elevator building. All units will be set aside for older adults aged 55+ at or below

60% of area median income (AMI). The building will contain an office, lobby, laundry facility, outdoor trash, and community space. There will be .75 parking spaces for each unit.

Overall, 100% of the site will be utilized for residential uses. There will be no non-residential uses except for parking allocated to the housing units and associated green space.

Affordable Housing Requirement

“At least 33% of the housing units in the District must be affordable housing”*

**Affordable housing is an owner-occupied single-family home or condominium or a rental unit for a household earning no more than 120% of area median income (AMI). The housing must be decent, safe, and sanitary. Affordable housing does not include facilities such as emergency shelters, nursing homes, convalescent homes, hospitals, residential treatment facilities, correctional facilities, or student dormitories, regardless of income level. No purchase price limits on homes or rent restrictions on rental units are required to establish that a unit is affordable.*

Number of affordable single-family owner-occupied homes, including condominiums in district	0
Number of affordable rental units in district	46
Total number of housing units in district	46
Affordable housing units as a percent of total units	100%

Ongoing Affordability

“Mechanism to ensure ongoing affordability of 33% of the housing units in District for required time.”

The Project will be developed using Low Income Housing Tax Credits as the primary funding source and will thus be subject to an Extended Low-Income Housing Commitment Agreement with MaineHousing for a period of 45 years. This document will be executed at construction loan closing and recorded at the registry of deeds, thus encumbering the property in the District.

Operation of Housing Facilities in the District

The Project will be managed by Avesta Housing Management Corporation, Avesta’s in-house property management agency. Avesta successfully manages nearly 3,000 affordable apartments in Maine and New Hampshire. When completed, the total estimated annual costs for operating the project are as follows: administrative expenses 18%, utilities 22%, reserves 6%, maintenance expenses 22%, resident services 4%, insurance and fees 3% and taxes 25%. TIF income will be utilized to make the application financially viable by leveraging additional MaineHousing financing.

8. Specific Planned Uses of Tax Increment Revenues from the District

Specified Planned Uses

The City intends to capture 100% of the tax revenue on the increased assessed value in the District each tax year. The captured revenue will be split between the City and the Developer pursuant to

the terms of the Credit Enhancement Agreement, which provides for 75% of the captured revenue to be reimbursed to the Developer, with the remaining 25% to be retained by the City.

City of Biddeford Planned Uses:

The City will use its share of the Retained Tax Increment Revenues to pay the following costs:

Project	Statutory Citation	Estimated Cost	Anticipated amount to be funded with Tax Increment
Sewer Capacity Upgrades: a. Main Street Pump Station (MSPS) i. New pumps, new 8” suction line, and new 8” force main ii. The existing undersized wetwell also merits replacement	30-A M.R.S. §5249 (1)(B)(1)	\$1,250,000	\$147,588
Biddeford Affordable Housing Trust Fund	30-A M.R.S. §5249 (1)(B)(4)	\$700,000	\$200,000
TOTAL		\$1,950,000	\$347,588

For the past several years, Biddeford’s Public Works Department has been working closely with Wright-Pierce (WP), a private engineering consultant, to assess the City’s existing sewer infrastructure and potential capacity impacts from incoming development. Through Wright-Pierce’s analysis and sewer model, there are a handful of existing chokepoints within the City’s old sewer infrastructure that cannot handle today’s growing development market. This development project is one that contributes to the excess demand – specifically at the Main Street Pump Station. The city anticipates the use of existing funds designated for sewer projects to complete the projects in a timely manner in line with the construction schedule for the affordable housing development project and expect sewer capacity upgrades to be complete prior to the developer’s request for occupancy. The city portion of Tax Increment Revenues will contribute to replenishment of these funds in an amount reasonable related to the Project.

The Biddeford Housing Trust Fund was established by the City for the promotion, retention and creation of an adequate supply of housing, particularly affordable housing, for all economic groups and to limit the net loss of housing units in the City. Each year the City Council will adopt a Housing Trust Fund Annual Plan, which will include how funds will be distributed. Priority will be given to the creation of new housing through

either new construction or conversion of nonresidential buildings to residential use. See Part II Chapter 38 in the Biddeford Code of Ordinances.

Upon approval, the City of Biddeford will establish a sub-account within their already existing Affordable Housing Trust Fund with its portion of the TIF revenues. The City will utilize such funds for the development of affordable permanent rental and homeownership housing throughout the City. In the establishment of such funds, the City will ensure continued compliance with the Affordable Housing TIF Program.

REVOLVING LOANS: Loans may be provided to developers interested in creating affordable permanent housing in the City. Loans will be made for both new construction of affordable permanent housing and the rehabilitation of existing housing as long as the rehabilitation results in the creation of affordable permanent housing. All loans made from this fund will be repaid to the City and all loan repayments will be deposited into the fund and used for additional loans for the development of affordable permanent housing.

INVESTMENT/REAL ESTATE ACQUISITION: Loans/funds may be used for the purchase of property in the City. Property will be purchased by the City for the development of affordable permanent housing by the City or by a developer to which the City sells or leases the property. All proceeds of sales of any property purchased or rental revenues from leases into which the City enters will be placed in the fund and used for additional purchases of property for the development of affordable permanent housing. The City expects to establish the fund within six (6) months of District approval by MaineHousing.

The fund will be used solely for the development of affordable permanent housing as defined in Title 30-A M.R.S.A. § 5246(1). Types of permanent housing to be developed will be single family homes, condominiums, and apartments or other rental housing units intended to be occupied by a household on a continuing basis. Shelters, nursing homes, convalescent homes, hospitals, residential treatment facilities, correctional facilities, or student dormitories will not be eligible to receive these funds.

Developer Planned Uses

The Developer will use TIF revenues to enhance the project's financial feasibility, offset costs, and leverage additional credits. The Developer shall use TIF revenues to pay operating expenses of the Project including, without limitation, property management and administration, utilities, repairs and maintenance, insurance, real estate taxes and funding the Project's capital or replacement reserve. The Developer will not use its share of TIF revenues for non-residential purposes nor will the Developer use any TIF revenues outside the District.

9. Financial Plan

“A financial plan showing for each year the development program will be in effect.”

The following Financial Plan includes a 30-year TIF period with the Original Assessed Value of the District at \$5,600, as certified by the City Assessor. Valuation projections are based on estimates of development costs and projected revenues. Actual valuation for property tax and TIF purposes will be determined annually by the City Assessor.

A total of 100% of incremental value will be captured for each year of the 30 years of the development program. Exactly 25% will accrue to the City's project cost account and 75% will go to the developer's development fund. The incremental value to be captured will include real property.

The District and Development Program will automatically terminate if the Developer has failed to provide the City with a copy of the MaineHousing Notice to Proceed with the regard to the project before December 31, 2026.

See Exhibit 1 of the Development Program for the City's projections of captured assessed value and tax revenue and see Exhibit 2 of the Development Program for the City's estimated tax shifts.

10. Relocation Plan for Displaced Persons

"Relocation plan for persons temporarily or permanently displaced by development activities."

The portion of the site on which the building will be constructed is an undeveloped wooded area. There is no existing housing on the site and therefore no existing persons to displace.

11. Environmental Controls

"Statement regarding environmental controls, such as permitting and licensing or use of environmental mitigation measures during development and operation of the district."

As it pertains to the development of the Avesta Barra Road, the Developer will comply with all applicable local, state, and federal laws regarding environmental compliance. Depending on the sources of financing, which are as yet to be determined, additional regulations may apply.

12. Confirmation of No Conflict

Comprehensive Plan

The city of Biddeford Comprehensive Plan is dated June 6, 2023. This Development Program is not in conflict with the Comprehensive Plan.

Compliance with Maine Law Limiting Growth-Related Capital Investments

§4349-A. State Capital Investments

1. Growth related capital investments. The State may make growth-related capital investments only in:
 - A. A locally designated growth area, as identified in a comprehensive plan adopted pursuant to and consistent with the procedures, goals and guidelines of this subchapter

or as identified in a growth management program certified under section 4347-A; [2003, c. 641, §16 (AMD).]

The Development Program complies with Title 30-M.R.S.A. §4249-A pursuant to its subsection (1)(A).

Municipal Charter

This Development Program is not in conflict with the city of Biddeford's Municipal Charter.

13. Amount of Public Debt (For municipal debt financing only)

“Amount of public debt with maximum 30-year maturity to be incurred to finance development program costs.”

There will be no municipal debt financing used to finance development program costs.

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Exhibit 1: Captured Assessed Value & Tax Revenue Projections

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Captured Assessed Value & TIF Revenue Projections
Trailside Way Affordable Housing TIF District

Fiscal Year	TIF Year	Original Assessed Value	Increased Assessed Value	Estimated Assessment Ratio	Percent Captured	Projected Captured Assessed Value	Projected Revaluation Mill Rate 13.12	Total Projected TIF Revenue	TIF Revenue to Developer 75%	TIF Revenue to City 25%
2025-2026	1	\$5,600	\$0	100%	100%	\$0	13.12	\$0	\$0	\$0
2026-2027	2	\$5,600	\$2,731,783	100%	100%	\$2,731,783	13.12	\$35,841	\$26,881	\$8,960
2027-2028	3	\$5,600	\$2,786,418	100%	100%	\$2,786,418	13.12	\$36,558	\$27,418	\$9,139
2028-2029	4	\$5,600	\$2,842,147	100%	100%	\$2,842,147	13.12	\$37,289	\$27,967	\$9,322
2029-2030	5	\$5,600	\$2,898,990	100%	100%	\$2,898,990	13.12	\$38,035	\$28,526	\$9,509
2030-2031	6	\$5,600	\$2,956,970	100%	100%	\$2,956,970	13.12	\$38,795	\$29,097	\$9,699
2031-2032	7	\$5,600	\$3,016,109	100%	100%	\$3,016,109	13.12	\$39,571	\$29,679	\$9,893
2032-2033	8	\$5,600	\$3,076,431	100%	100%	\$3,076,431	13.12	\$40,363	\$30,272	\$10,091
2033-2034	9	\$5,600	\$3,137,960	100%	100%	\$3,137,960	13.12	\$41,170	\$30,878	\$10,293
2034-2035	10	\$5,600	\$3,200,719	100%	100%	\$3,200,719	13.12	\$41,993	\$31,495	\$10,498
2035-2036	11	\$5,600	\$3,264,733	100%	100%	\$3,264,733	13.12	\$42,833	\$32,125	\$10,708
2036-2037	12	\$5,600	\$3,330,028	100%	100%	\$3,330,028	13.12	\$43,690	\$32,767	\$10,922
2037-2038	13	\$5,600	\$3,396,629	100%	100%	\$3,396,629	13.12	\$44,564	\$33,423	\$11,141
2038-2039	14	\$5,600	\$3,464,561	100%	100%	\$3,464,561	13.12	\$45,455	\$34,091	\$11,364
2039-2040	15	\$5,600	\$3,533,852	100%	100%	\$3,533,852	13.12	\$46,364	\$34,773	\$11,591
2040-2041	16	\$5,600	\$3,604,529	100%	100%	\$3,604,529	13.12	\$47,291	\$35,469	\$11,823
2041-2042	17	\$5,600	\$3,676,620	100%	100%	\$3,676,620	13.12	\$48,237	\$36,178	\$12,059
2042-2043	18	\$5,600	\$3,750,152	100%	100%	\$3,750,152	13.12	\$49,202	\$36,901	\$12,300
2043-2044	19	\$5,600	\$3,825,155	100%	100%	\$3,825,155	13.12	\$50,186	\$37,640	\$12,547
2044-2045	20	\$5,600	\$3,901,659	100%	100%	\$3,901,659	13.12	\$51,190	\$38,392	\$12,797
2045-2046	21	\$5,600	\$3,979,692	100%	100%	\$3,979,692	13.12	\$52,214	\$39,160	\$13,053
2046-2047	22	\$5,600	\$4,059,286	100%	100%	\$4,059,286	13.12	\$53,258	\$39,943	\$13,314
2047-2048	23	\$5,600	\$4,140,471	100%	100%	\$4,140,471	13.12	\$54,323	\$40,742	\$13,581
2048-2049	24	\$5,600	\$4,223,281	100%	100%	\$4,223,281	13.12	\$55,409	\$41,557	\$13,852
2049-2050	25	\$5,600	\$4,307,746	100%	100%	\$4,307,746	13.12	\$56,518	\$42,388	\$14,129
2050-2051	26	\$5,600	\$4,393,901	100%	100%	\$4,393,901	13.12	\$57,648	\$43,236	\$14,412
2051-2052	27	\$5,600	\$4,481,779	100%	100%	\$4,481,779	13.12	\$58,801	\$44,101	\$14,700
2052-2053	28	\$5,600	\$4,571,415	100%	100%	\$4,571,415	13.12	\$59,977	\$44,983	\$14,994
2053-2054	29	\$5,600	\$4,662,843	100%	100%	\$4,662,843	13.12	\$61,177	\$45,882	\$15,294
2054-2055	30	\$5,600	\$4,756,100	100%	100%	\$4,756,100	13.12	\$62,400	\$46,800	\$15,600
30-year total:								\$1,390,352	\$1,042,764	\$347,588
30-year average:								\$46,345	\$34,759	\$11,586

Assumptions:

1. The above projections show the anticipated increased assessed values, captured assessed values, and TIF revenues throughout the term of the District. The Assessor has estimated the projected increased assessed value based on available project plans and currently available information. The final assessed value will be determined based on the actual land and improvement values after construction on the applicable April 1st.
2. Projections assume a 30-year district term.
3. The City Assessor reports the City is completing a community revaluation and the new city mill rate is estimated to be 13.12.
4. Projections assume 100% of the increased assessed value is captured in the District and that TIF revenue is available for municipal project costs.
5. The preceding financial information contains projections and forward-looking statements that are subject to a number of risks and uncertainties that could cause the actual results, performance, or achievements to differ materially from any future results, performances, or achievements expressed or implied by the financial information reported in this projection. The model is not, nor is it intended to be, an appraisal or guarantee of an assessed value, and there may be positive or negative variations in the actual assessment of the project due to variety of factors, including without limitation, the employment of alternative methods of valuation and then-current market conditions.

Exhibit 2: Tax Shift Estimates

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Tax Shift Benefits at 100% Capture
Trailside Way Affordable Housing TIF District

Fiscal Year	TIF Year	State Aid to Education Benefit	County Tax Benefit	State Revenue Sharing Benefit	Total Tax Shift Benefits
2025-2026	1	-	-	-	\$0
2026-2027	2	-	-	-	\$0
2027-2028	3	-	\$0	\$0	\$0
2028-2029	4	\$0	\$1,061	\$2,021	\$3,082
2029-2030	5	\$18,084	\$1,083	\$2,061	\$21,228
2030-2031	6	\$18,446	\$1,104	\$2,102	\$21,653
2031-2032	7	\$18,815	\$1,126	\$2,144	\$22,086
2032-2033	8	\$19,191	\$1,149	\$2,187	\$22,527
2033-2034	9	\$19,575	\$1,172	\$2,231	\$22,978
2034-2035	10	\$19,967	\$1,195	\$2,275	\$23,437
2035-2036	11	\$20,366	\$1,219	\$2,321	\$23,906
2036-2037	12	\$20,773	\$1,243	\$2,367	\$24,384
2037-2038	13	\$21,189	\$1,268	\$2,415	\$24,872
2038-2039	14	\$21,613	\$1,294	\$2,463	\$25,369
2039-2040	15	\$22,045	\$1,320	\$2,512	\$25,876
2040-2041	16	\$22,486	\$1,346	\$2,562	\$26,394
2041-2042	17	\$22,935	\$1,373	\$2,614	\$26,922
2042-2043	18	\$23,394	\$1,400	\$2,666	\$27,460
2043-2044	19	\$23,862	\$1,428	\$2,719	\$28,009
2044-2045	20	\$24,339	\$1,457	\$2,773	\$28,569
2045-2046	21	\$24,826	\$1,486	\$2,829	\$29,141
2046-2047	22	\$25,323	\$1,516	\$2,885	\$29,724
2047-2048	23	\$25,829	\$1,546	\$2,943	\$30,318
2048-2049	24	\$26,346	\$1,577	\$3,002	\$30,924
2049-2050	25	\$26,872	\$1,609	\$3,062	\$31,543
2050-2051	26	\$27,410	\$1,641	\$3,123	\$32,174
2051-2052	27	\$27,958	\$1,674	\$3,185	\$32,817
2052-2053	28	\$28,517	\$1,707	\$3,249	\$33,473
2053-2054	29	\$29,088	\$1,741	\$3,314	\$34,143
2054-2055	30	\$29,669	\$1,776	\$3,380	\$34,825
2054-2055		\$30,263	\$1,811	\$3,448	\$35,522
2055-2056		\$30,868	\$1,848	\$3,448	\$36,163
2056-2057		\$31,485	-	-	\$31,485
Totals:		\$701,534	\$41,170	\$78,300	\$821,004
Averages:		\$23,384	\$1,372	\$2,610	\$26,484

Assumptions:

1. Data sources include the projected mill rate reported by the City of Biddeford, York County's FY2024 Tax Commitment, the State Treasurer's Office Municipal Revenue Sharing projections for 07/01/2024 - 06/30/2025 Published 05/07/24, the Maine Department of Education 01/17/24 2024-2025 ED 279 form for Biddeford Public Schools.
2. Tax shift losses are comprised of declining subsidies in revenue sharing and increasing obligations to pay county taxes. Tax shift losses occur a couple of years following the year in which the new assessed value is first recognized in the assessment. No tax shift losses occur when a TIF captures all of the new value. TIF revenues are retained at 100%.
3. These projections assume that the formulas and general inputs for state subsidies and county taxes do not change over time and they assume that all other values in other communities are static relative to one another except for the new value assessed. The projections are less likely to be accurate farther into the future.
4. Assumes the assessment ratio in the City is 100% when new property value arrives, such that the market value of new property is used for assessment purposes.
5. The projections above assume that no tax increment financing district is put in place, thus the mill rate is reduced by as a result of the full new value in the City. This analysis factors in tax shift impacts resulting from the project's new assessed value into future commitments and mill rate calculations to arrive at projected property tax payments.

Attachment 8

Credit Enhancement Agreement

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CREDIT ENHANCEMENT AGREEMENT

between

THE CITY OF BIDDEFORD, Maine

and

AVESTA BARRA ROAD LP

DATED: _____, 2024

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EXHIBITS:

Exhibit 1 Copy of District Map

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2024, between the City of Biddeford, Maine (the “City”), a municipal corporation and political subdivision of the State of Maine, and Avesta Barra Road, LP, a Maine limited partnership (the “Developer”).

WITNESSETH:

WHEREAS, the City designated the Trailside Way Affordable Housing Municipal Development and Tax Increment Financing District (the “District”) pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the City Council at a meeting of the City Council held on July 16, 2024 (the “Vote”) and pursuant to the Vote adopted an affordable housing development program, including a financial plan, for the District (the “Development Program”); and

WHEREAS, the City received the approval of the District and the Development Program from the Maine State Housing Authority on _____, 2024 (“MaineHousing”); and

WHEREAS, during the Vote, the City Council also authorized the execution of a credit enhancement agreement with the Developer as contemplated by the Development Program in the name of and on behalf of the City; and

WHEREAS, the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the credit enhancement agreement contemplated by and described in the Development Program.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions.

The terms defined in the above recitals and this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

“Act” means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

“Agreement” shall mean this Credit Enhancement Agreement between the City and the Developer dated as of the date set forth above, as such may be amended from time to time.

“Captured Assessed Value” means the amount, stated as a percentage, of the Increased Assessed Value of the District that is retained in each Tax Year during the term of the District, as specified in Section 2.3 hereof, to fund Project costs authorized in the Development Program.

“City” shall have the meaning given such term in the first paragraph hereto.

“City Project Cost Subaccount” means that portion of the Project Cost Account of the Development Program Fund for the District set aside for the City established and maintained according to Article II hereof.

“Current Assessed Value” means the then-current assessed value of the real property in the District as determined by the City Tax Assessor as of April 1 of each Tax Year that the District remains in effect.

“Development Program” shall have the meaning given such term in the recitals hereto.

“Development Program Fund” shall have the meaning assigned to such term in Section 2.1 below.

“Developer Project Cost Subaccount” means that portion of the Project Cost Account of the Development Program Fund for the District set aside for the Developer established and maintained according to Article II hereof.

“Director” means the Director of the Maine State Housing Authority.

“District” shall have the meaning given such term in the first recital hereto, which is more specifically comprised of approximately 2.24 acres of real property and identified in an attachment to the Development Program and any future improvements to such real property. A copy of the District map is attached hereto as Exhibit 1 for convenience.

“Effective Date of the Development Program” means _____, 2024.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the City may from time to time establish.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

“Original Assessed Value” means five thousand six hundred dollars (\$5,600), the taxable assessed value of the District as of March 31, 2024 (April 1, 2023).

“Project” means the planned 46-unit senior affordable housing project located in the District to be undertaken by the Developer that has been issued a Notice to Proceed by MaineHousing and will be subject to an Extended Use Agreement and Program Declaration of Covenants placing affordability restrictions on the Project for a minimum of forty-five (45) years.

“Project Cost Account” means the project cost account described in the Development Program and established and maintained pursuant to Title 30-A M.R.S. § 5250-A(3)(A)(1) and Article II hereof.

“Property Taxes” means any and all *ad valorem* property taxes levied, charged or assessed against all property located in the District by the City, or on its behalf.

“State” means the State of Maine.

“Tax Increment Revenues” means that portion of all real property taxes assessed and paid to the City in any Tax Year, in excess of any state, or special district tax, upon the Captured Assessed Value.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by the City are due and payable from owners of property located within the City, or are actually paid to the City with respect to taxable property located within the District.

“Tax Year” shall have the meaning given such term in 30-A M.R.S. § 5246(16), as amended, to wit: April 1 to March 31.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

- (a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.
- (b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.
- (c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.
- (d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.
- (e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.
- (f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II

AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date of the Development Program, the City shall create and establish a segregated fund in the name of the City designated as the “Trailside Way Affordable Housing Municipal Development and Tax Increment Financing District Program Fund” (hereinafter the “Development Program Fund”) pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S. § 5250-A(3). The Development Program Fund shall consist of the Developer Project Cost Subaccount and the City Project Cost Subaccount, both of which are pledged to and charged with the payment of Project costs described in the Development Program, as provided in 30-A M.R.S. § 5250-A(3)(A)(1). The Development Program Fund is pledged to and charged with the payment of costs in the manner and priority provided in Section 3.1(b) below.

Section 2.2. Liens.

The City shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Developer Project Cost Subaccount described in Section 2.1 hereof or any funds therein, other than the interest in favor of the Developer hereunder; provided, however, that nothing herein shall prohibit the creation of property tax liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.

(a) Each year during the term of this Agreement, commencing with the 2025-2026 Tax Year and continuing for a period of thirty (30) years until the 2054-2055 Tax Year (the “CEA Years”), the City shall capture in the District one hundred percent (100%) of the Increased Assessed Value as Captured Assessed Value.

(b) For each of the CEA Years, the City shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to one hundred percent (100%) of that portion of the property tax payment constituting Tax Increment Revenues. The City shall allocate seventy-five percent (75%) of the Tax Increment Revenues so deposited in the Development Program Fund to the Developer Project Cost Subaccount and the remaining twenty-five percent (25%) of the Tax Increment Revenues so deposited in the Development Program Fund shall be allocated to the City Project Cost Subaccount. Notwithstanding anything herein to the contrary, the City shall have the option to capture a percentage of Increased Assessed Value as Captured Assessed Value of less than one hundred percent (100%) so long as the total amounts obligated to be paid to the

Developer are not impacted by such reduction.

Section 2.4. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in the Developer Project Cost Subaccount shall in all cases be used and applied to fund fully the City's payment obligations to the Developer as described in Articles II and III hereof. The Developer shall be obligated to use such payments for operating costs of the Project pursuant to the Development Program and Title 30-A M.R.S. § 5249. All monies allocable to and/or deposited in the City Project Cost Subaccount shall be used and applied by the City as set forth in the Development Program.

Section 2.5. Monies Held for Benefit of the Developer.

All monies required to be deposited with or paid into the Developer Project Cost Subaccount under the provisions hereof and the provisions of the Development Program, and any investment earnings thereon, shall be held by the City for the benefit of the Developer.

**ARTICLE III
PAYMENT OBLIGATIONS**

Section 3.1. Developer Payments.

(a) The City agrees to pay the Developer, within thirty (30) days following the Tax Payment Date, all amounts then on deposit in the Developer Project Cost Subaccount so long as (i) a Notice to Proceed has been issued to the Project by MaineHousing and a copy of such Notice to Proceed has been delivered to the City and (ii) an Extended Use Agreement and Program Declaration of Covenants has been executed with MaineHousing and recorded in the registry of deeds and a copy of which has been delivered to the City.

(b) All payments made by the City to the Developer hereunder shall be used to pay directly or to reimburse the Developer for operating costs of the Project as set forth in the Development Program.

(c) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against the real or personal property located in the District remain unpaid, for any reason other than a bona fide valuation dispute described above, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value; and second, shall constitute payment of Property Taxes with respect to Captured Assessed Value, to be applied first to payment in full of the amount to be deposited in the City Project Cost Subaccount for the year concerned (or to the general fund if the City has reduced its capture percentage). In such case, no payment of the Developer's share of the Tax Increment Revenues for the year concerned will be deposited into the Developer Project Cost Subaccount until such property taxes assessed against real or personal property located in the District are paid in full.

Section 3.2. Failure to Make Payment.

In the event the City should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into the Developer Project Cost Subaccount is insufficient to reimburse the Developer for the full amount due to the Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. The Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation to deposit Tax Increment Revenues to the Developer Project Cost Subaccount and its obligation to make payment out of the Developer Project Cost Subaccount to the Developer.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to the Developer at the address specified in Section 8.7 hereof in the manner provided hereinabove by check drawn on the City.

Section 3.4. Obligations Unconditional.

Subject to compliance with the terms and conditions of this Agreement, the obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the City shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than pursuant to this Agreement or by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal.

Section 3.5. Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from Tax Increment Revenues pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to the Developer hereunder, whether or not actually deposited into the Developer Project Cost Subaccount in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the City, the State of Maine, or any other City or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV

PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of and Grant of Security Interest in the Developer Project Cost Subaccount.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge the Developer Project Cost Subaccount described in Section 2.1 hereof and all sums of money and other securities and investments therein to the Developer.

Section 4.2. Perfection of Interest.

(a) Upon written request by the Developer, the City will establish the Developer Project Cost Subaccount described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by the Developer so as to perfect the Developer's interest therein. The cost of establishing and monitoring such a fund (including the cost of counsel to the City with respect thereto) shall be borne exclusively by the Developer. In the event such a fund is established under the control of a trustee or fiduciary, the City shall cooperate with the Developer in causing appropriate financing statements and continuation statements naming the Developer, or its designee, as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(b) In the event the Developer requires the establishment of a segregated fund in accordance with this Section 4.2, the City's responsibility shall be expressly limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by the Developer. The City shall have no liability for payment over of the funds concerned to the Developer by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary. Notwithstanding any change in the identity of the Developer's designated escrow agent, trustee or other fiduciary, the City shall have no liability for misdelivery of funds if delivered in accordance with the Developer's most recent written designation or instructions actually received by the City.

Section 4.3. Further Instruments.

The City shall, upon the reasonable request of the Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City except to the extent provided for in this Agreement; and provided further that the cost of executing and delivering such further

instruments (including the reasonable and related costs of counsel to the City with respect thereto) shall be borne exclusively by the Developer.

Section 4.4. No Disposition of the Developer Project Cost Subaccount.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Developer Project Cost Subaccount and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records and documents in the possession of either of the parties to this Agreement relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Developer Project Cost Subaccount shall at all reasonable times and upon reasonable notice be open to inspection by both parties to this Agreement, and the agents and employees of the parties to this Agreement.

**ARTICLE V
DEFAULTS AND REMEDIES**

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an “Event of Default”:

- (a) Any failure by the City to pay any amounts due to the Developer when the same shall become due and payable;
- (b) Any failure by the City to make deposits into the Developer Project Cost Subaccount as and when due;
- (c) Other than as provided in paragraph (a) and (b) above, any failure by the City or the Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or the Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; and
- (d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the Developer's affairs shall have been entered against the Developer or the Developer shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Developer or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Developer or the failure by the Developer to have an involuntary petition in

bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Developer.

(e) If any written representation or warranty given to the City by the Developer is knowingly incorrect or incomplete in any material respect, other than statements made about or in agreements with the City that were later changed by mutual consent.

(f) If the property in the District is not developed and maintained substantially consistently with MaineHousing requirements and City codes and regulations, and such failure to develop or maintain the property in the District is not cured within thirty (30) days after written notice from the City to the Developer.

(g) Any discontinuance of the District property as “affordable housing,” pursuant to the definition contained in Title 30-A M.R.S.A. Section 5246.

(h) Any discontinuance by Developer of compliance with the Extended Use Agreement and Program Declaration of Covenants with MaineHousing which requires affordability of the Project for a minimum of 45 years.

Section 5.2. Remedies on Default.

Subject to the provisions contained in Section 8.13, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder. Further, the non-defaulting party may elect to terminate this Agreement upon 30 days’ written notice to the defaulting party.

Section 5.3. Remedies Cumulative.

Subject to the provisions of Section 8.13 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the

parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term.

Notwithstanding any other provision of this Agreement, this Agreement is conditioned upon receipt of the Director's unconditional approval of the City's designation of the District and adoption of the Development Program. Following execution and delivery of this Agreement, the Agreement shall not be or become binding and enforceable until receipt of such unconditional approval. Upon receipt of such approval, this Agreement shall remain in full force from the Effective Date of the Development Program and shall expire June 30, 2055 or sooner upon the payment of all amounts due to the Developer hereunder and the performance of all obligations on the part of the City hereunder, unless even sooner terminated pursuant to Section 3.4 or any other applicable provision of this Agreement.

Section 6.2. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge, Collateral Assignment Or Grant of a Security Interest.

The City hereby acknowledges that the Developer may pledge, assign and grant a security interest in its right, title and interest in, to and under this Agreement as collateral for financing by a bank or financial institution to the Developer for the Project, although no obligation is hereby imposed on the Developer to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of and the grant of a security interest in all the Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to the Developer hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. The City agrees upon request to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee or secured party, including without limitation recognition of the pledgee or assignee or secured party as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee or secured party the position of such assignee or pledgee or secured party and the irrevocable and binding nature of this Agreement, and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for establishing, perfection

and protection of its interest herein. The Developer shall be responsible for the City's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

Section 7.2. Transfer.

Except as specified in Section 7.1 hereof, the Developer shall not transfer or assign any portion of its rights in, to and under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the City or the Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and the Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and the Developer.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials of the City.

(a) No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity, and no such person shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of the Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of the Developer in his or her individual capacity, and no official,

officer, employee or agent of the Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Notices.

All notices, certificates, requests, requisitions or other communications by the City or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the City:

City Biddeford
205 Main Street
Biddeford, ME 04005
Attn.: James A. Bennett, City Manager

With a copy to:

Bernstein Shur
P.O. Box 9729
Portland, ME 04104-5029
Attn: Philip R. Saucier, Esq.

If to the Developer:

Avesta Barra Road, LP
c/o Avesta Housing Development Corporation
307 Cumberland Avenue
Portland, ME 04101
Attn: Patrick Hess, Director of Real Estate Development

With a copy to:

Amy Devin, Esq.
Curtis Thaxter LLC
P.O. Box 7320
Portland, ME 04112

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments.

This Agreement may be amended only with the concurring written consent of both of the parties hereto.

Section 8.9. Records.

The City shall maintain records which are adequate in all respects to make the calculation of Increased Assessed Value and Tax Increment Revenues required to calculate the deposits into the Development Program Fund hereunder, and shall provide to the Developer, upon request by the Developer, a summary of such calculations.

Section 8.10. Reserved.

Section 8.11. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Reserved.

Section 8.13. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, then either party may refer the dispute for resolution by one arbitrator mutually agreed to by the parties, and judgment on the award rendered by the arbitrator may be entered in any Maine state court having jurisdiction. Any such arbitration will take place in Portland, Maine or such other location as mutually agreed by the parties. The parties acknowledge that arbitration shall be the sole mechanism for dispute resolution under this Agreement. Provided however, that in the event the parties are unable to agree, within a reasonable period, on the selection of an arbitrator, either party may file suit to resolve the dispute in any court having jurisdiction within the State of Maine. This arbitration clause shall not bar the City's assessment or collection of property taxes in accord with law, including by judicial proceedings, including tax lien thereof.

Section 8.14. Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the City, by entering into this

Agreement, is not excusing any non-payment of taxes by the Developer. Without limiting the foregoing, the City and the Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on the Developer's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The City and the Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party or be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to the Developer's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

[remainder of page left blank intentionally—signatures appear on next page]

DRAFT

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

CITY OF BIDDEFORD

_____ By: _____
James A. Bennett, its City Manager

DRAFT

WITNESS:

AVESTA BARRA ROAD LP

By: Pinecone Housing Corporation, its general
partner

_____ By: _____,
_____, its _____

DRAFT

EXHIBIT 1

Copy of District Map

DRAFT

JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement ("Agreement"), dated September 21, 2021 is executed by **Mike Eon Associates, Ltd., Indian Cliff Development Corporation and Sawmill Park Properties, LLC. (collectively the "Eon Entities")**, their successors and assigns and the **CITY OF BIDDEFORD, MAINE** (the "City") (each a "Party" and, collectively, the "Parties").

RECITALS

WHEREAS, Saxon Partners ("Saxon") wishes to enter into a Credit Enhancement Agreement with the City dated as of September 21, 2021 (the "Credit Enhancement Agreement"); and

WHEREAS, the development of the property owned by the Eon Entities as outlined herein is contingent upon the approval and development of the adjacent Saxon property as currently contemplated; and

WHEREAS, the City seeks to expand its connections to the Eastern Trail, bringing it closer to the terminus of the Riverwalk, so-called; and

WHEREAS, the Eon Entities and the City have a mutual interest in protecting segments of the Thatcher Brook that run through the Eon Entities' property; and

WHEREAS, the City desires to create additional housing options in the community, including affordable housing and "next homes", to meet its 5-year Housing Goals and Strategies; and

WHEREAS, it is the intent of the Eon Entities to further develop the remaining properties in a mixed commercial and residential fashion, including the creation of new affordable housing for seniors being persons over the age of 55 ("Senior Housing");

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I
COMMITMENTS

1. Eon Entities Commitments.

- a. Mixed Use Master Plan. The Eon Entities shall draft a mutually acceptable Mixed Use Master Plan, in collaboration with the City, for the remainder of the Eon Entities property to create additional Senior Housing options for the City, add protections around segments of Thatcher Brook, and create easements for a pedestrian connection through its property with the Eastern Trail between Barra Road and Village Lane. The Master Plan is intended to become the basis for future development of the area and any zoning ordinance changes required to meet Housing Development Goals and Strategies.
- b. Permanent Easement Commitment. Eon Entities agree to grant the following permanent pedestrian easement to the City in connection with the Eastern Trail by continuing the trail from its end in and around Barra Road through the Eon Entities property to South Street via local roads, sidewalks and dedicated pathways:
 - i. A pedestrian easement, for use by the public, of a certain area generally enumerated and to be identified as the "City Pedestrian Easement Area" on the concept plan attached hereto as Exhibit A; the easement area shall be further determined during the Master Planning process. The exact location and dimensions of the Pedestrian Easement Area shall be mutually agreed upon by the Eon Entities and the City through good faith negotiations.

By execution of this Agreement, the City hereby represents that the City Council has authorized the City Manager to accept, on behalf of the City, the Pedestrian Easement Area on the terms and conditions set forth above.

- c. Housing Commitments. The Eon Entities agree to carve out 2 +/- acres of land adjacent to the Saxon project land (see Exhibit A below), owned by the Eon Entities (the "Housing Parcel"), to create between 35-45 affordable housing units serving seniors at 80% or less of area median income. Eon Entities shall work with an appropriate low-income senior housing developer to create said units. The final unit count and size of the Housing Parcel shall be subject to the findings and goals of the mixed use Master Plan.

d. Schedule. The Eon Entities shall adhere to the following performance schedule:

- i. Commence work on a mixed use Master Plan for the Eon Entities' property within 18 months of execution of the Credit Enhancement Agreement with Saxon;
- ii. Complete the mixed use Master Plan within 18 months of the issuance of a Certificate of Occupancy for the Saxon project;
- iii. Grant the permanent pedestrian easement to the City within 3 years of the issuance of the Certificate of Occupancy for the Saxon project; and,
- iv. Within 2 years of the issuance of the Certificate of Occupancy for the Saxon project, commence, in conjunction with an appropriate senior low income housing agency, planning for 35-45 housing units on the 2+/- acre Housing Parcel and complete construction within 2 years of obtaining financing and necessary permits. Further:

1. With the exception of the property needed for the Saxon project and property to be conveyed to abutters shown on Assessor's Map at lots 17-3 and/or 17-5, no other residential housing construction on any Eon Entities properties which use Barra Road as its primary access (specifically, Tax Map 7, Lots 15 and 17-2), shall commence until the affordable Housing Parcel and the Housing Parcel access road are established.
2. Eon Entities' failure to move forward with the Senior Housing project within the schedule prescribed above shall result in the forfeiture of the 2+/- acre Housing Parcel to the City for the primary intended purpose of affordable housing development. The City agrees that the completion of construction of affordable Senior Housing units on the 2+/- acre Housing Parcel shall satisfy the requirements hereof.

2. City Commitments. The City commits to the following:

- a. The establishment of a 20 year Credit Enhancement Agreement with Saxon that will provide as follows:

- i. For years 1-5, Saxon shall pay taxes to the City totaling \$255,000 in Year 1, escalating at the annual rate of 2% in Years 2-5.
 - ii. For Years 6-20, taxes shall be assessed at the full fair market value. Sixty five percent (65%) of the taxes paid by Saxon or its successor shall be retained by the City and thirty five percent (35%) shall be returned to the property owner.
- b. Coordination of the Master Planning activities with key departments, committees, and agencies to ensure a sound planning process and completion within the specified period above.
- c. Based on the Master Planning process, make recommendations to the Planning Board and City Council for zoning adjustments, including but not limited to, height restrictions, reduction in yard setbacks, or adjusting density requirements, consistent with the standards of the Saxon project.
- d. Assist Eon Entities and an associated developer in obtaining financing in support of the housing project as contemplated herein, including due consideration of a Credit Enhancement if the City determines that it is necessary to obtain financing to complete the project. The Eon Entities recognize that the City may decline to provide any such financial assistance at its sole discretion. The City, for its part, recognizes that the primary, if not exclusive source, of funding for the housing project contemplated herein comes from the Maine State Housing Authority and funds currently are allocated based on a certain level of municipal support including but not limited to some form of Credit Enhancement.

ARTICLE II

INDEMNIFICATIONS

The City agrees to indemnify, defend and hold Eon Entities harmless from any claims, damages, costs, liabilities and expenses (including attorney's fees) arising from the City and/or the public's use of the "City Pedestrian Easement Area" as outlined in Article I, Section 1(b)(i). Each Party shall indemnify, defend, and hold the other Party harmless from any claims, damages, costs, liabilities and expenses (including reasonable attorney's fees) arising from the gross negligence, misrepresentation, fraud, fault or misconduct of the indemnifying Party or any of its agents, servants, officers, directors, employees and affiliates.

ARTICLE III
LIMIT OF LIABILITY

Notwithstanding any other provision of this Agreement, in no event shall the Parties or any of their affiliates, by reason of any of their respective acts or omissions relating to this Agreement be liable whether in contract, tort, misrepresentation, warranty, negligence, strict liability, or otherwise for any special, indirect, or consequential damages arising out of or in connection with this Agreement, or the performance, non-performance or breach thereof.

ARTICLE IV
MISCELLANEOUS

1. **Representations and Warranties.**

Each Party represents and warrants to the other that:

- a. It is duly qualified to do business and is in good standing in the State of Maine; and
- b. It has full power and authority to execute, deliver and perform its obligations under this Agreement; and
- c. The execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action by such Party; and
- d. The execution and delivery of this Agreement by such Party and the performance of the terms, covenants and conditions contained herein will not violate the articles of incorporation or by-laws of such Party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either Party is bound.

2. **Right to Require Performance.**

The failure of any Party at any time to require performance by the other Party of any provisions hereof shall in no way affect the right of such Party thereafter to enforce the same. Nor shall waiver by either Party of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.

3. **Governing Law.**

This Agreement is and shall constitute a contract under and is to be construed in accordance with the laws of the State of Maine. Any dispute resulting in legal action and not resolved by arbitration, mediation, or such other method as may be mutually agreed to by the Parties shall be adjudicated within the jurisdiction of the State of Maine.

4. **Relationship of Parties.**

- a. This Agreement is not intended to supersede the authority granted by law to any regulatory board or agency of the City. Therefore, nothing in this Agreement shall be construed or implied to require the City's planning, zoning or other regulatory boards or agencies (however designated) to approve the plans for any aspect of the actions required under this Agreement;
- b. The Parties acknowledge that the obligations set further herein may be further described in other agreements and or deeds as agreed to by the Parties. The City, and the Eon Entities agree to cooperate in good faith with regard to each and every aspect required for the completion of all obligations contemplated by this Agreement; and
- c. This Agreement shall not be interpreted or construed to independently create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other Party.

5. **Breach by the Eon Entities.**

- a. The City shall provide notice to the Eon Entities of a breach in writing, identifying the nature of the alleged breach and requested remedy. A breach shall be cured if remedied within thirty (30) days of receipt of the notice, or such other time as mutually agreed.
- b. If a breach is not cured as set forth above, the City may bring an action, in law or in equity, to enforce this Agreement or for damages, or both. During the period of any such breach, the Eon Entities recognize and agree that the City will not issue any approvals or building permits for Lots 7-17-2 and 7-15 other than for the projects contemplated herein.

6. **Breach by City.**

- a. Eon Entities shall provide notice to the City of a breach in writing, identifying the nature of the alleged breach and requested remedy. A breach shall be cured if remedied within thirty (30) days of receipt of the notice, or such other time as mutually agreed.
- b. If a breach is not cured as set forth above, the Eon Entities may bring an action, in law or in equity, to enforce this Agreement or for damages, or both.

7. **Integration.**

This Agreement, along with any exhibits, appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written regarding the matters addressed in this Agreement. The Parties hereby acknowledge and represent, by affixing their hands and seals hereto, that the Parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other Party or any other person or entity whatsoever, prior to the execution of this Agreement. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a Party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of the Party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

8. **No Oral Modifications; Assignment.**

This Agreement may not be changed or terminated orally. This Agreement and all the covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement and any of the rights, interests or obligations under this Agreement may not be assigned or delegated by any Party, without the prior written consent of the other Party, provided, however, that it is hereby agreed and acknowledged that the Eon Entities shall have the right to assign this Agreement to an affiliate or related entity of the Eon Entities, without having to obtain the prior written consent of the City for such assignment. This Agreement is not intended to confer any rights or benefits to any entity other than to the City and the Eon Entities, and their affiliates and/or assignees.

9. **Notice.**

All notices required to be given to City or Eon Entities under this Agreement shall be in writing and deemed given upon the earlier of actual receipt by personal delivery or two (2) days after being mailed by U.S. Express, registered or certified mail, return receipt requested, or a reputable overnight courier as follows:

City: City of Biddeford
c/o James A. Bennett, (or the then current) City Manager
P.O. Box 586
205 Main Street
Biddeford, Maine 04005

With a copy to: Keith R. Jacques, Esq.
Woodman Edmands Danylik Austin Smith & Jacques, P.A.
234 Main Street
P.O. Box 468
Biddeford, ME 04005

Eon Entities: Mike Eon Associates, Ltd.,
PO Box 444
Biddeford, ME 04005

Indian Cliff Development Corporation
PO Box 444
Biddeford, ME 04005

Sawmill Park Properties, LLC
PO Box 444
Biddeford, ME 04005

With a copy to: Richard A. Hull, III
Hull Law Office, LLC
409 Alfred Road
Biddeford, ME 04005

10. **Severability.**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

11. **Survival.**

All express representations, warranties, indemnifications or limitations of liability made in or given in this Agreement shall survive the expiration or the termination of this Agreement for any reason.

12. **Mediation/Arbitration.**

The Parties hereto agree that prior to filing litigation they will consider alternative dispute resolution techniques such as mediation and arbitration to resolve all claims, counterclaims, disputes and other matters in question between the Parties arising out of this Agreement.

13. **Consents.**

Eon Entities shall use commercially reasonable efforts to obtain all necessary consents of its mortgage holders and other lien holders to this Agreement and the easements contemplated herein.

14. **Memorandum of Joint Development Agreement.**

The Parties shall execute a Memorandum of Joint Development Agreement in the form attached hereto that shall be recorded in the York County Registry of Deeds.

IN WITNESS WHEREOF, The Eon Entities and the City have set their hands and seals as of the day, month and year first above written.

MIKE EON ASSOCIATES, LTD

Witness

By: _____
Michael Eon
Title: President

INDIAN CLIFF DEVELOPMENT CORP.

Witness

By: _____
Michael Eon
Title: President

SAWMILL PARK PROPERTIES, LLC

Witness

By: _____
Michael Eon
Title: Member

Witness

By: _____
David Gould
Title: Member

CITY OF BIDDEFORD



Witness

By: 

James A. Bennett
Title: City Manager



Witness

MIKE EON ASSOCIATES, LTD

By: 

Michael Eon

Title: President



Witness

INDIAN CLIFF DEVELOPMENT CORP.

By: 

Michael Eon

Title: President



Witness



Witness

SAWMILL PARK PROPERTIES, LLC

By: 

Michael Eon

Title: Member

By: 

David Gould

Title: Member



Witness

CITY OF BIDDEFORD

By: 

James A. Bennett

Title: City Manager

Exhibit A

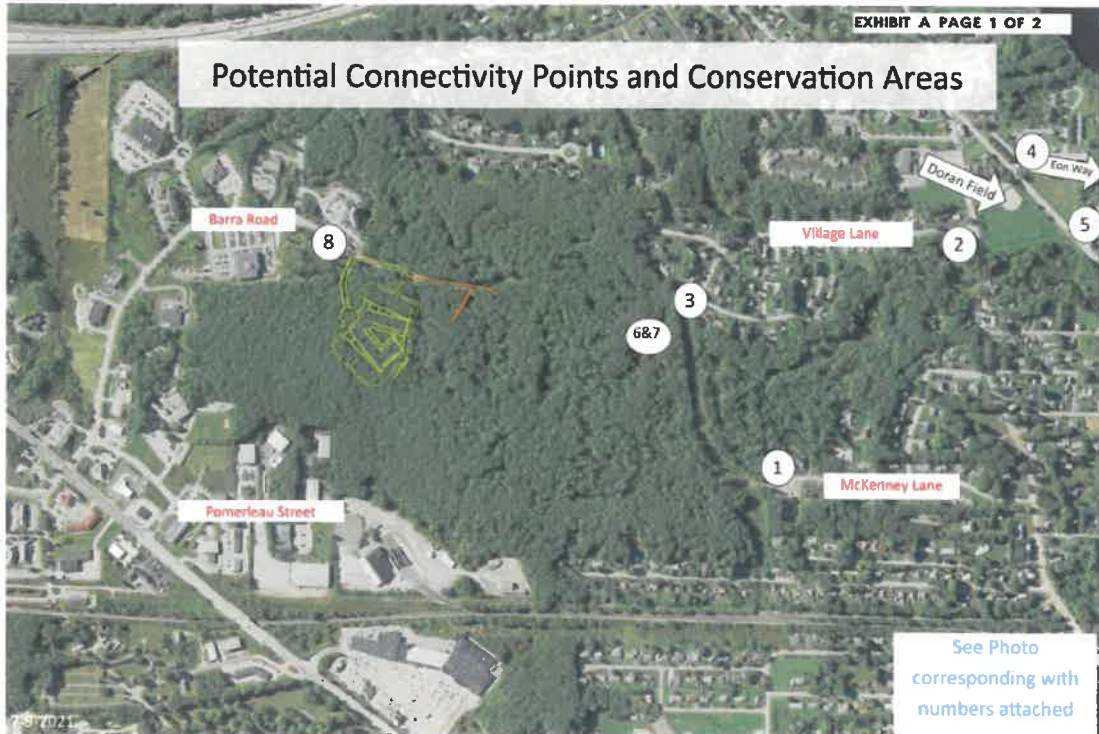


EXHIBIT A PAGE 2 OF 2

Photos Corresponding with Numbers on Potential Connectivity Point and Conservation Areas



1 Trail Access Point end of McKenney Drive



2 Intersection South Street and Village Lane



3 Access Point to Bridge and Indian Cliff Intersection of Glade & Village Lane



4 Eon Way is the access road from the teen center to beach, fields and boat ramp at Rotary Park.



5 Rotary Park entrance on Main Street facing Doran Field angle room behind fence to access Village Lane



6 Possible Preservation Area



7 Possible Preservation Area



8 Access Point end of Barra Road

Tax Map 7, Lots 15 and 17-2, as referenced in Article I, Section 1(d)(iv)(1) above





City Council

Meeting July 16, 2024

Date:

Meeting 6:00 PM

Time:

Agenda 12.c

Item No:

Item 2024.115 Approval/Authorization Thatcher Brook Affordable Housing Tax

Description: Increment Financing District Application

Submitted George Gervais, Director, Planning & Economic Development

By:

Supporting Information/Documentation:

Thatcher Brook Apts AHTIF - ORDER, 20240709 Thatcher Brook Apartments AHTIF Application draft 0710, 20240610 Joint Development Agreement Westbrook Development Corp-Fully Executed

Key Terms:

AHTIF: Affordable Housing Tax Increment Financing District

Executive Summary:

Westbrook Development Corporation, together with its wholly owned subsidiaries, Thatcher Brook Apartments I, LP and Thatcher Brook Apartments II, LP (the "Partnerships"), are proposing to acquire a portion of City owned land located at 37 Barra Road, more specifically described as Tax Map 2 Lot 42, to develop in phases two buildings of low-income family and senior housing to be known as the Thatcher Brook Apartments (the "Project"). This AHTIF application anticipates a 100% capture of incremental tax revenues. 75% will be designated specifically for this affordable housing project over a 30-year term through a Credit Enhancement Agreement. The remaining 25% of incremental tax revenue remains with the city.

Detailed Review:

Westbrook Development Corporation, together with its wholly owned subsidiaries, Thatcher Brook Apartments I, LP and Thatcher Brook Apartments II, LP (the "Partnerships"), are proposing to acquire a portion of City owned land located at 37 Barra Road, more specifically described as Tax Map 2 Lot 42, to develop in phases two buildings of low-income family and

senior housing to be known as the Thatcher Brook Apartments (the “Project”).

The parcel for the Project is located within close proximity to bus lines, outdoor recreation, and a number of amenities important to daily living. The 3.64 acre land is largely vacant aside from a small pump house shed on an easement owned by the Maine Water company. Other easements exist on site for utility access, sewer, and a stormwater detention pond.

In Phase 1, Thatcher Brook Apartments I, LP proposes to develop and own 40 units of affordable non-age restricted housing in a single new four-story building. Of these units, 50% will be one-bedroom, 30% two-bedroom, and the remaining 20% will be three-bedroom units. All of the apartments will be made available to households earning at or below 60% of the area median income (AMI).

In Phase 2, Thatcher Brook Apartments II, LP proposes to develop and own 36 units of affordable housing for older adults aged 55+. The senior units will be housed in a single new three-story building. All senior apartments will be one-bedroom units and will be reserved for households earning at or below 60% of AMI.

Phase 1 and Phase 2 may proceed upon differing development timelines depending on, inter alia, the availability of funding for each separate development, which would trigger different start dates for the respective credit enhancement agreements.

Future residents of both buildings will further benefit from the efficiency and predictability of having heat, hot water, and electricity included in their monthly rents. The property will include on-site laundry, private trash removal, a community space, on-site property management office, and outdoor seating options.

In order to provide, preserve, and enhance much needed affordable housing in the City of Biddeford, the Partnerships are requesting Tax Increment Financing to support the ongoing affordability of the Project. The Partnerships are requesting individual credit enhancement agreements (the “CEA’s”) for each Partnership, pursuant to which 75% of the “tax increment revenues” as defined in the legislation creating the Affordable Housing Tax Increment Financing Program would be returned to each Partnership each year for a 30-year period following the completion of the proposed construction. The obligation to pay such tax increment revenues to the Partnerships would be set forth in two (2) CEA’s, each between the City and the two Partnerships, on usual and customary terms.

By providing for the reinvestment of a portion of the new (incremental) tax revenues (75%) in the District via Credit Enhancement Agreements, this District will provide for much needed Affordable Housing development within the District. The Development Project will not be feasible but for the approval of the proposed Credit Enhancement Agreements.

The remaining 25% of incremental tax revenue will contribute to Sewer Capacity Upgrades and to the City Affordable Housing Trust Fund. The Thatcher Brook AHTIF application contemplates

\$500,000 to the Affordable Housing Trust Fund and \$183,945 towards Sewer Capacity Upgrades representing the 25% City portion of incremental tax revenue. Alternatively, the Council may certainly choose to adjust these contributions, or could, instead, capture only the 75% incremental tax revenue needed for the development to move forward and allow the remaining 25% to flow unsheltered to the General Fund.

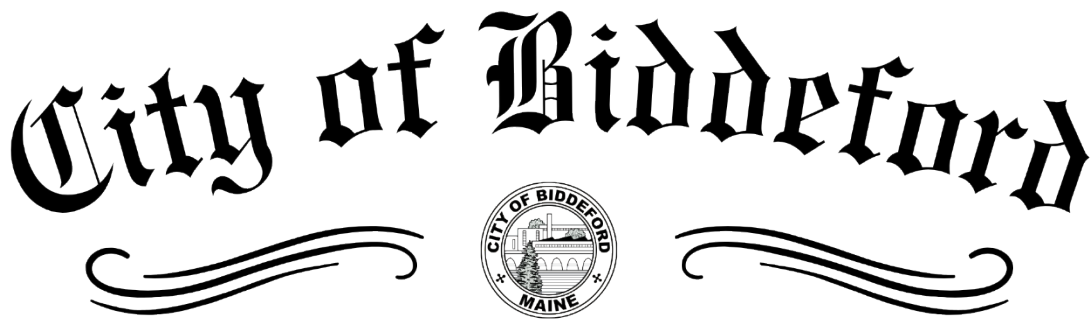
The associated Joint Development Agreement has been provided in the packet for reference.

Funding Source:

N/A

Staff Recommendation:

Staff recommends the City Council approve the establishment of the "Thatcher Brook Affordable Housing Tax Increment Financing District" as well as the associated Credit Enhancement Agreements and Authorize the City Manager to sign and submit to Maine State Housing Authority for approval the AHTIF Application documents to establish the District, in substantially the form as presented, and to execute the Credit Enhancement Agreements conditioned upon the final underwriting recommendations.



**Thatcher Brook Apartments Affordable Housing
Municipal Development and Tax Increment Financing District**

2024.115

IN BOARD OF CITY COUNCIL... July 16, 2024

WHEREAS, the City of Biddeford (the “City”) is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate the **Thatcher Brook Apartments Affordable Housing Municipal Development and Tax Increment Financing District** (the “District,”) and the Development Program (the “Development Program,”) for the District; and

WHEREAS, there is a need for economic development and affordable housing in the City, in the surrounding region, and in the State of Maine; and

WHEREAS, there is a need to improve and broaden the tax base of the City; and to improve the general economy of the City and the surrounding region, and to provide impetus for affordable housing development within the City; and

WHEREAS, implementation of the Development Program will help to improve and broaden the tax base in the City and improve the economy of the City and the region by attracting business development in the area and creating affordable housing in the District; and

WHEREAS, there is a need to implement continued economic development initiatives in the District through the Development Program in accordance with the provision of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended; and

WHEREAS, it is expected that approval will be obtained from the Maine State Housing Authority (“MaineHousing”), approving the **Thatcher Brook Apartments Affordable Housing Municipal Development and Tax Increment Financing District** and the Development Program related thereto;

BE IT ORDERED as follows:

Section 1. The City of Biddeford hereby designates the District and adopts the associated Development Program for the District; such designation and adoption to be pursuant to the following findings, terms, and provisions:

Section 2. The City Council hereby finds and determines that:

- a. At least twenty-five percent (25%), by area, of the real property within the District, as hereinafter designated, is suitable for residential use, blighted area, or is in need of rehabilitation; and
- b. The total area of the District does not exceed two percent (2%) of the total acreage of the City, and the total area of all existing and proposed development districts within the City (including the District) does not exceed five percent (5%) of the total acreage of the City; and
- c. The original assessed value of all existing and proposed affordable housing tax increment financing districts (including the District) does not exceed five percent (5%) of the total value of equalized taxable property within the City as of April 1, 2023; and
- d. The District and pursuit of the Development Program will make a contribution to the expansion of affordable housing opportunities within the municipality, the economic growth and well-being of the City and the surrounding region, and will contribute to the betterment of the health, welfare and safety of the inhabitants of the City, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose. The City has considered all evidence, if any, presented to it with regard to any adverse economic effect on or detriment to any existing business and has found and determined that such adverse economic effect on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the District and Development Program.

Section 3. Pursuant to the provisions of 30-A M.R.S. § 5250-A, the percentage of increased assessed value to be retained as captured assessed value in accordance with the Development Program is hereby established as set forth in the Development Program.

Section 4. The City Manager, or his duly appointed representative, is hereby authorized, empowered and directed to submit the proposed Development Program for the District to MaineHousing for review and approval pursuant to the requirements of 30-A M.R.S. § 5250-A.

Section 5. The foregoing designation of the District and adoption of the Development Program for the District shall automatically become final and shall take full force and effect upon receipt by the City of approval by MaineHousing, without requirement of further action by the City, the City Council, or any other party.

Section 6. The City Manager, or his duly appointed representative, is hereby authorized and empowered, at his discretion, from time to time, to make such revisions to the District and Development Program as the City Manager may deem reasonably necessary or convenient in order to facilitate the process for review and approval of the District by MaineHousing, or for any other reason, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Development Program.

Section 7. The City Manager, or his duly appointed representative, is hereby authorized, delegated and directed to submit any reports to MaineHousing regarding the District and Development Program.

Section 8. The City Manager, or his duly appointed representative, in the name and on behalf of the City, is hereby authorized and directed to enter into credit enhancement agreements between the City and the developers of the projects to be located in the District, in substantially the form as presented to the City Council in conjunction with this Order and on terms as described in the Development Program and any other negotiated agreements between the City and the Developers.

Attest by: _____

MAINE STATE HOUSING AUTHORITY

APPLICATION

Affordable Housing Tax Increment Financing

The Municipal Affordable Housing Development Districts statute, 30-A M.R.S.A. §§5245 – 5250-G, referred to as the "TIF Statute" in this Application, applies to affordable housing tax increment financing in Maine. The TIF Statute provides that before a municipality's designation of an affordable housing development district and its adoption of the associated affordable housing development program for the district become effective, MaineHousing must review the proposed district and development program to ensure compliance with the TIF Statute.

All applications to MaineHousing for review of an affordable housing development district and its associated development program must be on this form and include all eight Attachments noted below.

Sections 1 and 2 below are in fillable PDF format and may be completed on-line. After you have completed Sections 1 and 2, please print the Application and sign where indicated in Section 1.

This Application, with Attachments 1 through 8, may be submitted to MaineHousing in one of two ways:

By Email to Donald Guild, Esq. sent to dguild@mainehousing.org, or

By mail to: Donald Guild, MaineHousing, 26 Edison Drive, Augusta, Maine 04330

In this Application "district" means an affordable housing development district and "development program" means an affordable housing development program.

SECTION 1 – APPLICANT INFORMATION

1-1 Name of applicant city or town: City of Biddeford

1-2 Municipal official submitting this Application:

James A. Bennett

Printed name

City Manager

Title

PO Box 586, Biddeford, ME 04005

Mailing address

207-284-9313

Phone number

james.bennett@biddefordmaine.org

E-mail address

The municipal official named above certifies that he/she has the authority to submit this Application to MaineHousing and further certifies that to the best of his/her knowledge, the information contained in this Application and its Attachments is true.

Signature

Date

- 1-3 Municipal official with authority to submit annual reports to MaineHousing on the status of the district:

James A. Bennett

City Manager

Printed name

Title

PO Box 586, Biddeford, ME 04005

Mailing address

207-284-9313

james.bennett@biddefordmaine.org

Phone number

E-mail address

SECTION 2 – NOTICE AND HEARING

Before designating a district or adopting a development program, the municipal legislative body must

- (a) hold at least one public hearing,
- (b) publish notice of the hearing at least 10 days before the date of the hearing in a newspaper of general circulation in the municipality,
- (c) at the hearing, consider
 - (i) whether the district and development program will contribute to the expansion of affordable housing or the betterment of the health, welfare or safety of the residents,
 - (ii) any claim by a party that the district or development program will be detrimental to that party's property interests for which substantial evidence is produced, and whether any adverse economic effect is outweighed by the availability of affordable housing or the betterment of resident health, welfare or safety.

- 2-1 Date of public notice: _____

Attachment 1 – Newspaper Notice

Include as Attachment 1 a copy of the newspaper page showing the public notice and the newspaper name and date.

- 2-2 Date of public hearing: July 16, 2024

Attachment 2 – Public Hearing Record

Include as **Attachment 2** the record of the meeting at which the public hearing was held, certified by the municipal clerk.

Attachment 3 – Additional Documents

Include as **Attachment 3** all documentation submitted to, or prepared by, the municipality relating to items (c)(i) and (c)(ii) above.

SECTION 3 – MUNICIPAL APPROVAL

Conditions of municipal approval of district and development program

The TIF Statute sets out conditions for the designation of a district and adoption of a development program by a city or town. A municipality must designate a district and adopt a development program meeting these conditions.

To assist municipalities in ensuring that districts and development programs comply with the conditions of the TIF Statute, we have set out below a **Checklist in Appendix A** that can be used in designating a district and adopting a development program. The Checklist covers the conditions in the TIF Statute that need to be met in approving the district and development program. While MaineHousing does not require municipalities to fill in or follow the format of the Checklist, in reviewing a district and development program approved by a municipality, we will look for specific information in the Application materials (including the Attachments) the city or town submits to us showing compliance with all the conditions of the TIF Statute.

IMPORTANT NOTE: Because the TIF Statute defines a district as "a specified area within the corporate limits of a municipality that has been designated . . . to be developed" under a development program, a development program must, at a minimum, include new construction of affordable housing or rehabilitation of existing housing inside the district, or both. A municipality may not create a district for the sole purpose of capturing tax increment revenues that would result only from inflationary adjustments to property values with no development of new housing or rehabilitation of existing housing in the district.

Attachment 4 – Municipal Approval

Include as **Attachment 4** a copy of the order or resolution and vote of the municipal legislative body approving the district and development program, certified by the municipal clerk.

Attachment 5 – District Maps

Include as **Attachment 5** a municipal map and tax map showing the district boundaries.

Attachment 6 – Certification of Original Assessed Value of District

Include as **Attachment 6** a dated certification signed by the municipal assessor showing the original assessed value of the district. "Original assessed value" means the taxable assessed value of the district as of the March 31st before municipal approval of the district.

Attachment 7 – Development Program

Include as **Attachment 7** a copy of the development program approved by the municipality's legislative body.

Attachment 8 – Credit Enhancement or Other Agreement

Include as **Attachment 8** a copy of the credit enhancement agreement or other tax increment revenue sharing agreement, whether or not executed.

**See Appendix A below for
Checklist for Approval of District and Development Program**

DRAFT

Appendix A

Checklist for Approval of District and Development Program

The TIF Statute sets out conditions for the designation of a district and adoption of a development program by a city or town. A municipality must designate a district and adopt a development program meeting these conditions.

To assist municipalities in ensuring that districts and development programs comply with the conditions of the TIF Statute, we have set out below a **Checklist** that can be used in designating a district and adopting a development program. The Checklist covers the conditions in the TIF Statute that need to be met in approving the district and development program. While MaineHousing does not require municipalities to fill in or follow the format of the Checklist, in reviewing a district and development program approved by a municipality, we will look for specific information in the Application materials (including the Attachments) the city or town submits to us showing compliance with all the conditions of the TIF Statute.

- ☐ District description
 - _____ Physical description of district
 - _____ Municipal map showing district boundaries
 - _____ Tax map showing district boundaries

- ☐ At least 25% of district acreage is suitable for residential use, blighted, or in need of rehabilitation/redevelopment
 - _____ % acreage suitable for residential use
 - _____ % blighted
 - _____ % in need of rehabilitation/redevelopment
 - _____ Physical description of district to support above
 - _____ Zoning designation where district is located
 - _____ Allowed uses in that zone

- ☐ District acreage divided by total municipal acreage is not more than 2%
 - _____ Total district acreage
 - _____ Total municipal acreage
 - _____ District acreage as a percent of total acreage

- ☐ Total acreage of all existing and proposed development districts (affordable housing and DECD districts) in municipality divided by total municipal acreage is not more than 5%

_____ Total acreage of all development districts

_____ Total municipal acreage

_____ Total development district acreage as a percent of total acreage

- ☐ Original assessed value (OAV)* of district

_____ Dated certification signed by municipal assessor showing OAV amount and date

* OAV means the taxable assessed value of the district as of the March 31st before municipal approval of the district.

- ☐ OAV of all existing and proposed affordable housing development districts in the municipality divided by aggregate taxable property value as of the April 1st before MaineHousing approval is not more than 5%

_____ Aggregate OAV of existing and proposed districts

_____ Aggregate taxable property value as of the April 1st before MaineHousing approval

_____ Aggregate OAV as a percent of total taxable value

- ☐ Development program start and end dates

_____ First tax year (i.e., April 1 – March 31) of development program *

* May be any tax year specified in municipal approval. If none is specified, the development program will start during the tax year of approval.

_____ Last tax year of development program **

** Not more than 30 years after tax year of MaineHousing approval.

_____ Municipal fiscal year ***

*** Example: July 1 – June 30

- ☐ The development program meets an identified housing need in municipality

_____ Description of need

_____ Description of how development program meets need

_____ Number of new rental units to be constructed

- _____ Number of existing rental units to be rehabilitated
- _____ Number of new single-family homes, including condominiums, to be constructed
- _____ Number of existing single-family homes, including condominiums, to be rehabilitated

☐ District must be a primarily residential * development

- _____ Description of residential and non-residential uses in district and acreage of each
- _____ Description of accessory uses relating to residential use

* A district is primarily residential if the overall character of the uses in the district is residential. Residential uses include both housing and uses related to residential uses, such as recreational facilities and child care facilities available to the residents of the district and small-scale nonresidential uses that are intended to provide services primarily to the residents of the district.

☐ At least 33% of the housing units in the district must be affordable housing *

- _____ Number of affordable single-family owner-occupied homes, including condominiums, in district
- _____ Number of affordable rental units in district
- _____ Total number of housing units in district
- _____ Affordable housing units as a percent of total units

* Affordable housing is an owner-occupied single-family home or condominium or a rental unit for a household earning no more than 120% of area median income (AMI). The housing must be decent, safe and sanitary. Affordable housing does not include facilities such as emergency shelters, nursing homes, convalescent homes, hospitals, residential treatment facilities, correctional facilities, or student dormitories, regardless of income level. No purchase price limits on homes or rent restrictions on rental units are required to establish that a unit is affordable.

HUD updates AMI annually. The AMI for counties and other designated areas in Maine can be found at <https://www.huduser.gov/portal/datasets/il.html>. Select the tab for the most current Year for which data is available. Click the link under Individual Income Limits Areas ("FY ____ IL Documentation"). Scroll and select the State of Maine. Scroll and select the appropriate municipality. Click "View County Calculations". Use the Median Family Income figure in the first column. Multiply that MFI figure by 120% to determine the maximum income level.

- ☐ Mechanism to ensure ongoing affordability of 33% of the housing units in district for required time

_____ Length of affordability period for owner-occupied single-family homes and condominiums *

* The minimum affordability period for single-family owner-occupied homes and condominiums is 10 years.

_____ Description of affordability mechanism for single-family owner-occupied homes and condominiums

_____ Length of affordability period for rental units **

** The minimum affordability period for rental units is 30 years.

_____ Description of affordability mechanism for rental units

A district may contain only homeownership units or only rental units or a combination of both, but a minimum of 33% of the total number of housing units in the district must be affordable for the required time, i.e., 10 or 30 years, depending on the housing type.

The affordable units can be fixed (particular units are subject to the affordability requirements and never change, i.e., those specific units must remain affordable during the applicable affordability period and other units cannot be substituted for them) or they can float (units initially designated as affordable may change over time and other affordable units can be substituted in their place) provided that at least 33% of the total number of housing units in the district are affordable housing at any given point in time.

Whether the units are rental or homeownership units, the affordability period begins to run when the units have been constructed or rehabilitated into decent, safe and sanitary housing and (i) are available for occupancy if the development is subject to a declaration of covenants and restrictions that requires the units to be affordable (i.e., restricted to households with income not exceeding 120% of AMI), or (ii) when the units are occupied by a household with income not exceeding 120% of AMI if the development is not subject to a declaration. The development program needs to include timing information on the development and availability for occupancy of the affordable units in the district. To comply with the TIF Statute's requirement that at least 33% of the housing units in the district be affordable housing, in a mixed-income development, the development program must provide for the construction/rehabilitation of the affordable units within a reasonable timeframe during the construction phase of the project and not leave them to the end of the project if the units will be made available for occupancy or sale as they are constructed or rehabilitated.

- ☐ Operation of housing and facilities in district

- _____ Description of how housing and facilities in the district will be operated after completion
- _____ Entity responsible for operation
- _____ Source of operating funds

☐ Specific planned uses of tax increment revenues from the district *

* See §5249 of the TIF Statute for eligible uses of tax increment revenues from the district.

IMPORTANT NOTE: Municipalities are cautioned that a broad recitation in a development program of all or substantially all the authorized project costs listed in the TIF Statute will not be accepted by MaineHousing.

A non-residential use included in a development program may be funded with tax increment revenues from the district, provided that the non-residential use contributes to a specific, identified improvement of the health, welfare or safety of the residents of the municipality, including a specific, identified benefit to the residents of the district, or to the expansion of affordable housing within the municipality. The district and development program must otherwise comply with the requirements of the TIF Statute, including the requirement that the district be a primarily residential development. Tax increment revenues may not be used to construct new "pure" commercial facilities within a district or to rehabilitate those facilities.

- _____ Description of each improvement, facility, program, or other activity included in the development program that may or will be funded in whole or in part with tax increment revenues *

* Include all intended uses and potential alternative uses.

- _____ List which of these improvements, facilities, programs, or other activities are inside the district

- _____ List which of these improvements, facilities, programs, or other activities are outside the district **

** To be funded with tax increment revenues, costs outside the district must be ***directly related to or made necessary*** by the creation or operation of the district. Include any supporting studies, research, estimates, and assumptions.

- _____ Amount of tax increment revenues to be used for each improvement, facility, program or other activity inside and outside the district ***

*** Only the proportion of costs outside the district that are ***directly related to or made necessary*** by the creation or operation of the district may be paid with tax increment revenues.

- _____ Amount and source of other funding for the development program
- _____ Timing of each planned improvement, facility, program, or other activity

- ☐ A municipality may use tax increment revenues from a district to establish a permanent housing development revolving loan fund or investment fund. *

- _____ A description of the fund, including type, purpose, operation, and provisions for repayment or return of fund proceeds to the fund
- _____ The timing of the establishment and use of the fund
- _____ The property to be purchased with investment fund proceeds and the housing to be developed with revolving loan fund proceeds and timing
- _____ The location of the property and the housing

* A permanent housing development revolving loan fund or investment fund must be used solely for the development of affordable housing as defined above.

Loans made from a revolving loan fund must be repaid to the municipality, and all loan repayments must be deposited into that loan fund and used for additional loans for the development of affordable housing. Loans may be made from the revolving loan fund for both new construction of affordable housing and the rehabilitation of existing housing.

Funds in an investment fund may be used only for the purchase of property by the municipality for the development of affordable housing by the municipality itself or by a developer to which the municipality sells or leases the property. All sales proceeds or rental revenues must be placed in the investment fund and used for additional purchases of property by the municipality for that purpose.

Creating a district around an existing residential area for the purpose of funding a revolving loan fund or investment fund still requires that there be some development of affordable housing within the district, whether new construction or the rehabilitation of existing housing, or both.

Because revolving loan funds and investment funds are capitalized with tax increment revenues resulting from the development of affordable housing in a district and proceeds disbursed from a loan or investment fund are required to be returned to the fund, it is not necessary for a municipality to make any further showing that costs of establishing a permanent housing development revolving loan fund or investment fund are directly related to or made necessary by the district.

- ☐ A financial plan showing for each year the development program will be in effect

- _____ An estimate of increased assessed value * of the district (including assumptions)

* Increased assessed value is the amount, if any, by which the current assessed value as of the most recent April 1st exceeds OAV.

Amount or percent or method or formula for determining amount or percent of increased assessed value to be retained as captured assessed value ** and applied to pay development program costs and resulting tax increment ***

** Captured assessed value is the portion of increased assessed value that is used from year to year to finance the project costs authorized under the development program.

*** Tax increment means the municipal real estate taxes assessed on the increased assessed value of the property in the district.

Calculation of estimated tax shifts showing the effect on the municipality's state revenue sharing, education subsidies, and county taxes resulting from creation of district and the capture of increased assessed value. ****

**** Use the tax shift formulas in **Appendix B** to this Application to calculate tax shifts.

Allocation of total tax increment revenues from the district

Portion * to be allocated to project owner

Portion * to be allocated to municipality

* May be stated as a percent or amount or by formula.

Copy of credit enhancement or other tax increment revenue sharing agreement (whether or not executed)

☐ Relocation plan for persons temporarily or permanently displaced by development activities

Relocation plan description, or

Statement that no relocation is necessary

☐ Description of environmental controls to be applied

Statement regarding environmental controls, such as permitting and licensing or use of environmental mitigation measures during development and operation of district

☐ Development program consistent with comprehensive planning

Date of comprehensive plan final adoption

Statement of no conflict with comprehensive plan

_____ Statement indicating how development program complies with Maine law limiting growth-related capital investments (see 30-A M.R.S.A. §4349-A)

☐ District not in conflict with municipal charter

_____ Statement of no conflict with municipal charter

☐ **For municipal debt financing only:** Amount of public debt with maximum 30-year maturity to be incurred to finance development program costs

_____ Principal amount, maturity and type of each municipal debt issuance

_____ List of improvements inside the district * to be financed with municipal debt

* Under §5250-D of the TIF Statute, municipal debt may be issued to finance only development program costs <u>inside</u> the district.

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Appendix B

Tax Shift Formulas

To calculate the state education subsidy tax shift: For each fiscal year, the state education subsidy formula is based on the average of the certified state valuations for the three (3) most recent years prior to the most recently certified state valuation. The education tax shift is computed by comparing Maine Department of Education Form ED 279 for the municipality with and without retained captured assessed value. The difference in the actual education subsidy and the adjusted education subsidy represents the projected state education subsidy tax shift for that year.

To calculate the state revenue sharing tax shift: The first step in determining the revenue sharing tax shift is to obtain the total municipal revenue sharing amount from the State Treasurer. The five steps outlined in the following formula are then applied ("CAV" below means projected captured assessed value):

Step 1:
$$\frac{\text{Municipal Population} \times \text{Local Property Tax Levied}}{\text{State Local Valuation}} = \text{Current Factor}$$

Step 2:
$$\frac{\text{Municipal Population} \times \text{Local Property Tax Levied}}{\text{State Local Valuation} + \text{CAV}} = \text{Adjusted Factor}$$

Step 3:
$$\frac{\text{Current Factor} = 1.X}{\text{Adjusted Factor}}$$

Step 4:
$$1.X - 1.0 = .X$$

Step 5:
$$.X (\text{total municipal revenue sharing amount}) = \text{Revenue sharing tax shift}$$

To calculate the county tax shift: The steps in determining the county tax shift are as follows ("CAV" below means projected captured assessed value):

Step 1: Obtain the most recent County State Valuation from Maine Revenue Services.

Step 2: Determine the average CAV for the District over the life of the District.

Step 3: Determine the municipality's current share of the county tax:

$$\frac{\text{Current State municipal valuation}}{\text{Current State county valuation}}$$

Step 4: Determine what the municipality's share of the county tax would be if the new value from the District were added to the municipal valuation without the creation of the District:

$$\frac{\text{Current State municipal valuation} + \text{average new value}}{\text{Current State county valuation} + \text{average new value}} = \% \text{ of county tax shift}$$

- Step 5: Determine the estimated average annual county tax over the life of the District. To arrive at this number, determine the average change in county tax for the last five (5) years and the percentage increase projected to the middle of the District's life.
- Step 6: Multiply the projected tax from Step 5 by the percent of county tax shift from Step 4 to determine the county tax shift.

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Attachment 1

Notice of Public Hearing

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**CITY OF BIDDEFORD MAINE
NOTICE OF PUBLIC HEARINGS**

Regarding

**Affordable Housing Development and Tax Increment Financing Districts
To Be Known As The**

**“Trailside Way Affordable Housing Municipal Development and Tax Increment Financing
District”**

&

**“Thatcher Brook Apartments Affordable Housing Municipal Development and Tax
Increment Financing District”**

Notice is hereby given that the City of Biddeford will hold two public hearings on

**Tuesday, July 16, 2024
at 205 Main Street, Biddeford, ME 04005
at 6:00 p.m.**

The purpose of the public hearings is to receive public comments on the following items pursuant to the provisions of 30-A M.R.S. § 5250-A of the Maine Revised Statutes, as amended:

1. The designation of the Trailside Way Affordable Housing Municipal Development and Tax Increment Financing District (the “Trailside District”). The proposed Trailside District consists of approximately 2.24 acres located off of Barra Road, Tax Map 7 Lot 15-1. This Trailside District authorizes the City Manager to enter into a credit enhancement agreement with the developer, as described in the proposed development program.
2. The designation of the Thatcher Brook Apartments Affordable Housing Municipal Development and Tax Increment Financing District (the “Thatcher Brook District”). The Thatcher Brook District consists of approximately 3.65 acres located at 37 Barra Road, Tax Map 2 Lot 42. The Thatcher Brook District authorizes the City Manager to enter into credit enhancement agreements with the developers, as described in the proposed development program.

Copies of the proposed Development Programs will be on file with the City’s Economic Development Office during normal business hours of 8:00 am – 4:00 pm, they can also be found at [Biddeford, ME | Official Website \(biddefordmaine.org\)](https://www.biddefordmaine.org) or one can call 207-284-9115 during normal business hours to request that a copy be mailed to you. All interested persons are invited to attend the public hearings and will be given an opportunity to be heard at that time.

Public comments will be taken at the hearings and written comments should be submitted to Nan Whitten: nan.whitten@biddefordmaine.org. Written comments will be accepted until 4:00 PM on July 15, 2024.

Attachment 2

Meeting Minutes

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Attachment 3

Additional Documents

Please refer to Attachment 4

DRAFT

Attachment 4

Municipal Approval

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CITY OF BIDDEFORD COUNCIL ORDER
Thatcher Brook Apartments Affordable Housing
Municipal Development and Tax Increment Financing District

WHEREAS, the City of Biddeford (the “City”) is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate the **Thatcher Brook Apartments Affordable Housing Municipal Development and Tax Increment Financing District** (the “District,”) and the Development Program (the “Development Program,”) for the District; and

WHEREAS, there is a need for economic development and affordable housing in the City, in the surrounding region, and in the State of Maine; and

WHEREAS, there is a need to improve and broaden the tax base of the City; and to improve the general economy of the City and the surrounding region, and to provide impetus for affordable housing development within the City; and

WHEREAS, implementation of the Development Program will help to improve and broaden the tax base in the City and improve the economy of the City and the region by attracting business development in the area and creating affordable housing in the District; and

WHEREAS, there is a need to implement continued economic development initiatives in the District through the Development Program in accordance with the provision of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended; and

WHEREAS, it is expected that approval will be obtained from the Maine State Housing Authority (“MaineHousing”), approving the **Thatcher Brook Apartments Affordable Housing Municipal Development and Tax Increment Financing District** and the Development Program related thereto;

ORDERED AS FOLLOWS:

Section 1. The City of Biddeford hereby designates the District and adopts the associated Development Program for the District; such designation and adoption to be pursuant to the following findings, terms, and provisions:

Section 2. The City Council hereby finds and determines that:

- a. At least twenty-five percent (25%), by area, of the real property within the District, as hereinafter designated, is suitable for residential use, blighted area, or is in need of rehabilitation; and
- b. The total area of the District does not exceed two percent (2%) of the total acreage of the City, and the total area of all existing and proposed development districts within the City (including the District) does not exceed five percent (5%) of the total acreage of the City; and

- c. The original assessed value of all existing and proposed affordable housing tax increment financing districts (including the District) does not exceed five percent (5%) of the total value of equalized taxable property within the City as of April 1, 2023; and
- d. The District and pursuit of the Development Program will make a contribution to the expansion of affordable housing opportunities within the municipality, the economic growth and well-being of the City and the surrounding region, and will contribute to the betterment of the health, welfare and safety of the inhabitants of the City, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose. The City has considered all evidence, if any, presented to it with regard to any adverse economic effect on or detriment to any existing business and has found and determined that such adverse economic effect on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the District and Development Program.

Section 3. Pursuant to the provisions of 30-A M.R.S. § 5250-A, the percentage of increased assessed value to be retained as captured assessed value in accordance with the Development Program is hereby established as set forth in the Development Program.

Section 4. The City Manager, or his duly appointed representative, is hereby authorized, empowered and directed to submit the proposed Development Program for the District to MaineHousing for review and approval pursuant to the requirements of 30-A M.R.S. § 5250-A.

Section 5. The foregoing designation of the District and adoption of the Development Program for the District shall automatically become final and shall take full force and effect upon receipt by the City of approval by MaineHousing, without requirement of further action by the City, the City Council, or any other party.

Section 6. The City Manager, or his duly appointed representative, is hereby authorized and empowered, at his discretion, from time to time, to make such revisions to the District and Development Program as the City Manager may deem reasonably necessary or convenient in order to facilitate the process for review and approval of the District by MaineHousing, or for any other reason, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Development Program.

Section 7. The City Manager, or his duly appointed representative, is hereby authorized, delegated and directed to submit any reports to MaineHousing regarding the District and Development Program.

Section 8. The City Manager, or his duly appointed representative, in the name and on behalf of the City, is hereby authorized and directed to enter into credit enhancement agreements between the City and the developers of the projects to be located in the District, in substantially the form as presented to the City Council in conjunction with this Order and on terms as described in the Development Program and any other negotiated agreements between the City and the Developers.

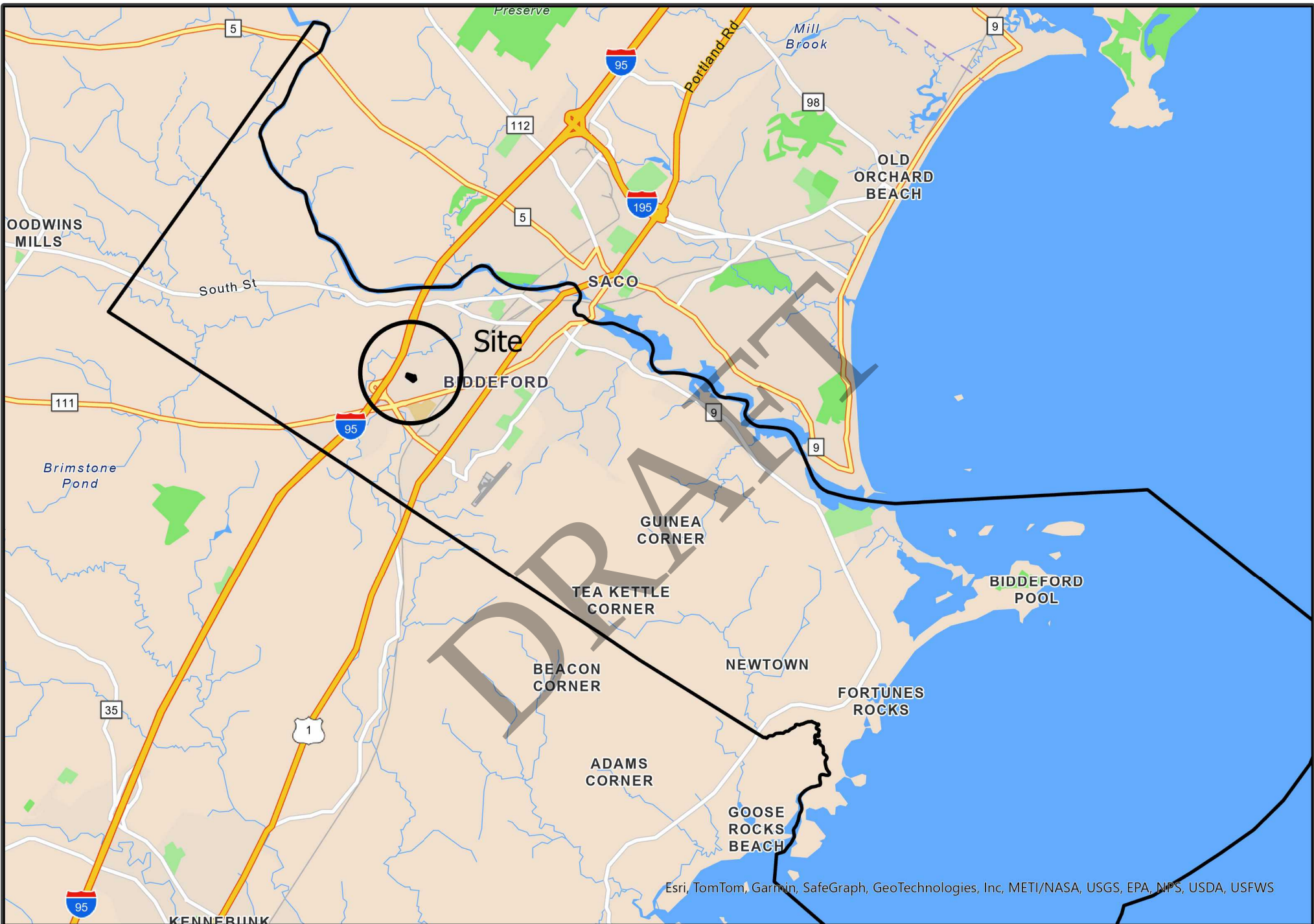
Dated: July 16, 2024

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Attachment 5

District Maps

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Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS



The City of Biddeford, Maine

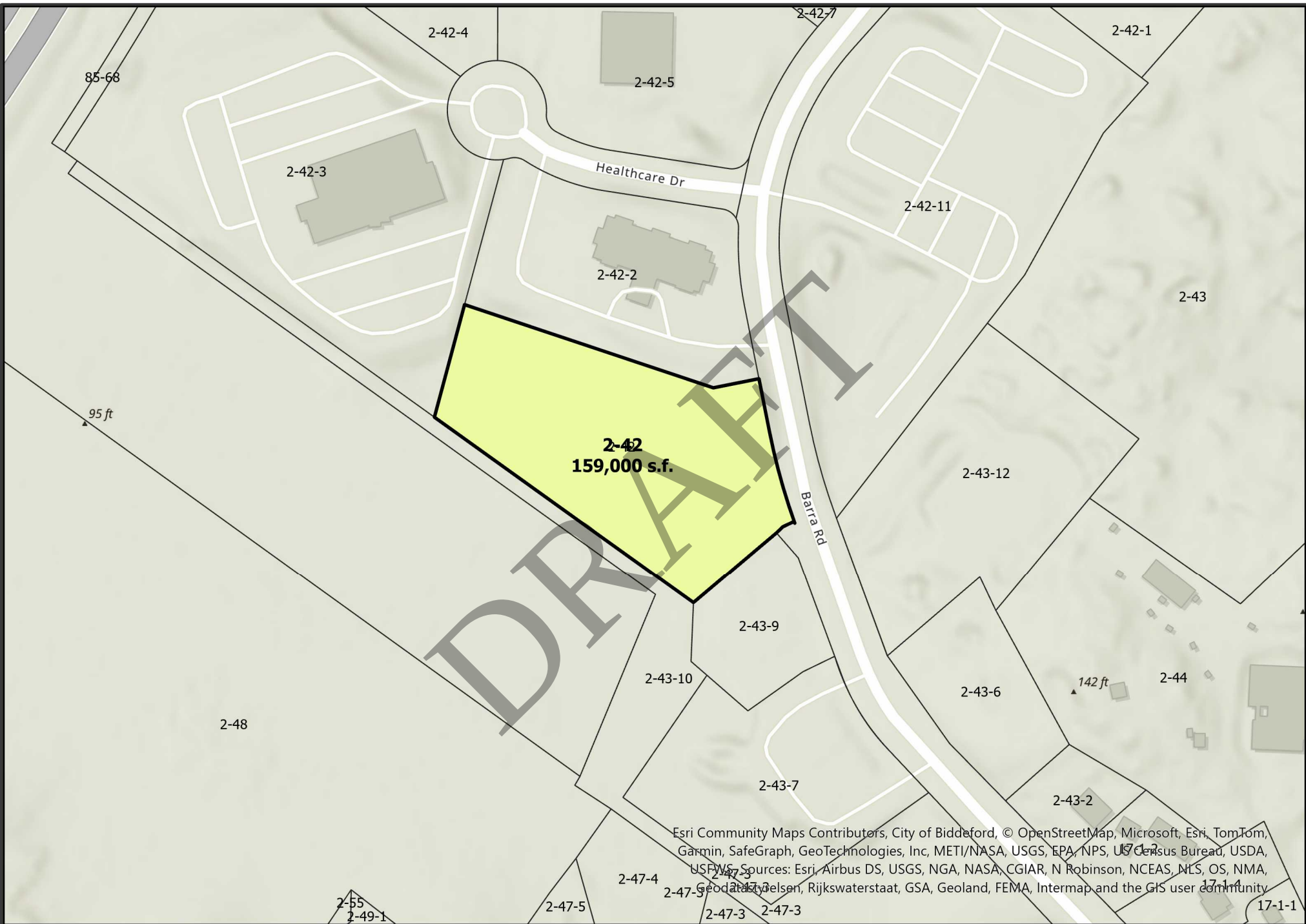
Technologies Department - GIS Mapping

205 Main Street · P.O. Box 586 · Biddeford, Maine 04005-0586
Tel. 207-571-0660 · Email gis@biddefordmaine.org



1 inch equals 8,000 feet
Scale: 1:96,000

Thatcher Brook Apartments Affordable Housing TIF District Location Map
Off of Barra Road, Biddeford, Maine = Tax Map 2 Lot 42
3.64 acres

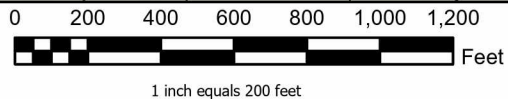


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Esri Community Maps Contributors, City of Biddeford, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodata.nl, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community



The City of Biddeford, Maine
Technologies Department - GIS Mapping
 205 Main Street · P.O. Box 586 · Biddeford, Maine 04005-0586
 Tel. 207-571-0660 · Email gis@biddefordmaine.org



Thatcher Brook Apartments Affordable Housing TIF District
Barra Road, Biddeford, Maine = 3.64 acres

Attachment 6

Assessor's Certificate

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**ASSESSORS' CERTIFICATE OF ORIGINAL ASSESSED VALUE
CITY OF BIDDEFORD
THATCHER BROOK APARTMENTS AFFORDABLE HOUSING MUNICIPAL
DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT**

The undersigned Assessor for the City of Biddeford, Maine, does hereby certify pursuant to the provisions of 30-A M.R.S. §5250-A that the assessed value for taxable real property within the Thatcher Brook Affordable Housing Municipal Development and Tax Increment Financing District, as delineated on a map included in the Development Program to which this Certificate is included as Tax Map 2 Lot 42 and consisting of 3.65 acres, was \$0.00 of March 31, 2024 (April 1, 2023).

IN WITNESS WHEREOF, This Certificate has been executed as of this ____ day of _____, 2024.

By: _____

Printed name: Nicholas Desjardins

Attachment 7

Development Program

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**THATCHER BROOK APARTMENTS AFFORDABLE HOUSING MUNICIPAL
DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT
DEVELOPMENT PROGRAM**

Summary:

Westbrook Development Corporation, together with its wholly owned subsidiaries, Thatcher Brook Apartments I, LP and Thatcher Brook Apartments II, LP (the “Partnerships”), are proposing to acquire a portion of City owned land located at 37 Barra Road, more specifically described as Tax Map 2 Lot 42, to develop in phases two buildings of low-income family and senior housing to be known as the Thatcher Brook Apartments (the “Project”).

The parcel for the Project is located within close proximity to bus lines, outdoor recreation, and a number of amenities important to daily living. The 3.64 acre land is largely vacant aside from a small pump house shed on an easement owned by the Maine Water company. Other easements exist on site for utility access, sewer, and a stormwater detention pond.

In Phase 1, Thatcher Brook Apartments I, LP proposes to develop and own 40 units of affordable non-age restricted housing in a single new four-story building. Of these units, 50% will be one-bedroom, 30% two-bedroom, and the remaining 20% will be three-bedroom units. All of the apartments will be made available to households earning at or below 60% of the area median income (AMI).

In Phase 2, Thatcher Brook Apartments II, LP proposes to develop and own 36 units of affordable housing for older adults aged 55+. The senior units will be housed in a single new three-story building. All senior apartments will be one-bedroom units and will be reserved for households earning at or below 60% of AMI.

Phase 1 and Phase 2 may proceed upon differing development timelines depending on, inter alia, the availability of funding for each separate development, which would trigger different start dates for the respective credit enhancement agreements described below.

Future residents of both buildings will further benefit from the efficiency and predictability of having heat, hot water, and electricity included in their monthly rents. The property will include on-site laundry, private trash removal, a community space, on-site property management office, and outdoor seating options.

In order to provide, preserve, and enhance much needed affordable housing in the City of Biddeford, the Partnerships are requesting Tax Increment Financing to provide operating subsidies needed to support the ongoing affordability of the Project. The Partnerships are requesting individual credit enhancement agreements (the “CEA’s”) for each Partnership, pursuant to which 75% of the “tax increment revenues” as defined in the legislation creating the Affordable Housing Tax Increment Financing Program would be returned to each Partnership each year for a 30-year period following the completion of the proposed construction. The obligation to pay such tax increment revenues to the Partnerships would be set forth in two (2) CEA’s, each between the City

and the one of the two Partnerships, on usual and customary terms. A copy of the proposed CEAs are included as Attachment 8 to this application.

The following questions are responsive to the checklist for Approval of District and Development Program set forth in Appendix A to the Maine State Housing Authority Affordable Housing Tax Increment Financing Application.

1. Description of the Thatcher Brook Apartments Affordable Housing Municipal Development and Tax Increment Financing District.

The Thatcher Brook Apartments Affordable Housing Municipal Development and Tax Increment Financing District (the “District”) consists of one parcel of approximately 3.64 acres located at 37 Barra Road, Biddeford, Maine, all as shown on Attachment 5 hereto. The acreage within the District is zoned as I3 – Industrial 3 which indicates “...a gateway zone for major entrance to the City, as such, appearance of structures and properties is a major consideration in the Planning Board’s review process. Land use proposals in this area must meet more stringent design and landscaping standards; facades of new or rehabilitated structures shall be of brick or stone, other materials may be considered on a case-by-case basis; residential structures may also be allowed on a case-by-case basis.” The Partnerships intend to utilize a condominium structure within the District. A condominium will be declared with respect to the land in the District, with each of the two Partnerships each owning one condominium unit and with common elements shared between them. The precise parameters of the condominium structure have yet to be determined at the time of this application submission. Each Partnership will enter into a separate CEA with the City, with respect to the land and improvements within each Partnership’s respective condominium unit.

2. Is at least 25% of district acreage suitable for residential use, blighted, or in need of rehabilitation/redevelopment?

Significantly more than 25% of the acreage in the District is suitable, and will be used for, residential purposes.

3. Does the District acreage divided by total municipal acreage exceed 2%?

No. The acreage in the District is 3.64 acres and the total municipal acreage is 14,838 acres, yielding a District of 0.025% of the total municipal acreage.

4. Does the total acreage of all existing and proposed development districts (affordable housing and DECD districts) in municipality divided by total municipal acreage exceed 5%?

The total acreage of all existing and pending development districts in Biddeford is 223.25 acres, and the total municipal acreage is 14,838 acres. The existing and pending development districts and the acreage of each are listed below:

<u>Existing Districts</u>	<u>Acreage</u>
Rte 111 – Mill TIF	199.88 (DECD)
The Lofts at Saco Falls	0.83 (affordable housing)
Mission Hill AHTIF	2.3 (affordable housing)
Riverdam TIF	1.13 (DECD)
Adams Point	1.54 (DECD)
Laconia House AHTIF	0.39 (affordable housing)
Emery School AHTIF	1.0 (affordable housing)
Saco-Lowell TIF	3.54 (DECD)
Saxon Partners	10.14 (DECD)
Marble Block	2.5 (DECD)
TOTAL	223.25 acres
<u>Proposed Districts</u>	<u>Acreage</u>
Thatcher Brook Apartments AHTIF	3.64
Trailside Way AHTIF	2.24
TOTAL	5.88 acres

The total acreage of all existing, pending and proposed development districts (affordable housing and DECD districts) in the City is 229.13 and divided by the total municipal acreage of the City (14,838) is 1.54%.

5. Original assessed value of district

The original assessed value (“OAV”) of the district is \$0, because the parcel is currently owned by the City. Attached hereto as **Attachment 6** is a certification of such OAV signed by the City of Biddeford Assessor.

6. Does the OAV of all existing and proposed affordable housing development districts in Biddeford divided by aggregate taxable property value as of April 1, 2024 exceed 5%

No. The OAV of all existing and pending affordable housing development are listed below:

<u>Existing AHTIF Districts</u>	<u>Existing OAV</u>
The Lofts at Saco Falls AHTIF	\$560,184
Mission Hill AHTIF	\$0.00

Laconia House AHTIF	\$295,724
Emery School AHTIF	\$0.00

EXISTING TOTAL	\$855,908
----------------	-----------

<u>PROPOSED AHTIF DISTRICTS</u>	<u>OAV</u>
Thatcher Brook Apartments AHTIF	\$0
Trailside Way AHTIF	\$5,600
 PROPOSED TOTAL	 \$5,600

The total amount of taxable property in the City as of the most recent municipal valuation return is \$3,110,116,745. The total original assessed value of the existing, pending and proposed districts within the City is \$ 861,508, which as a percentage of the City's total taxable value is .028%.

7. Development program start and end dates

The Development Program shall begin upon the approval by the Director of MaineHousing of the City's application for Tax Increment Financing in tax year 2025-26 (i.e., the period from April 1, 2025 through March 31, 2026), and continue until March 31, 2055 (the end date of the tax year beginning on April 1, 2054). The City's fiscal year runs from July 1 – June 30.

8. What housing needs in Biddeford does the Development Program meet?

According to Biddeford's 2023 Comprehensive Plan, housing affordability in the city remains a significant problem. In recent years, housing costs have risen faster than household incomes. Higher land prices, excessive lot size requirements, low-density zoning, stringent infrastructure requirements, and increasing housing market values in neighboring areas to the north and south of Biddeford have driven up housing costs for local residents, excluding many households with limited means.

Biddeford's existing housing stock is older and largely in disrepair. Between 2010 and 2020, the city's population increased by 5.9% while the creation of new housing grew by only 5%. During the same period, the number of households increased by 9.5%, leading to severe competition for available units.

A recent MaineHousing study found that Maine needs an additional 25,000 units of affordable housing, with the greatest demand in coastal southern Maine communities close to jobs. A 2024 market study revealed that average rents in Biddeford are \$1,450 for a one-bedroom unit and range between \$1,800 and \$2,830 for two- to four-bedroom units. According to the census, the median household income in Biddeford is \$63,261, which

would allow a median household first-time homebuyer with a 5% down payment to afford a house in the low \$200,000 range. Unfortunately, according to Realtor.com, the median sale price in Biddeford is \$519,000, up 18.2% from last year. This severe disconnect in the homeownership market is keeping potential first-time homebuyers stuck in the rental market, putting additional pressure on those in lower income brackets who compete for rental apartments.

Furthermore, a recent national study found that almost half of U.S. citizens aged 55 and older have almost no money saved for retirement. Maine's average retirement savings is approximately \$403,000, and the average U.S. Social Security benefit is \$20,210 per year. Assuming a recommended retirement safe withdrawal rate of 4%, combined with the average national Social Security benefit, we can expect the typical senior household in Maine to earn close to \$37,320 per year. This target population will qualify for much of the housing proposed for this district. As this population ages, it will be critical to provide stable senior housing options so they can age gracefully as their earning ability declines.

Finally, according to the most recent census data from 2022, approximately 60% of existing Biddeford households (5,755 households) qualify for housing reserved for incomes at or below 60% of the Area Median Income (AMI) in York County. With anticipated population growth and increasing market pressures, it is vital to create additional housing at income levels like those at the Thatcher Brook Apartments to allow existing residents of Biddeford to stay in their communities.

9. Is the District a primarily residential development?

The District will be used for exclusively residential purposes.

10. Are at least 33% of the housing units in the district affordable housing?

The Partnerships will create a total of 76 income restricted apartments in the District, which constitutes 100% of the total housing units in the District, all of which will be affordable and will be restricted to occupancy by households with income not exceeding 60% of area median income.

11. What is the mechanism to ensure ongoing affordability of 33% of the housing units in District?

The property contained within District will be subject to a long-term restrictive covenant required by MaineHousing as a condition of receiving low-income housing tax credits. The restrictive covenant will require that the affordable units in the project be restricted to households with low incomes (based on a percentage of area median income) and that the rent levels that can be charged will be limited as provided by MaineHousing and the U.S. Department of Housing and Urban development and the low-income housing tax credit program. The restrictive covenant will be the senior encumbrance on the property and will run for a forty five (45) year period after the completion of the project.

12. How will the housing in the District be operated?

The Project will be owned by the Partnerships. The Partnerships will enter into property management contracts with the Housing Authority of the City of Westbrook, which manages a variety of affordable housing projects in central and southern Maine and is experienced and qualified to manage the project. Funding during operations will come from revenue generated by rental of the units in the Project.

13. What are the specific planned uses of tax increment revenues from the District?

The City intends to capture 100% of the tax revenue on the increased assessed value in the District each tax year. The captured revenue will be split between the City and the Partnerships pursuant to the terms of the Credit Enhancement Agreements, which provide for up to 75 % of the captured revenue associated with each building/phase to be reimbursed to each respective Partnership.

All of the tax increment revenues being returned to the Partnerships shall be utilized by the Partnerships as an operating subsidy to fund operating costs, including without limitation property management and administration, utilities, routine repairs and maintenance, insurance, real estate taxes, and the Project's replacement reserve account.

The operating subsidy provided enables the Partnerships to sustain the Property at restricted rent level while also freeing net operating funds to support payable debt.

The City will use its share of the Retained Tax Increment Revenues to pay the following costs:

Project	Statutory Citation	Estimated Cost	Anticipated amount to be funded with Tax Increment
Sewer Capacity Upgrades: a. Main Street Pump Station (MSPS) i. New pumps, new 8" suction line, and new 8" force main ii. The existing undersized wetwell also merits replacement	30-A M.R.S. §5249 (1)(B)(1)	\$1,250,000	\$183,945
Biddeford Affordable Housing Trust Fund	30-A M.R.S. §5249 (1)(B)(4)	\$700,000	\$500,000
TOTAL		\$1,950,000	\$683,945

For the past several years, Biddeford's Public Works Department has been working closely with Wright-Pierce (WP), a private engineering consultant, to assess the City's existing sewer infrastructure and potential capacity impacts from incoming development. Through Wright-Pierce's analysis and sewer model, there are a handful of existing chokepoints within the City's old sewer infrastructure that cannot handle today's growing development market. This development project is one that contributes to the excess demand – specifically at the Main Street Pump Station. The City anticipates the use of existing funds designated for sewer projects to complete the projects in a timely manner in line with the construction schedule for the affordable housing development project and expect sewer capacity upgrades to be complete prior to the developer's request for occupancy. The City portion of Tax Increment Revenues will contribute to replenishment of these funds in an amount reasonably related to the Project .

The Biddeford Housing Trust Fund was established by the City for the promotion, retention and creation of an adequate supply of housing, particularly affordable housing, for all economic groups and to limit the net loss of housing units in the City. Each year the City Council will adopt a Housing Trust Fund Annual Plan, which will include how funds will be distributed. Priority will be given to the creation of new housing through either new construction or conversion of nonresidential buildings to residential use. See Part II Chapter 38 in the Biddeford Code of Ordinances.

14. Is Biddeford intending to use tax increment revenues from the District to establish a permanent housing development revolving loan fund or investment fund?

Upon approval, the City of Biddeford will establish a sub-account within their already existing Affordable Housing Trust Fund with its portion of the TIF revenues. The City will utilize such funds for the development of affordable permanent rental and homeownership housing throughout the City. In the establishment of such funds, the City will ensure continued compliance with the Affordable Housing TIF Program.

REVOLVING LOANS: Loans may be provided to developers interested in creating affordable permanent housing in the City. Loans will be made for both new construction of affordable permanent housing and the rehabilitation of existing housing as long as the rehabilitation results in the creation of affordable permanent housing. All loans made from this fund will be repaid to the City and all loan repayments will be deposited into the fund and used for additional loans for the development of affordable permanent housing.

INVESTMENT/REAL ESTATE ACQUISITION: Loans/funds may be used for the purchase of property in the City. Property will be purchased by the City for the development of affordable permanent housing by the City or by a developer to which the City sells or leases the property. All proceeds of sales of any property purchased or rental revenues from leases into which the City enters will be placed in the fund and used for

additional purchases of property for the development of affordable permanent housing. The City expects to establish the fund within six (6) months of District approval by MaineHousing.

The fund will be used solely for the development of affordable permanent housing as defined in Title 30-A M.R.S.A. § 5246(1). Types of permanent housing to be developed will be single family homes, condominiums, and apartments or other rental housing units intended to be occupied by a household on a continuing basis. Shelters, nursing homes, convalescent homes, hospitals, residential treatment facilities, correctional facilities, or student dormitories will not be eligible to receive these funds.

15. A financial plan showing for each year the development program will be in effect.

Please see attached tables showing projections of tax increment revenues and tax shift benefits.

16. What are the relocation plans for persons temporarily or permanently displaced by development activities?

The Project will be new construction occurring on a vacant site. No persons will be displaced by the development activities.

17. Describe the environmental controls to be applied to the Project

The Partnerships will comply with all applicable local, state, and federal laws regarding environmental compliance.

18. Is the development program consistent with Biddeford's comprehensive planning?

Biddeford's comprehensive plan was adopted on June 6, 2023. The Development Program does not conflict with the Biddeford Comprehensive Plan. The City Planner further confirms that this project and development program complies with Maine law regarding limited growth-related capital investments.

19. Is the District in conflict with Biddeford's municipal charter

No. Neither the District nor the Development Program are in conflict with Biddeford's municipal charter.

20. For municipal debt financing only: Amount of public debt with maximum 30-year maturity to be incurred to finance development program costs

Not applicable.

Captured Assessed Value & TIF Revenue Projections
Thatcher Brook Apartments Affordable Housing TIF District

Fiscal Year	TIF Year	Original Assessed Value	Increased Assessed Value	Estimated Assessment Ratio	Percent Captured	Projected Captured Assessed Value	Projected Revaluation Mill Rate 13.12	Total Projected TIF Revenue	TIF Revenue to Developer 75%	TIF Revenue to City 25%
2025-2026	1	\$0	\$0	100%	100%	\$0	13.12	\$0	\$0	\$0
2026-2027	2	\$0	\$5,375,300	100%	100%	\$5,375,300	13.12	\$70,524	\$52,893	\$17,631
2027-2028	3	\$0	\$5,482,806	100%	100%	\$5,482,806	13.12	\$71,934	\$53,951	\$17,984
2028-2029	4	\$0	\$5,592,462	100%	100%	\$5,592,462	13.12	\$73,373	\$55,030	\$18,343
2029-2030	5	\$0	\$5,704,311	100%	100%	\$5,704,311	13.12	\$74,841	\$56,130	\$18,710
2030-2031	6	\$0	\$5,818,398	100%	100%	\$5,818,398	13.12	\$76,337	\$57,253	\$19,084
2031-2032	7	\$0	\$5,934,766	100%	100%	\$5,934,766	13.12	\$77,864	\$58,398	\$19,466
2032-2033	8	\$0	\$6,053,461	100%	100%	\$6,053,461	13.12	\$79,421	\$59,566	\$19,855
2033-2034	9	\$0	\$6,174,530	100%	100%	\$6,174,530	13.12	\$81,010	\$60,757	\$20,252
2034-2035	10	\$0	\$6,298,021	100%	100%	\$6,298,021	13.12	\$82,630	\$61,973	\$20,658
2035-2036	11	\$0	\$6,423,981	100%	100%	\$6,423,981	13.12	\$84,283	\$63,212	\$21,071
2036-2037	12	\$0	\$6,552,461	100%	100%	\$6,552,461	13.12	\$85,968	\$64,476	\$21,492
2037-2038	13	\$0	\$6,683,510	100%	100%	\$6,683,510	13.12	\$87,688	\$65,766	\$21,922
2038-2039	14	\$0	\$6,817,180	100%	100%	\$6,817,180	13.12	\$89,441	\$67,081	\$22,360
2039-2040	15	\$0	\$6,953,524	100%	100%	\$6,953,524	13.12	\$91,230	\$68,423	\$22,808
2040-2041	16	\$0	\$7,092,594	100%	100%	\$7,092,594	13.12	\$93,055	\$69,791	\$23,264
2041-2042	17	\$0	\$7,234,446	100%	100%	\$7,234,446	13.12	\$94,916	\$71,187	\$23,729
2042-2043	18	\$0	\$7,379,135	100%	100%	\$7,379,135	13.12	\$96,814	\$72,611	\$24,204
2043-2044	19	\$0	\$7,526,718	100%	100%	\$7,526,718	13.12	\$98,751	\$74,063	\$24,688
2044-2045	20	\$0	\$7,677,252	100%	100%	\$7,677,252	13.12	\$100,726	\$75,544	\$25,181
2045-2046	21	\$0	\$7,830,797	100%	100%	\$7,830,797	13.12	\$102,740	\$77,055	\$25,685
2046-2047	22	\$0	\$7,987,413	100%	100%	\$7,987,413	13.12	\$104,795	\$78,596	\$26,199
2047-2048	23	\$0	\$8,147,161	100%	100%	\$8,147,161	13.12	\$106,891	\$80,168	\$26,723
2048-2049	24	\$0	\$8,310,105	100%	100%	\$8,310,105	13.12	\$109,029	\$81,771	\$27,257
2049-2050	25	\$0	\$8,476,307	100%	100%	\$8,476,307	13.12	\$111,209	\$83,407	\$27,802
2050-2051	26	\$0	\$8,645,833	100%	100%	\$8,645,833	13.12	\$113,433	\$85,075	\$28,358
2051-2052	27	\$0	\$8,818,749	100%	100%	\$8,818,749	13.12	\$115,702	\$86,776	\$28,925
2052-2053	28	\$0	\$8,995,124	100%	100%	\$8,995,124	13.12	\$118,016	\$88,512	\$29,504
2053-2054	29	\$0	\$9,175,027	100%	100%	\$9,175,027	13.12	\$120,376	\$90,282	\$30,094
2054-2055	30	\$0	\$9,358,527	100%	100%	\$9,358,527	13.12	\$122,784	\$92,088	\$30,696
30-year total:								\$2,735,781	\$2,051,836	\$683,945
30-year average:								\$91,193	\$68,395	\$22,798

Assumptions:

1. The above projections show the anticipated increased assessed values, captured assessed values, and TIF revenues throughout the term of the District. The Assessor has estimated the projected increased assessed value based on available project plans and currently available information. The final assessed value will be determined based on the actual land and improvement values after construction of phase one and phase two on the applicable April 1st. The Original Assessed Value for the relevant parcels is zero as they are currently exempt as City-owned property.
2. Projections assume a 30-year district term.
3. The City Assessor reports the City is completing a community revaluation and the new city mill rate is estimated to be 13.12.
4. Projections assume 100% of the increased assessed value is captured in the District and that TIF revenue is available for municipal project costs.
5. The preceding financial information contains projections and forward-looking statements that are subject to a number of risks and uncertainties that could cause the actual results, performance, or achievements to differ materially from any future results, performances, or achievements expressed or implied by the financial information reported in this projection. The model is not, nor is it intended to be, an appraisal or guarantee of an assessed value, and there may be positive or negative variations in the actual assessment of the project due to variety of factors, including without limitation, the employment of alternative methods of valuation and then-current market conditions.

Tax Shift Benefits at 100% Capture
Thatcher Brook Apartments Affordable Housing TIF District

Fiscal Year	TIF Year	State Aid to Education Benefit	County Tax Benefit	State Revenue Sharing Benefit	Total Tax Shift Benefits
2025-2026	1	-	-	-	\$0
2026-2027	2	-	-	-	\$0
2027-2028	3	-	\$0	\$0	\$0
2028-2029	4	\$0	\$2,088	\$3,974	\$6,062
2029-2030	5	\$35,584	\$2,130	\$4,053	\$41,768
2030-2031	6	\$36,296	\$2,173	\$4,134	\$42,603
2031-2032	7	\$37,022	\$2,216	\$4,217	\$43,455
2032-2033	8	\$37,763	\$2,260	\$4,301	\$44,324
2033-2034	9	\$38,518	\$2,306	\$4,387	\$45,210
2034-2035	10	\$39,288	\$2,352	\$4,474	\$46,114
2035-2036	11	\$40,074	\$2,399	\$4,564	\$47,036
2036-2037	12	\$40,875	\$2,447	\$4,655	\$47,977
2037-2038	13	\$41,693	\$2,496	\$4,748	\$48,936
2038-2039	14	\$42,527	\$2,545	\$4,843	\$49,915
2039-2040	15	\$43,377	\$2,596	\$4,939	\$50,913
2040-2041	16	\$44,245	\$2,648	\$5,038	\$51,931
2041-2042	17	\$45,130	\$2,701	\$5,139	\$52,970
2042-2043	18	\$46,032	\$2,755	\$5,241	\$54,029
2043-2044	19	\$46,953	\$2,810	\$5,346	\$55,109
2044-2045	20	\$47,892	\$2,867	\$5,453	\$56,211
2045-2046	21	\$48,850	\$2,924	\$5,561	\$57,335
2046-2047	22	\$49,827	\$2,982	\$5,673	\$58,482
2047-2048	23	\$50,823	\$3,042	\$5,786	\$59,651
2048-2049	24	\$51,840	\$3,103	\$5,901	\$60,844
2049-2050	25	\$52,877	\$3,165	\$6,019	\$62,061
2050-2051	26	\$53,934	\$3,228	\$6,139	\$63,302
2051-2052	27	\$55,013	\$3,293	\$6,262	\$64,567
2052-2053	28	\$56,113	\$3,359	\$6,387	\$65,858
2053-2054	29	\$57,235	\$3,426	\$6,514	\$67,175
2054-2055	30	\$58,380	\$3,494	\$6,644	\$68,519
2054-2055		\$59,548	\$3,564	\$6,777	\$69,889
2055-2056		\$60,739	\$3,635	\$6,777	\$71,151
2056-2057		\$61,953	-	-	\$61,953
Totals:		\$1,380,402	\$81,003	\$153,944	\$1,615,349
Averages:		\$46,013	\$2,700	\$5,131	\$52,108

Assumptions:

1. Data sources include the projected mill rate reported by the City of Biddeford, York County's FY2024 Tax Commitment, the State Treasurer's Office Municipal Revenue Sharing projections for 07/01/2024 - 06/30/2025 Published 05/07/24, the Maine Department of Education 01/17/24 2024-2025 ED 279 form for Biddeford Public Schools.
2. Tax shift losses are comprised of declining subsidies in revenue sharing and increasing obligations to pay county taxes. Tax shift losses occur a couple of years following the year in which the new assessed value is first recognized in the assessment. No tax shift losses occur when a TIF captures all of the new value. TIF revenues are retained at 100%.
3. These projections assume that the formulas and general inputs for state subsidies and county taxes do not change over time and they assume that all other values in other communities are static relative to one another except for the new value assessed. The projections are less likely to be accurate farther into the future.
4. Assumes the assessment ratio in the City is 100% when new property value arrives, such that the market value of new property is used for assessment purposes.
5. The projections above assume that no tax increment financing district is put in place, thus the mill rate is reduced by as a result of the full new value in the City. This analysis factors in tax shift impacts resulting from the project's new assessed value into future commitments and mill rate calculations to arrive at projected property tax payments.

Attachment 8

Credit Enhancement Agreement

DRAFT

CREDIT ENHANCEMENT AGREEMENT

between

THE CITY OF BIDDEFORD, Maine

and

THATCHER BROOK APARTMENTS I, LP

DATED: _____, 2024

DRAFT

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EXHIBITS:

Exhibit 1 Copy of District Map

DRAFT

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2024, between the City of Biddeford, Maine (the “City”), a municipal corporation and political subdivision of the State of Maine, and Thatcher Brook Apartments I, LP, a Maine limited partnership (the “Developer”).

WITNESSETH:

WHEREAS, the City designated the Thatcher Brook Apartments Affordable Housing Municipal Development and Tax Increment Financing District (the “District”) pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the City Council at a meeting of the City Council held on July 16, 2024 (the “Vote”) and pursuant to the Vote adopted an affordable housing development program, including a financial plan, for the District (the “Development Program”); and

WHEREAS, the City received the approval of the District and the Development Program from the Maine State Housing Authority on _____, 2024 (“MaineHousing”); and

WHEREAS, during the Vote, the City Council also authorized the execution of a credit enhancement agreement with the Developer as contemplated by the Development Program in the name of and on behalf of the City; and

WHEREAS, the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the credit enhancement agreement contemplated by and described in the Development Program.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions.

The terms defined in the above recitals and this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

“Act” means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

“Agreement” shall mean this Credit Enhancement Agreement between the City and the Developer dated as of the date set forth above, as such may be amended from time to time.

“Captured Assessed Value” means the amount, stated as a percentage, of the Increased Assessed Value of the District that is retained in each Tax Year during the term of the District, as specified in Section 2.3 hereof, to fund project costs authorized in the Development Program.

“City” shall have the meaning given such term in the first paragraph hereto.

“City Project Cost Subaccount” means that portion of the Project Cost Account of the Development Program Fund for the District set aside for the City established and maintained according to Article II hereof.

“Current Assessed Value” means the then-current assessed value of the Project as determined by the City Tax Assessor as of April 1 of each Tax Year that the District remains in effect.

“Development Program” shall have the meaning given such term in the recitals hereto.

“Development Program Fund” shall have the meaning assigned to such term in Section 2.1 below.

“Developer Project Cost Subaccount - Thatcher Brook I” means that portion of the Project Cost Account of the Development Program Fund for the Project set aside for the Developer established and maintained according to Article II hereof.

“Director” means the Director of the Maine State Housing Authority.

“District” shall have the meaning given such term in the first recital hereto, which is more specifically comprised of approximately 3.64 acres of real property and identified in an attachment to the Development Program and any future improvements to such real property. A copy of the District map is attached hereto as Exhibit 1 for convenience.

“Effective Date of the Development Program” means _____, 2024.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the City may from time to time establish.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

“Original Assessed Value” means zero dollars (\$0), the taxable assessed value of the District as of March 31, 2024 (April 1, 2023).

“Project” means the planned 40-unit non-age restricted affordable housing project located on Condominium Unit 1 within the Thatcher Brook Condominium, together with all interests in common elements in said Condominium (which Condominium Unit is within the District) to be undertaken by the Developer that is issued a Notice to Proceed by MaineHousing and is subject to an Extended Use Agreement and Program Declaration of Covenants placing affordability restrictions on the Project for a minimum of forty-five (45) years.

“Project Cost Account” means the project cost account described in the Development Program and established and maintained pursuant to Title 30-A M.R.S. § 5250-A(3)(A)(1) and Article II hereof.

“Property Taxes” means any and all *ad valorem* property taxes levied, charged or assessed against the Project by the City, or on its behalf.

“State” means the State of Maine.

“Tax Increment Revenues” means that portion of all real property taxes assessed and paid to the City for the Project in any Tax Year, in excess of any state, or special district tax, upon the Captured Assessed Value.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by the City are due and payable from owners of property located within the City, or are actually paid to the City with respect to taxable property located within the District.

“Tax Year” shall have the meaning given such term in 30-A M.R.S. § 5246(16), as amended, to wit: April 1 to March 31.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

- (a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.
- (b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.
- (c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.
- (d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.
- (e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.
- (f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II

AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date of the Development Program, the City shall create and establish a segregated fund in the name of the City designated as the “Thatcher Brook I Affordable Housing Municipal Development and Tax Increment Financing District Program Fund” (hereinafter the “Development Program Fund”) pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S. § 5250-A(3). The Development Program Fund shall consist of the Developer Project Cost Subaccount– Thatcher Brook I, the Developer Project Cost Subaccount – Thatcher Brook II, and the City Project Cost Subaccount, all of which are pledged to and charged with the payment of Project costs described in the Development Program, as provided in 30-A M.R.S. § 5250-A(3)(A)(1). The Development Program Fund is pledged to and charged with the payment of costs in the manner and priority provided in Section 3.1(b) below.

Section 2.2. Liens.

The City shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Developer Project Cost Subaccount – Thatcher Brook I described in Section 2.1 hereof or any funds therein, other than the interest in favor of the Developer hereunder; provided, however, that nothing herein shall prohibit the creation of property tax liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.

(a) Each year during the term of this Agreement, commencing with the April 1, 2025 – March 31, 2026 Tax Year continuing for a period of thirty (30) years (the “CEA Years”), the City shall capture in the District one hundred percent (100%) of the Increased Assessed Value as Captured Assessed Value.

(b) For each of the CEA Years, the City shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to one hundred percent (100%) of that portion of the property tax payment constituting Tax Increment Revenues. The City shall allocate seventy-five percent (75%) of the Tax Increment Revenues so deposited in the Development Program Fund to the Developer Project Cost Subaccount – Thatcher Brook I and the remaining twenty-five percent (25%) of the Tax Increment Revenues so deposited in the Development Program Fund shall be allocated to the City Project Cost Subaccount. Notwithstanding anything herein to the contrary,

the City shall have the option to capture a percentage of Increased Assessed Value as Captured Assessed Value of less than one hundred percent (100%) so long as the total amounts obligated to be paid to the Developer are not impacted by such reduction.

Section 2.4. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in the Developer Project Cost Subaccount – Thatcher Brook I shall in all cases be used and applied to fund fully the City's payment obligations to the Developer as described in Articles II and III hereof. The Developer shall be obligated to use such payments for operating costs of the Project pursuant to the Development Program and Title 30-A M.R.S. § 5249. All monies allocable to and/or deposited in the City Project Cost Subaccount shall be used and applied by the City as set forth in the Development Program.

Section 2.5. Monies Held for Benefit of the Developer.

All monies required to be deposited with or paid into the Developer Project Cost Subaccount – Thatcher Brook I under the provisions hereof and the provisions of the Development Program, and any investment earnings thereon, shall be held by the City for the benefit of the Developer.

**ARTICLE III
PAYMENT OBLIGATIONS**

Section 3.1. Developer Payments.

(a) The City agrees to pay the Developer, within thirty (30) days following the Tax Payment Date, all amounts then on deposit in the Developer Project Cost Subaccount – Thatcher Brook I so long as (i) a Notice to Proceed has been issued to the Project by MaineHousing and such Notice to Proceed has been delivered to the City and (ii) an Extended Use Agreement and Program Declaration of Covenants has been executed with MaineHousing and recorded in the registry of deeds and a copy of which has been delivered to the City.

(b) All payments made by the City to the Developer hereunder shall be used to pay directly or to reimburse the Developer for operating costs of the Project as set forth in the Development Program.

(c) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against the real or personal property for the Project remain unpaid, for any reason other than a bona fide valuation dispute described above, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value; and second, shall constitute payment of Property Taxes with respect to Captured Assessed Value, to be applied first to payment in full of the amount to be deposited in the City Project Cost Subaccount for the year concerned (or to the general fund if the City has reduced its capture percentage). In such case, no payment of the Developer's share of the Tax Increment Revenues for the year concerned will

be deposited into the Developer Project Cost Subaccount – Thatcher Brook I until such property taxes assessed against the Project are paid in full.

Section 3.2. Failure to Make Payment.

In the event the City should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into the Developer Project Cost Subaccount – Thatcher Brook I is insufficient to reimburse the Developer for the full amount due to the Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. The Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation to deposit Tax Increment Revenues to the Developer Project Cost Subaccount – Thatcher Brook I and its obligation to make payment out of the Developer Project Cost Subaccount – Thatcher Brook I to the Developer.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to the Developer at the address specified in Section 8.7 hereof in the manner provided hereinabove by check drawn on the City.

Section 3.4. Obligations Unconditional.

Subject to compliance with the terms and conditions of this Agreement, the obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the City shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than pursuant to this Agreement or by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal.

Section 3.5. Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from Tax Increment Revenues pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to the Developer hereunder, whether or not actually deposited into the Developer Project Cost Subaccount – Thatcher Brook I in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the City, the State of Maine, or any other City or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of and Grant of Security Interest in the Developer Project Cost Subaccount – Thatcher Brook I.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge the Developer Project Cost Subaccount – Thatcher Brook I described in Section 2.1 hereof and all sums of money and other securities and investments therein to the Developer.

Section 4.2. Perfection of Interest.

(a) Upon written request by the Developer, the City will establish the Developer Project Cost Subaccount – Thatcher Brook I described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by the Developer so as to perfect the Developer's interest therein. The cost of establishing and monitoring such a fund (including the cost of counsel to the City with respect thereto) shall be borne exclusively by the Developer. In the event such a fund is established under the control of a trustee or fiduciary, the City shall cooperate with the Developer in causing appropriate financing statements and continuation statements naming the Developer, or its designee, as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(b) In the event the Developer requires the establishment of a segregated fund in accordance with this Section 4.2, the City's responsibility shall be expressly limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by the Developer. The City shall have no liability for payment over of the funds concerned to the Developer by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary. Notwithstanding any change in the identity of the Developer's designated escrow agent, trustee or other fiduciary, the City shall have no liability for misdelivery of funds if delivered in accordance with the Developer's most recent written designation or instructions actually received by the City.

Section 4.3. Further Instruments.

The City shall, upon the reasonable request of the Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such

instruments or actions shall pledge the credit of the City except to the extent provided for in this Agreement; and provided further that the cost of executing and delivering such further instruments (including the reasonable and related costs of counsel to the City with respect thereto) shall be borne exclusively by the Developer.

Section 4.4. No Disposition of the Developer Project Cost Subaccount – Thatcher Brook I.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Developer Project Cost Subaccount – Thatcher Brook I and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records and documents in the possession of either of the parties to this Agreement relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Developer Project Cost Subaccount – Thatcher Brook I shall at all reasonable times and upon reasonable notice be open to inspection by both parties to this Agreement, and the agents and employees of the parties to this Agreement.

**ARTICLE V
DEFAULTS AND REMEDIES**

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an “Event of Default”:

- (a) Any failure by the City to pay any amounts due to the Developer when the same shall become due and payable;
- (b) Any failure by the City to make deposits into the Developer Project Cost Subaccount – Thatcher Brook I as and when due;
- (c) Other than as provided in paragraph (a) and (b) above, any failure by the City or the Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or the Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; and
- (d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the Developer's affairs shall have been entered against the

Developer or the Developer shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Developer or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Developer or the failure by the Developer to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Developer.

(e) If any written representation or warranty given to the City by the Developer is knowingly incorrect or incomplete in any material respect, other than statements made about or in agreements with the City that were later changed by mutual consent.

(f) If the Project is not developed and maintained substantially consistently with MaineHousing requirements and City codes and regulations, and such failure to develop or maintain the Project is not cured within thirty (30) days after written notice from the City to the Developer.

(g) Any discontinuance of the Project as “affordable housing,” pursuant to the definition contained in Title 30-A M.R.S.A. Section 5246.

(h) Any discontinuance by Developer of compliance with the Extended Use Agreement and Program Declaration of Covenants with MaineHousing which requires affordability of the Project for a minimum of 45 years.

Section 5.2. Remedies on Default.

Subject to the provisions contained in Section 8.13, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder. Further, the non-defaulting party may elect to terminate this Agreement upon 30 days’ written notice to the defaulting party.

Section 5.3. Remedies Cumulative.

Subject to the provisions of Section 8.13 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not

impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term.

Notwithstanding any other provision of this Agreement, this Agreement is conditioned upon receipt of the Director's unconditional approval of the City's designation of the District and adoption of the Development Program. Following execution and delivery of this Agreement, the Agreement shall not be or become binding and enforceable until receipt of such unconditional approval. Upon receipt of such approval, this Agreement shall remain in full force from the Effective Date of the Development Program and shall expire June 30, 2055 or sooner upon the payment of all amounts due to the Developer hereunder and the performance of all obligations on the part of the City hereunder, unless even sooner terminated pursuant to Section 3.4 or any other applicable provision of this Agreement.

Section 6.2. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge, Collateral Assignment Or Grant of a Security Interest.

The City hereby acknowledges that the Developer may pledge, assign and grant a security interest in its right, title and interest in, to and under this Agreement as collateral for financing by a bank or financial institution to the Developer for the Project, although no obligation is hereby imposed on the Developer to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of and the grant of a security interest in all the Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to the Developer hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. The City agrees upon request to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee or secured party, including without limitation recognition of the pledgee or assignee or secured party as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or

assignee or secured party the position of such assignee or pledgee or secured party and the irrevocable and binding nature of this Agreement, and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for establishing, perfection and protection of its interest herein. The Developer shall be responsible for the City's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

Section 7.2. Transfer.

Except as specified in Section 7.1 hereof, the Developer shall not transfer or assign any portion of its rights in, to and under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the City or the Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and the Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and the Developer.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials of the City.

(a) No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity, and no such person shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of the Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of the Developer in his or her individual capacity, and no official, officer, employee or agent of the Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Notices.

All notices, certificates, requests, requisitions or other communications by the City or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the City:

City Biddeford
205 Main Street
Biddeford, ME 04005
Attn.: James A. Bennett, City Manager

With a copy to:

Bernstein Shur
P.O. Box 9729
Portland, ME 04104-5029
Attn: Philip R. Saucier, Esq.

If to the Developer:

Thatcher Brook Apartments I, LP
c/o Westbrook Development Corporation
30 Liza Harmon Drive
Westbrook, ME 04092
Attn: Tyler Norod, Development Director

With a copy to:

Edward (Ted) J. Kelleher, Esq.
Drummond Woodsum, Attorneys at Law
84 Marginal Way, Suite 600
Portland, ME 04101-2480

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments.

This Agreement may be amended only with the concurring written consent of both of the parties hereto.

Section 8.9. Records.

The City shall maintain records which are adequate in all respects to make the calculation of Increased Assessed Value and Tax Increment Revenues required to calculate the deposits into the Development Program Fund hereunder, and shall provide to the Developer, upon request by the Developer, a summary of such calculations.

Section 8.10. Reserved.

Section 8.11. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Reserved.

Section 8.13. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, then either party may refer the dispute for resolution by one arbitrator mutually agreed to by the parties, and judgment on the award rendered by the arbitrator may be entered in any Maine state court having jurisdiction. Any such arbitration will take place in Portland, Maine or such other location as mutually agreed by the parties. The parties acknowledge that arbitration shall be the sole mechanism for dispute resolution under this Agreement. Provided however, that in the event the parties are unable to agree, within a reasonable period, on the selection of an arbitrator, either party may file suit to resolve the dispute in any court having jurisdiction within the State of Maine. This arbitration clause shall

not bar the City's assessment or collection of property taxes in accord with law, including by judicial proceedings, including tax lien thereof.

Section 8.14. Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the City, by entering into this Agreement, is not excusing any non-payment of taxes by the Developer. Without limiting the foregoing, the City and the Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on the Developer's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The City and the Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party or be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to the Developer's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

[remainder of page left blank intentionally—signatures appear on next page]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

CITY OF BIDDEFORD

_____ By: _____
James A. Bennett, its City Manager

DRAFT

WITNESS:

THATCHER BROOK APARTMENTS I, LP

_____ By: _____
_____, its _____

DRAFT

EXHIBIT 1

Copy of District Map

DRAFT

CREDIT ENHANCEMENT AGREEMENT

between

THE CITY OF BIDDEFORD, Maine

and

THATCHER BROOK APARTMENTS II, LP

DATED: _____, 2024

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EXHIBITS:

Exhibit 1 Copy of District Map

DRAFT

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2024, between the City of Biddeford, Maine (the “City”), a municipal corporation and political subdivision of the State of Maine, and Thatcher Brook Apartments II, LP, a Maine limited partnership (the “Developer”).

WITNESSETH:

WHEREAS, the City designated the Thatcher Brook Apartments Affordable Housing Municipal Development and Tax Increment Financing District (the “District”) pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the City Council at a meeting of the City Council held on July 16, 2024 (the “Vote”) and pursuant to the Vote adopted an affordable housing development program, including a financial plan, for the District (the “Development Program”); and

WHEREAS, the City received the approval of the District and the Development Program from the Maine State Housing Authority on _____, 2024 (“MaineHousing”); and

WHEREAS, during the Vote, the City Council also authorized the execution of a credit enhancement agreement with the Developer as contemplated by the Development Program in the name of and on behalf of the City; and

WHEREAS, the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the credit enhancement agreement contemplated by and described in the Development Program.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions.

The terms defined in the above recitals and this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

“Act” means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

“Agreement” shall mean this Credit Enhancement Agreement between the City and the Developer dated as of the date set forth above, as such may be amended from time to time.

“Captured Assessed Value” means the amount, stated as a percentage, of the Increased Assessed Value of the District that is retained in each Tax Year during the term of the District, as specified in Section 2.3 hereof, to fund project costs authorized in the Development Program.

“City” shall have the meaning given such term in the first paragraph hereto.

“City Project Cost Subaccount” means that portion of the Project Cost Account of the Development Program Fund for the District set aside for the City established and maintained according to Article II hereof.

“Current Assessed Value” means the then-current assessed value of the Project as determined by the City Tax Assessor as of April 1 of each Tax Year that the District remains in effect.

“Development Program” shall have the meaning given such term in the recitals hereto.

“Development Program Fund” shall have the meaning assigned to such term in Section 2.1 below.

“Developer Project Cost Subaccount – Thatcher Brook II” means that portion of the Project Cost Account of the Development Program Fund for the Project set aside for the Developer established and maintained according to Article II hereof.

“Director” means the Director of the Maine State Housing Authority.

“District” shall have the meaning given such term in the first recital hereto, which is more specifically comprised of approximately 3.64 acres of real property and identified in an attachment to the Development Program and any future improvements to such real property. A copy of the District map is attached hereto as Exhibit 1 for convenience.

“Effective Date of the Development Program” means _____, 2024.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the City may from time to time establish.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

“Original Assessed Value” means zero dollars (\$0), the taxable assessed value of the District as of March 31, 2024 (April 1, 2023).

“Project” means the planned 36-unit affordable housing project for older adults aged 55+ located on Condominium Unit 2 within the Thatcher Brook Condominium, together with all interests in common elements in said Condominium (which Condominium Unit is within in the District) to be undertaken by the Developer that is issued a Notice to Proceed by MaineHousing and is subject to an Extended Use Agreement and Program Declaration of Covenants placing affordability restrictions on the Project for a minimum of forty-five (45) years.

“Project Cost Account” means the project cost account described in the Development Program and established and maintained pursuant to Title 30-A M.R.S. § 5250-A(3)(A)(1) and Article II hereof.

“Property Taxes” means any and all *ad valorem* property taxes levied, charged or assessed against the Project by the City, or on its behalf.

“State” means the State of Maine.

“Tax Increment Revenues” means that portion of all real property taxes assessed and paid to the City for the Project in any Tax Year, in excess of any state, or special district tax, upon the Captured Assessed Value.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by the City are due and payable from owners of property located within the City, or are actually paid to the City with respect to taxable property located within the District.

“Tax Year” shall have the meaning given such term in 30-A M.R.S. § 5246(16), as amended, to wit: April 1 to March 31.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

- (a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.
- (b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.
- (c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.
- (d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.
- (e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.
- (f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II

AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date of the Development Program, the City shall create and establish a segregated fund in the name of the City designated as the “Thatcher Brook II Affordable Housing Municipal Development and Tax Increment Financing District Program Fund” (hereinafter the “Development Program Fund”) pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S. § 5250-A(3). The Development Program Fund shall consist of the Developer Project Cost Subaccount – Thatcher Brook I, the Developer Project Cost Subaccount – Thatcher Brook II and the City Project Cost Subaccount, all of which are pledged to and charged with the payment of Project costs described in the Development Program, as provided in 30-A M.R.S. § 5250-A(3)(A)(1). The Development Program Fund is pledged to and charged with the payment of costs in the manner and priority provided in Section 3.1(b) below.

Section 2.2. Liens.

The City shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Developer Project Cost Subaccount – Thatcher Brook II described in Section 2.1 hereof or any funds therein, other than the interest in favor of the Developer hereunder; provided, however, that nothing herein shall prohibit the creation of property tax liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.

(a) Each year during the term of this Agreement, commencing with the April 1, 2025 – March 31, 2026 Tax Year and continuing for a period of thirty (30) years (the “CEA Years”), the City shall capture in the District one hundred percent (100%) of the Increased Assessed Value as Captured Assessed Value.

(b) For each of the CEA Years, the City shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to one hundred percent (100%) of that portion of the property tax payment constituting Tax Increment Revenues. The City shall allocate seventy-five percent (75%) of the Tax Increment Revenues so deposited in the Development Program Fund to the Developer Project Cost Subaccount – Thatcher Brook II and the remaining twenty-five percent (25%) of the Tax Increment Revenues so deposited in the Development Program Fund shall be allocated to the City Project Cost Subaccount. Notwithstanding anything herein to the contrary,

the City shall have the option to capture a percentage of Increased Assessed Value as Captured Assessed Value of less than one hundred percent (100%) so long as the total amounts obligated to be paid to the Developer are not impacted by such reduction.

Section 2.4. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in the Developer Project Cost Subaccount – Thatcher Brook II shall in all cases be used and applied to fund fully the City's payment obligations to the Developer as described in Articles II and III hereof. The Developer shall be obligated to use such payments for operating costs of the Project pursuant to the Development Program and Title 30-A M.R.S. § 5249. All monies allocable to and/or deposited in the City Project Cost Subaccount shall be used and applied by the City as set forth in the Development Program.

Section 2.5. Monies Held for Benefit of the Developer.

All monies required to be deposited with or paid into the Developer Project Cost Subaccount – Thatcher Brook II under the provisions hereof and the provisions of the Development Program, and any investment earnings thereon, shall be held by the City for the benefit of the Developer.

**ARTICLE III
PAYMENT OBLIGATIONS**

Section 3.1. Developer Payments.

(a) The City agrees to pay the Developer, within thirty (30) days following the Tax Payment Date, all amounts then on deposit in the Developer Project Cost Subaccount- Thatcher Brook II so long as (i) a Notice to Proceed has been issued to the Project by MaineHousing and such Notice to Proceed has been delivered to the City and (ii) an Extended Use Agreement and Program Declaration of Covenants has been executed with MaineHousing and recorded in the registry of deeds and a copy of which has been delivered to the City.

(b) All payments made by the City to the Developer hereunder shall be used to pay directly or to reimburse the Developer for operating costs of the Project as set forth in the Development Program.

(c) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against the real or personal property for the Project remain unpaid, for any reason other than a bona fide valuation dispute described above, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value; and second, shall constitute payment of Property Taxes with respect to Captured Assessed Value, to be applied first to payment in full of the amount to be deposited in the City Project Cost Subaccount for the year concerned (or to the general fund if the City has reduced its capture percentage). In such case, no payment of the Developer's share of the Tax Increment Revenues for the year concerned will

be deposited into the Developer Project Cost Subaccount – Thatcher Brook II until such property taxes assessed against the Project are paid in full.

Section 3.2. Failure to Make Payment.

In the event the City should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into the Developer Project Cost Subaccount – Thatcher Brook II is insufficient to reimburse the Developer for the full amount due to the Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. The Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation to deposit Tax Increment Revenues to the Developer Project Cost Subaccount – Thatcher Brook II and its obligation to make payment out of the Developer Project Cost Subaccount – Thatcher Brook II to the Developer.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to the Developer at the address specified in Section 8.7 hereof in the manner provided hereinabove by check drawn on the City.

Section 3.4. Obligations Unconditional.

Subject to compliance with the terms and conditions of this Agreement, the obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the City shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than pursuant to this Agreement or by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal.

Section 3.5. Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from Tax Increment Revenues pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to the Developer hereunder, whether or not actually deposited into the Developer Project Cost Subaccount – Thatcher Brook II in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the City, the State of Maine, or any other City or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of and Grant of Security Interest in the Developer Project Cost Subaccount – Thatcher Brook II.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge the Developer Project Cost Subaccount – Thatcher Brook II described in Section 2.1 hereof and all sums of money and other securities and investments therein to the Developer.

Section 4.2. Perfection of Interest.

(a) Upon written request by the Developer, the City will establish the Developer Project Cost Subaccount – Thatcher Brook II described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by the Developer so as to perfect the Developer's interest therein. The cost of establishing and monitoring such a fund (including the cost of counsel to the City with respect thereto) shall be borne exclusively by the Developer. In the event such a fund is established under the control of a trustee or fiduciary, the City shall cooperate with the Developer in causing appropriate financing statements and continuation statements naming the Developer, or its designee, as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(b) In the event the Developer requires the establishment of a segregated fund in accordance with this Section 4.2, the City's responsibility shall be expressly limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by the Developer. The City shall have no liability for payment over of the funds concerned to the Developer by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary. Notwithstanding any change in the identity of the Developer's designated escrow agent, trustee or other fiduciary, the City shall have no liability for misdelivery of funds if delivered in accordance with the Developer's most recent written designation or instructions actually received by the City.

Section 4.3. Further Instruments.

The City shall, upon the reasonable request of the Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such

instruments or actions shall pledge the credit of the City except to the extent provided for in this Agreement; and provided further that the cost of executing and delivering such further instruments (including the reasonable and related costs of counsel to the City with respect thereto) shall be borne exclusively by the Developer.

Section 4.4. No Disposition of the Developer Project Cost Subaccount – Thatcher Brook II.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Developer Project Cost Subaccount – Thatcher Brook II and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records and documents in the possession of either of the parties to this Agreement relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Developer Project Cost Subaccount- Thatcher Brook II shall at all reasonable times and upon reasonable notice be open to inspection by both parties to this Agreement, and the agents and employees of the parties to this Agreement.

**ARTICLE V
DEFAULTS AND REMEDIES**

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an “Event of Default”:

- (a) Any failure by the City to pay any amounts due to the Developer when the same shall become due and payable;
- (b) Any failure by the City to make deposits into the Developer Project Cost Subaccount – Thatcher Brook II as and when due;
- (c) Other than as provided in paragraph (a) and (b) above, any failure by the City or the Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or the Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; and
- (d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the Developer's affairs shall have been entered against the

Developer or the Developer shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Developer or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Developer or the failure by the Developer to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Developer.

(e) If any written representation or warranty given to the City by the Developer is knowingly incorrect or incomplete in any material respect, other than statements made about or in agreements with the City that were later changed by mutual consent.

(f) If the Project is not developed and maintained substantially consistently with MaineHousing requirements and City codes and regulations, and such failure to develop or maintain the Project is not cured within thirty (30) days after written notice from the City to the Developer.

(g) Any discontinuance of the Project as “affordable housing,” pursuant to the definition contained in Title 30-A M.R.S.A. Section 5246.

(h) Any discontinuance by Developer of compliance with the Extended Use Agreement and Program Declaration of Covenants with MaineHousing which requires affordability of the Project for a minimum of 45 years.

Section 5.2. Remedies on Default.

Subject to the provisions contained in Section 8.13, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder. Further, the non-defaulting party may elect to terminate this Agreement upon 30 days’ written notice to the defaulting party.

Section 5.3. Remedies Cumulative.

Subject to the provisions of Section 8.13 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not

impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term.

Notwithstanding any other provision of this Agreement, this Agreement is conditioned upon receipt of the Director's unconditional approval of the City's designation of the District and adoption of the Development Program. Following execution and delivery of this Agreement, the Agreement shall not be or become binding and enforceable until receipt of such unconditional approval. Upon receipt of such approval, this Agreement shall remain in full force from the Effective Date of the Development Program and shall expire June 30, 2055 or sooner upon the payment of all amounts due to the Developer hereunder and the performance of all obligations on the part of the City hereunder, unless even sooner terminated pursuant to Section 3.4 or any other applicable provision of this Agreement.

Section 6.2. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge, Collateral Assignment Or Grant of a Security Interest.

The City hereby acknowledges that the Developer may pledge, assign and grant a security interest in its right, title and interest in, to and under this Agreement as collateral for financing by a bank or financial institution to the Developer for the Project, although no obligation is hereby imposed on the Developer to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of and the grant of a security interest in all the Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to the Developer hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. The City agrees upon request to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee or secured party, including without limitation recognition of the pledgee or assignee or secured party as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or

assignee or secured party the position of such assignee or pledgee or secured party and the irrevocable and binding nature of this Agreement, and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for establishing, perfection and protection of its interest herein. The Developer shall be responsible for the City's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

Section 7.2. Transfer.

Except as specified in Section 7.1 hereof, the Developer shall not transfer or assign any portion of its rights in, to and under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the City or the Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and the Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and the Developer.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials of the City.

(a) No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity, and no such person shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of the Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of the Developer in his or her individual capacity, and no official, officer, employee or agent of the Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Notices.

All notices, certificates, requests, requisitions or other communications by the City or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the City:

City Biddeford
205 Main Street
Biddeford, ME 04005
Attn.: James A. Bennett, City Manager

With a copy to:

Bernstein Shur
P.O. Box 9729
Portland, ME 04104-5029
Attn: Philip R. Saucier, Esq.

If to the Developer:

Thatcher Brook Apartments I, LP
c/o Westbrook Development Corporation
30 Liza Harmon Drive
Westbrook, ME 04092
Attn: Tyler Norod, Development Director

With a copy to:

Edward (Ted) J. Kelleher, Esq.
Drummond Woodsum, Attorneys at Law
84 Marginal Way, Suite 600
Portland, ME 04101-2480

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments.

This Agreement may be amended only with the concurring written consent of both of the parties hereto.

Section 8.9. Records.

The City shall maintain records which are adequate in all respects to make the calculation of Increased Assessed Value and Tax Increment Revenues required to calculate the deposits into the Development Program Fund hereunder, and shall provide to the Developer, upon request by the Developer, a summary of such calculations.

Section 8.10. Reserved.

Section 8.11. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Reserved.

Section 8.13. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, then either party may refer the dispute for resolution by one arbitrator mutually agreed to by the parties, and judgment on the award rendered by the arbitrator may be entered in any Maine state court having jurisdiction. Any such arbitration will take place in Portland, Maine or such other location as mutually agreed by the parties. The parties acknowledge that arbitration shall be the sole mechanism for dispute resolution under this Agreement. Provided however, that in the event the parties are unable to agree, within a reasonable period, on the selection of an arbitrator, either party may file suit to resolve the dispute in any court having jurisdiction within the State of Maine. This arbitration clause shall

not bar the City's assessment or collection of property taxes in accord with law, including by judicial proceedings, including tax lien thereof.

Section 8.14. Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the City, by entering into this Agreement, is not excusing any non-payment of taxes by the Developer. Without limiting the foregoing, the City and the Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on the Developer's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The City and the Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party or be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to the Developer's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

[remainder of page left blank intentionally—signatures appear on next page]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

CITY OF BIDDEFORD

_____ By: _____
James A. Bennett, its City Manager

DRAFT

WITNESS:

THATCHER BROOK APARTMENTS II, LP

_____ By: _____
_____, its _____

DRAFT

EXHIBIT 1

Copy of District Map

DRAFT

JOINT DEVELOPMENT/CONTRACT ZONE AGREEMENT

This Joint Development Agreement/Contract Zone ("Agreement") dated June 4, 2024 is executed by WESTBROOK DEVELOPMENT CORPORATION, a Maine nonprofit corporation having a mailing address of 30 Liza Harmon Drive, Westbrook, Maine 04092, or its assigns ("WDC") and the CITY OF BIDDEFORD, MAINE (the "City") (each a "Party" and, collectively, the "Parties").

RECITALS

WHEREAS, the City owns the parcel of land in Biddeford, Maine commonly known as the "RGB Lot 1" site located at 37 Barra Road, as depicted on a certain Fifth Amended Subdivision Plan prepared for the City of Biddeford by Owen Haskell, Inc. dated September 12, 2014, and recorded in the York County Registry of Deeds in Book 371, Page 50 (the "Property");

WHEREAS, on even date herewith, the City has granted to the Buyer, and the Buyer has accepted an option to purchase the City's Property in the form attached hereto as Exhibit A (the "Option") for the construction of one or more affordable multi-family apartment buildings constructed across one or more phases (the "Project"), upon the terms and conditions as set forth herein; and

WHEREAS, in order to facilitate the Project, WDC and the City desire to enter into an agreement outlining the shared expectations of each party in connection with the City's sale of the Property and the development of the Project thereon, including matters related to rezoning, tax incrementing financing and the payment of impact fees, but excluding those matters set forth in the Option.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I COMMITMENTS

1) Purpose.

This Agreement sets for the major terms and conditions under which the Parties and the City intend to pursue the Project. The Parties recognize that, as the Project progresses, further definitions and agreements expanding the terms of this agreement may be warranted and the parties agree to negotiate in good faith amendments of this Agreement to reflect the same.

2) WDC's Project Commitments:

WDC its successor and assigns, hereby agree to provide the following in connection with development of the Project in consideration for the approval of a Tax Increment Financing District and Development Program and an associated Credit Enhancement Agreement by the Biddeford City Council:

- a) WDC, its successors and assigns, shall pay a total of \$400,000.00 to the City for use towards additional pump station improvements benefitting Barra Road ("Pump Station Improvements Contribution") necessitated by the Construction of the Project. The Pump Station Improvement Contribution shall only accrue in the event that WDC exercises the Option, and shall be due at such time as WDC and the City shall agree, but in no event earlier than closing on the Property pursuant to the Option.

- i) **Pump Station Improvements Contribution Adjustment Clause**

In the event that the Option has not been exercised prior to June 5, 2026, the Pump Station Improvement Contribution shall be adjusted on June 5, 2026 based on the percentage increase in the Consumer Price Index (CPI), Northeast Region, as published by the U.S. Bureau of Labor Statistics (BLS), from June, 2024 through May 2026

- b) WDC proposes developing up to a maximum of 80 units of affordable housing across one or more phases of development and which meet the affordability standards set forth in the option. To the extent practicable, WDC will use best efforts to propose and develop up to 40 of the units as housing for older persons, and 40 units as family housing. If funding or federal or state fair housing laws precludes a division between family and elderly housing, WDC will propose a variety of unit sizes and types to ensure the Project meets the needs of a range of households.
- c) WDC shall pay for the City's legal fees, if any, associated with the development and approval of a TIF District and the associated Credit Enhancement Agreement regardless of whether or not it is approved.

3) City Commitments:

- a) Upon establishing that the property to be developed, RGB Lot 1, is within a Tax Increment Financing (TIF) District properly approved by the Commissioner of the Maine Department of Economic and Community Development (or Maine State Housing Authority in the case of an affordable housing TIF district), the City hereby agrees to the following commitment to or for the benefit of WDC, its successors or assigns:

- i) The establishment of a 30-year Credit Enhancement Agreement with 75% reimbursement to WDC provided that WDC commits that the Property be used for Affordable housing (as defined in the Option) for the term of the Credit Enhancement Agreement.
- b) Upon request by WDC, the City shall refer the Property for the rezoning necessary to carry out the Project, either through a Contract Zone or text and map amendment, to the Planning Board for timely consideration and their recommendation to the City Council for modifications, approval or denial of the same.
- c) The City shall accept the Pump Station Improvement Contribution from WDC and shall complete necessary improvements/upgrades required to sewer related utilities in a timely manner so as not to impeded occupancy of the completed development.
- d) The City acknowledges that the Property is subject to a certain Declaration of Covenants, Conditions and Restrictions recorded in the York County Registry in Book 11985, Page 316, as amended in Book 14289, Page 932 (the "Covenant"). The City agrees to waive any and all restrictions set forth in the Covenant that restrict the development of residential housing on the Property and otherwise impose additional restrictions or review requirements on the development of the Project beyond that required as part of Site Plan and Subdivision approval for the Project or Council approval of the TIF District, CEA, or Rezoning Application.
- e) Should the residential housing units cease to meet the definition of "Affordable Housing" as described in the Option to Purchase Agreement (Exhibit A), then the terms of the Credit Enhancement Agreement shall terminate.

ARTICLE II

MISCELLANEOUS

- 1) **Termination.** Unless earlier terminated as a result of a breach of either party, this agreement shall terminate automatically upon the occurrence of the following:
 - a) if WDC decides in its sole discretion not to pursue the Project or that the Project is infeasible and provides written notice to the City that it is terminating the Option, then this Agreement shall automatically terminate and neither party shall have any further obligation to the other hereunder.
 - b) Upon the later of (i) acquisition of the Property by WDC, or its successors or assigns, pursuant to the Option Agreement and payment of the Impact Fee, (ii) execution of the Credit Enhancement Agreement, or (iii) successful rezoning of the Property to facilitate the Project.

2) Representations and Warranties:

Each Party represents and warrants to the other that:

- a) It is duly qualified to do business and is in good standing in the State of Maine; and
- b) It has full power and authority to execute, deliver and perform its obligations under this Agreement;
- c) The execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action by such Party; and
- d) The execution and delivery of this Agreement by such Party and the performance of the terms, covenants and conditions contained herein will not violate the organizational documents of such Party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either Party is bound.
- e) The City is a municipal entity duly organized under the laws of the State of Maine, and all fiscal provincial and municipal affairs are within the sole discretion of the Mayor and City Council, notwithstanding any other provision in this agreement.

3) Right to Require Performance:

The failure of any Party at any time to require performance by the other Party of any provisions hereof shall in no way affect the right of such Party thereafter to enforce the same. Nor shall waiver by either Party of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.

4) Governing Law:

This Agreement is and shall constitute a contract under and is to be construed in accordance with the laws of the State of Maine. Any dispute resulting in legal action and not resolved by arbitration, mediation, or such other method as may be mutually agreed to by the Parties shall be adjudicated within the jurisdiction of the State of Maine.

5) Relationship of Parties:

- a) This Agreement is not intended to supersede the authority granted by law to any regulatory board or agency of the City. Therefore, nothing in this Agreement shall be construed or implied to require the City's planning, zoning or other regulatory boards or agencies (however designated) to approve the plans for any aspect of the actions required under this Agreement.
- b) The Parties acknowledge that the obligations set further herein may be further described in other agreements and or deeds as agreed to by the Parties. The City and

WESTBROOK DEVELOPMENT CORPORATION, its successors and assigns, agree to cooperate in good faith with regard to each and every aspect required for the completion of all obligations contemplated by this Agreement.

- c) This Agreement shall not be interpreted or construed to independently create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

6) Breach by WESTBROOK DEVELOPMENT CORPORATION:

- a) WDC shall be considered in default of its obligations under this Agreement if it ceases all efforts to pursue the Project for a period of 90 days or greater without good cause. The City shall provide notice to WDC, its successors or assigns, of a breach in writing, identifying the nature of the alleged breach and requested remedy. A breach shall be cured if remedied within thirty (30) days of receipt of the notice, or such other time as mutually agreed.
- b) If a breach is not cured as set forth above, the City may bring an action, in law or in equity, to enforce this Agreement or for damages, or both.

7) Breach by City:

- a) The City shall be considered in default of its obligations under this Agreement if it fails to carry out its obligations hereunder in connection with the Project for a period of 90 days or greater (unless a shorter time is required under applicable municipal ordinance). WDC, its successors or assigns, shall provide notice to the City of a breach in writing, identifying the nature of the alleged breach and requested remedy. A breach shall be cured if remedied within thirty (30) days of receipt of the notice, or such other time as mutually agreed.
- b) If a breach is not cured as set forth above, WESTBROOK DEVELOPMENT CORPORATION, its successors or assigns, may bring an action, in law or in equity, to enforce this Agreement or for damages, or both.

8) Integration:

This Agreement, along with any exhibits, appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written regarding the matters addressed in this Agreement. The Parties hereby acknowledge and represent, by affixing their hands and seals hereto, that the Parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other Party or any other person or entity whatsoever, prior to the execution of this Agreement. The Parties hereby waive all rights and remedies, at law

or in equity, arising or which may arise as the result of a Party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of the Party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

9) No Oral Modifications:

This Agreement may not be changed or terminated orally. This Agreement and all the covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

10) Notice:

All notices required to be given to City or WESTBROOK DEVELOPMENT CORPORATION under this Agreement shall be in writing and deemed given upon the earlier of actual receipt by personal delivery or two (2) days after being mailed by U.S. Express, registered or certified mail, return receipt requested, or a reputable overnight courier as follows:

- i) City: City of Biddeford
c/o James A. Bennett, (or the then current) City Manager
P.O. Box 586
205 Main Street
Biddeford, Maine 04005
- ii) With a copy to: Harry B Center II, Esq. (or the then current) City Solicitor
Woodman Edmands Attorneys At Law.
234 Main Street
Biddeford, ME 04005
- iii) WDC: WESTBROOK DEVELOPMENT CORPORATION
ATTN: Tyler Norod, Development Director
30 Liza Harmon Drive
Westbrook, Maine 04092
Email: tnorod@wdc.org
- iv) With a copy to: Robert M. Liscord
Drummond Woodsum
84 Marginal Way, Suite 600
Portland, Maine 04101-2480
Email: rliscord@dwmlaw.com

11) Severability:

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

12) Survival:

All express representations, warranties, indemnifications or limitations of liability made in or given in this Agreement shall survive the expiration or the termination of this Agreement for any reason.

13) Mediation/Arbitration:

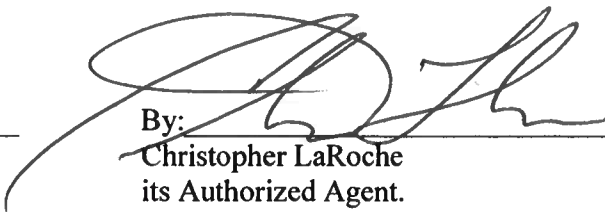
The Parties hereto agree that prior to filing litigation they will consider alternative dispute resolution techniques such as mediation and arbitration to resolve all claims, counterclaims, disputes and other matters in question between the Parties arising out of this Agreement.

[Signature Page Follows; Remainder Intentionally Left Blank]

IN WITNESS WHEREOF, WDC and the City have set their hands and seals as of the day, month and year first above written.

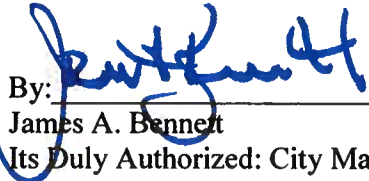
WESTBROOK DEVELOPMENT
CORPORATION:


Witness

By: 
Christopher LaRoche
its Authorized Agent.

CITY OF BIDDEFORD


Witness

By: 
James A. Bennett
Its Duly Authorized: City Manager

Attachment: Exhibit A: Option to Purchase Agreement

Exhibit A:
Option to Purchase Agreement

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OPTION TO PURCHASE AGREEMENT

THIS OPTION TO PURCHASE AGREEMENT (the "Agreement") is entered into effective 4 day of June, 2024 (the "Effective Date"), between the CITY OF BIDDEFORD, a Maine municipal corporation having a mailing address of 205 Main Street, Biddeford, Maine 04005 ("Seller"), and WESTBROOK DEVELOPMENT CORPORATION, a Maine nonprofit corporation having a mailing address 30 Liza Harmon Drive, Westbrook, Maine 04092, or its assigns ("Buyer").

RECITALS

WHEREAS, Seller is the owner of a certain parcel of land located at 37 Barra Road, Biddeford, Maine being Lot 1 as depicted on a certain Fifth Amended Subdivision Plan (the "Plan") prepared for the City of Biddeford by Owen Haskell, Inc. dated September 12, 2014, and recorded in the York County Registry of Deeds in Book 371, Page 50 ("Seller's Property"); and

WHEREAS, Seller wishes to grant to Buyer, and Buyer wishes to accept, an option to purchase the Seller's Property (together with any easements for access and stormwater management reasonable for the development of the property for the Buyer's purpose, the "Option Premises"), for the construction of one or more affordable multi-family apartment buildings constructed across one or more phases (the "Project"), upon the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1) **Option Period; Exercise of Option; Amendment to Exhibit A.** Seller hereby grants to Buyer for \$1.00 (the "Option Payment") the exclusive option, for a period ending December 31, 2026 (the "Option Period"), to purchase the Option Premises upon the terms and conditions stated herein (the "Option"). Buyer may exercise the Option at any time during the Option Period by giving written notice to Seller of its intent to do so (the "Purchase Notice").
- 2) **Purchase Conditioned Upon Use as Affordable Housing.** The Buyer hereby acknowledges that the Option and the obligations of the Seller to convey the Option Premises to the Buyer is conditioned upon the Buyer agreeing to use the Option Premises for the creation of Affordable Housing. For purposes of this agreement, Affordable Housing shall mean the following: (a) for rental housing a development in which a household whose income does not exceed 80% of the area median income for the area as defined by the United States Department of Housing and Urban Development under the United States Housing Act of 1937, Public Law 75-412, 50 Stat. 888, Section 8 (as determined by HUD "AMI"), as amended, can afford a majority (51% or greater) of the units in the development; or (b) for resident owned housing, a development in which a household whose income does not exceed 120% of AMI can afford a majority (51% or greater) of the units in the development. This condition shall be satisfied for purposes of proceeding with sale of the

Option Premises to the Buyer by a notice to proceed from Maine State Housing Authority for the construction of affordable housing using Low Income Housing Tax Credits, a commitment for debt or equity financing for the construction of affordable housing a condition of which will be the Buyer's entry into an affordability covenant, or a commitment for conventional financing where the Buyer also agrees to enter into a separate affordability covenant that meets the affordability criteria of this Section 2 with an entity that meets the definition of a "Qualified Holder" under 33 M.R.S.A. § 121(3).

- 3) **Due Diligence.** Within five (5) business days after the Effective Date, Seller shall provide Buyer with all surveys, title policies, environmental reports in its or its agents' possession including without limitation copies of any surveys of the Option Premises within Seller's or Seller's agents' possession promptly following the Effective Date of this Agreement.

Buyer and others whom Buyer may designate shall have the right, at all reasonable times, at Buyer's sole cost and expense, risk and hazard, to enter upon the Option Premises to examine and/or show the same and make, or cause to be made, engineering studies with respect thereto, including, without limitation, surveying, conducting test borings in order to determine sub-soil conditions, and in general conducting all other tests, analysis and studies of the Option Premises which Buyer deems prudent in connection with Buyer's intended development or use of the Option Premises. If Buyer does not exercise the Option, Buyer shall promptly restore the surface of the Option Premises as reasonably as possible to its pre-existing condition, unless otherwise agreed by Seller.

Seller hereby acknowledges, that to extent required by the Project funding, the Buyer's exercise of the Option and the carrying out of the Project is dependent on the results on environmental review requirements of Maine State Housing Authority or the Department of Housing and Urban Development.

- 4) **Extension.** Prior to the expiration of the Option Period, Buyer shall have the right to extend the Option Period for a period of one (1) year by providing written notice to Seller thereof.
- 5) **Purchase Price.** If Buyer exercises the Option, the purchase price for the Option Premises shall be One Dollar (\$1.00).
- 6) **Closing.** If Buyer exercises the Option, the Closing shall occur within thirty (30) days of the delivery of the Purchase Notice, at a time that is mutually agreeable to the Buyer and Seller at the offices of the Buyer's attorney, Drummond Woodsum, 84 Marginal Way, Suite 600, Portland, Maine 04101. The deed and other customary transfer documents are to be delivered at the Closing.
- 7) **Conditions to Sale.** If Buyer exercises the Option, the following terms and provisions shall apply:
- a) Title to the Option Premises shall be conveyed to Buyer by good and sufficient Warranty Deed which deed shall convey good and clear record and marketable title to the Option Premises, free from encumbrances except provisions of existing building and

zoning laws and any covenants and/or easements of record provided that the same do not interfere with Buyer's intended use of the Option Premises; such real estate taxes for the then current tax period which are not due and payable on the date of delivery of such deed; utility, access, drainage or other similar easements in connection with adjoining properties, and any matters of record which in Buyer's opinion do not interfere with Buyer's plans to develop the Option Premises. Buyer shall notify Seller of any defects in title that would make Seller unable to give title to the Option Premises as herein stipulated. Seller shall be obligated to proceed in good faith to cure any such title defect(s). If required, the Closing shall be extended to allow Seller time to cure any such title defects, but in no event shall the Closing be extended more than thirty (30) days for such purposes. If a title defect exists, Buyer may elect, by written notice to Seller, either (i) to accept title to the Option Premises subject to any uncured defects in title or (ii) to terminate the Option, whereupon any Option Payment or extension fees paid by Buyer to Seller shall be immediately refunded to Buyer, the obligations of all parties hereunder shall cease, and neither party shall have any claim against the other by reason of this Agreement.

- b) In furtherance of the preceding subsection 7.a., the Buyer and Seller agree to, either as part of the deed described herein or through a separate easement agreement, to negotiate and enter into terms governing the Seller's reserved easement rights to the area shown on the Plan as "Easement to Benefit the City of Biddeford (to be centered on sanitary sewer)", which allows for non-exclusive use of the easement area by the Seller for the existing sewer line located therein and the maintenance of the same, in a manner that is compatible with the Buyer's intended use of the Option Premises.
 - c) Seller shall not mortgage, encumber, or alter the use of the Option Premises prior to the Closing without the prior consent of the Buyer, and shall maintain it consistent with the manner in which the Seller has operated and maintained the Option Premises prior to this Agreement. Full possession of the Option Premises is to be delivered at the Closing, free of all tenants and occupants and otherwise in the same condition as it is now. Buyer and Buyer's agents may inspect the Option Premises up to forty-eight (48) hours prior to the Closing in order to determine whether the condition of the Option Premises complies with the terms and conditions of this Agreement. Seller agrees to provide prompt written notice to Buyer of any newly arising or newly discovered defects with respect to the Option Premises.
 - d) Each party shall pay one-half of the Maine real estate transfer tax unless otherwise exempt.
- 8) **Representations.** Seller represents, covenants and warrants to and agrees with Buyer that (i) Seller is the current owner of the Option Premises and has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and (ii) the execution and delivery of this Agreement and the performance by Seller of the obligations hereunder will not conflict with, or result in breach of any regulation, order, judgment, injunction or decree of any court or governmental authority or any agreement or instrument to which Seller is a party or by which Seller is bound, except as otherwise

provided for herein, and (iii) that there is no pending or, to the best of Seller's knowledge, threatened action or proceeding before any court, governmental agency or arbitrator relating to or arising out of the ownership of the Option Premises or any portion thereof, or which may adversely affect Seller's ability to perform this Agreement, or which may affect the Option Premises or any portion thereof.

Seller further represents and warrants that (i) the Seller has not received any notice from any governmental authority that (A) the Option Premises is in violation of any environmental laws, (B) the Option Premises contains any hazardous materials, or any person or entity has caused or permitted any hazardous material to be manufactured, generated, processed, produced, disposed on, at, through, or under the Option Premises or any hazardous materials to be placed stored, held, transferred, or transported from or to the Option Premises, (C) there has been a release of hazardous materials on, in, at, under, or from the Option Premises, or (D) Seller is subject to any environmental action in connection with the Option Premises; (ii) during Seller's ownership of the Option Premises, no underground tanks have been installed on, in, or under the Option Premises, except as disclosed to the Buyer within five (5) days of the Effective Date; (iii) to the best of Seller's knowledge, it is not in breach of or has any liability under or with respect to any environmental law with respect to the Option Premises; and (iv) Seller has not received any notice of any contemplated, proposed, or pending environmental action with respect to the Option Premises.

Buyer represents, covenants and warrants to Seller that Buyer has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and, subject to approval by its lender, the execution and delivery of this Agreement and the performance by Buyer of its obligations hereunder: (i) have been duly authorized by all requisite action; and (ii) will not conflict with, or result in a breach of, any of the terms, covenants and provisions of the by-laws or articles of organization of Buyer or any law or any regulation, order, judgment, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Buyer is a party or by which it is bound.

- 9) **Further Assurances.** The parties agree that up to and after the date of closing, they shall do such things and execute, acknowledge and deliver any and all additional instruments, documents and materials as either party may reasonably request to fully effectuate the purposes of this Agreement.
- 10) **Risk of Loss.** The risk of loss shall remain on Seller at all times until closing.

- 11) **Notices.** Except where expressly stated otherwise, any notice relating in any way to this Agreement shall be in writing and shall be delivered to the other party by (a) registered or certified mail, return receipt requested, (b) overnight by a nationally recognized courier, (c) hand delivery obtaining a receipt therefor, or (d) email, addressed to the parties as follows:

To Seller: CITY OF BIDDEFORD
 205 Main Street
 Biddeford, Maine 04005
 Attention: _____
 Email: _____

With a copy to: [INSERT COUNSEL]

To Buyer: Westbrook Development Corporation
 Attn: Tyler Norod, Development Director
 30 Liza Harmon Drive, Westbrook, Maine 04092
 Email: tnorod@wdc.org

With a copy to: Robert M. Liscord
 Drummond Woodsum
 84 Marginal Way, Suite 600
 Portland, Maine 04101-2480
 Email: rliscord@dwmlaw.com

Notices shall be deemed delivered upon such hand delivery, or upon the earlier of either (i) the date delivered or (ii) the date of delivery, refusal or non-delivery as indicated on the return receipt, in the case of notice by registered or certified mail or overnight courier as provided above.

Notice by email shall be deemed delivered upon sending, except if the sender receives an "out of office" or "undeliverable" or similar message indicating that the email was not immediately received by the other party, such notice shall be deemed ineffective and must be provided by one of the other methods permitted herein.

Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

- 12) **Memorandum.** Seller and Buyer agree that this Agreement may not be recorded but the Buyer may request that the Seller and Buyer execute a Memorandum in the form mutually agreeable to the parties which may be recorded at the Cumberland County Registry of Deeds at the option and expense of Buyer.
- 13) **Assignment.** Buyer may assign this Agreement without the prior consent of the Seller to one or more entities formed by the Buyer for the purpose of carrying out the Project.

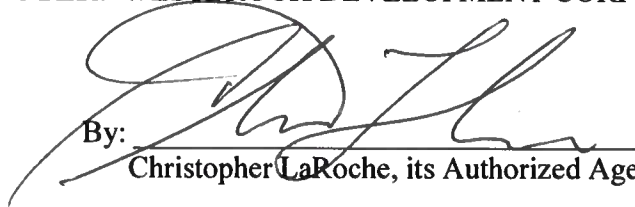
14) **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. Headings are for convenience of reference only and have no independent legal significance. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto. Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, and the exhibits referenced herein, which alone fully and completely express their entire agreement. It is expressly understood and agreed that time is of the essence with respect to this Agreement. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable by a court, such term or provision shall be deemed stricken and the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which this Agreement is held to be invalid or unenforceable, shall continue to be valid and binding upon the parties hereto, who agree that this Agreement shall be reformed to replace the stricken part with a valid and enforceable provision that comes as close as possible to expressing the intent of the stricken provision. This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

IN WITNESS WHEREOF, the Buyer and Seller have caused this Option to Purchase Agreement to be executed by their undersigned representatives, thereunto duly authorized, as of the date first above written.

SELLER: CITY OF BIDDEFORD

By: 
James A. Bennett, City Manager

BUYER: WESTBROOK DEVELOPMENT CORPORATION

By: 
Christopher LaRoche, its Authorized Agent

**SIGNATURE PAGE TO OPTION TO PURCHASE AGREEMENT
BARRA ROAD BIDDEFORD**



City Council

Meeting Date: July 16, 2024
Meeting Time: 6:00 PM
Agenda Item No: 12.d
Item Description: 2024.116 River Jam Special Event and Alcohol Service Order
Submitted By: Roby Fecteau

Supporting Information/Documentation:

Council order River Jam 2024, River Jam 2024, River Jam 8-17-2024

Key Terms:

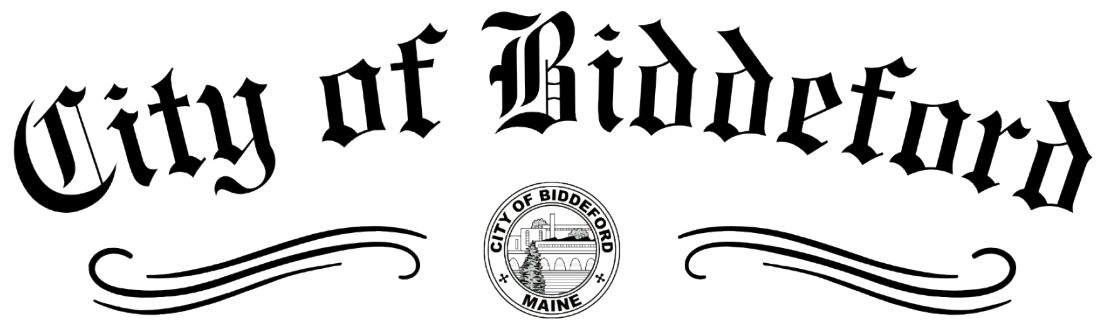
Executive Summary:

The Heart of Biddeford is seeking a Special Events Permit to include the sale and consumption of beer/wine at this year's River Jam event located at Mechanics Park on August 17, 2024.

Detailed Review:

Funding Source:

Staff Recommendation:



2024.116

IN BOARD OF CITY COUNCIL... June 18, 2024

BE IT ORDERED, that the City Council of the City of Biddeford does hereby grant approval of a Special Event Permit for River Jam to have their event on August 17, 2024 at Mechanics Park; and

BE IT FURTHER ORDERED, that in accordance with the provisions set forth under Ch. 6, Amusements, Article V – Sales, Possession and Consumption of beer/wine at and during Special Events on City Public Property, that the City Council approves beer/wine to be sold and served within clearly defined restricted areas at St. Louis Field that have been approved by the State of Maine Bureau of Alcoholic Beverages and providing that Heart of Biddeford is and remains in compliance with the provisions set forth under Ch. 6, Section 6-178 et seq.

Attest by: _____



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

TELEPHONE: (207) 624-7220
FAX: (207) 287-3434
EMAIL INQUIRIES: maineliquor@maine.gov

Application for a License for an Incorporated Civic Organization
Important Information

- A. General
 - i. The municipality in which the event will take place must have voted to approve on-premises consumption under Title 28-A, Chapter 5.
 - ii. The law requires the application to be submitted at least 24 hours in advance of the event, however, a longer notice is appreciated to allow additional time for processing.
- B. Events open to the public
 - i. Your organization must be an incorporated civic organization or a similarly purposed national organization designated under the United States Internal Revenue Code of 1986, Section 501(c)(3) and verifiable with the office of the Maine Secretary of State, Division of Corporations.

Submit completed forms to:

Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement

Mailing address: 8 SHS, Augusta, ME 04333-0008
Courier delivery: 19 Union Street, 3rd floor, Suite 301-B, Augusta, ME 04330



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

Application for a License for an Incorporated Civic Organization

Section A: Applicant Information:

1. Legal Name of Applicant:
Heart of Biddeford
2. Contact Name for Applicant: Delilah Poupore
3. Mailing Address of Primary Office of Applicant: 205 Main St Ste 103 Biddeford, ME 04005
4. Contact Name Telephone/Mobile Number: Delilah Poupore/ 207-251-5695
5. Email Address of Contact: director@heartofbiddeford.org

Section B: Event Information:

1. Title Event: River Jam
2. Purpose of Event: Music Festival
3. Duration of Event (check one): ☒ One Day ☐ Multiple Days (only 1 permitted per year)
4. Type of Event: (check one) ☐ Indoor ☒ Outdoor
5. Town or City where Event will take place: Biddeford
6. Complete Physical Address of Event:
Mechanics Park, corner of Water/ Main St
7. Date of Event: August 17, 2024 Time: From 3:30pm To 9:30pm
Under Maine liquor laws, alcoholic beverages can **only** be served from 5:00 am to 1:00 am of the next day, Sunday through Saturday; event times cannot deviate from this statutory requirement.
8. Number of Persons Attending: 1200

9. Describe specific indoor and/or outdoor area to be licensed: (for an outdoor event, please include a diagram of the outside space in Section F below.)

Area of Mechanics Park will be roped off/ barricaded and security will be present

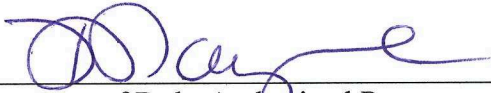
10. Will dancing be part of the event? Yes ☐ No ☒
- a. Does the venue have a dance license? Yes ☐ No ☐
- b. If yes, please provide a copy of the license from the State's Fire Marshall's Office

Section C: Signature of Applicant

By signing this application, the licensee understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: 6/11/24


Signature of Duly Authorized Person

Delilah Poupore
Printed Name of Duly Authorized Person

Section D: For use by Municipal Officers and County Commissioners only
Approval of an Application for a License for an Incorporated Civic Organization

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this catering event application on this date: _____.

Check only one: ☐ City ☐ Town ☐ Unorganized Territory

Name of City/Town/Unorganized Territory: _____

Who is approving this application? ☐ Municipal Officers
 ☐ County Commissioners of _____ County

- ☐ **Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of license to be issued by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

Section E: Application Fee; Other Information

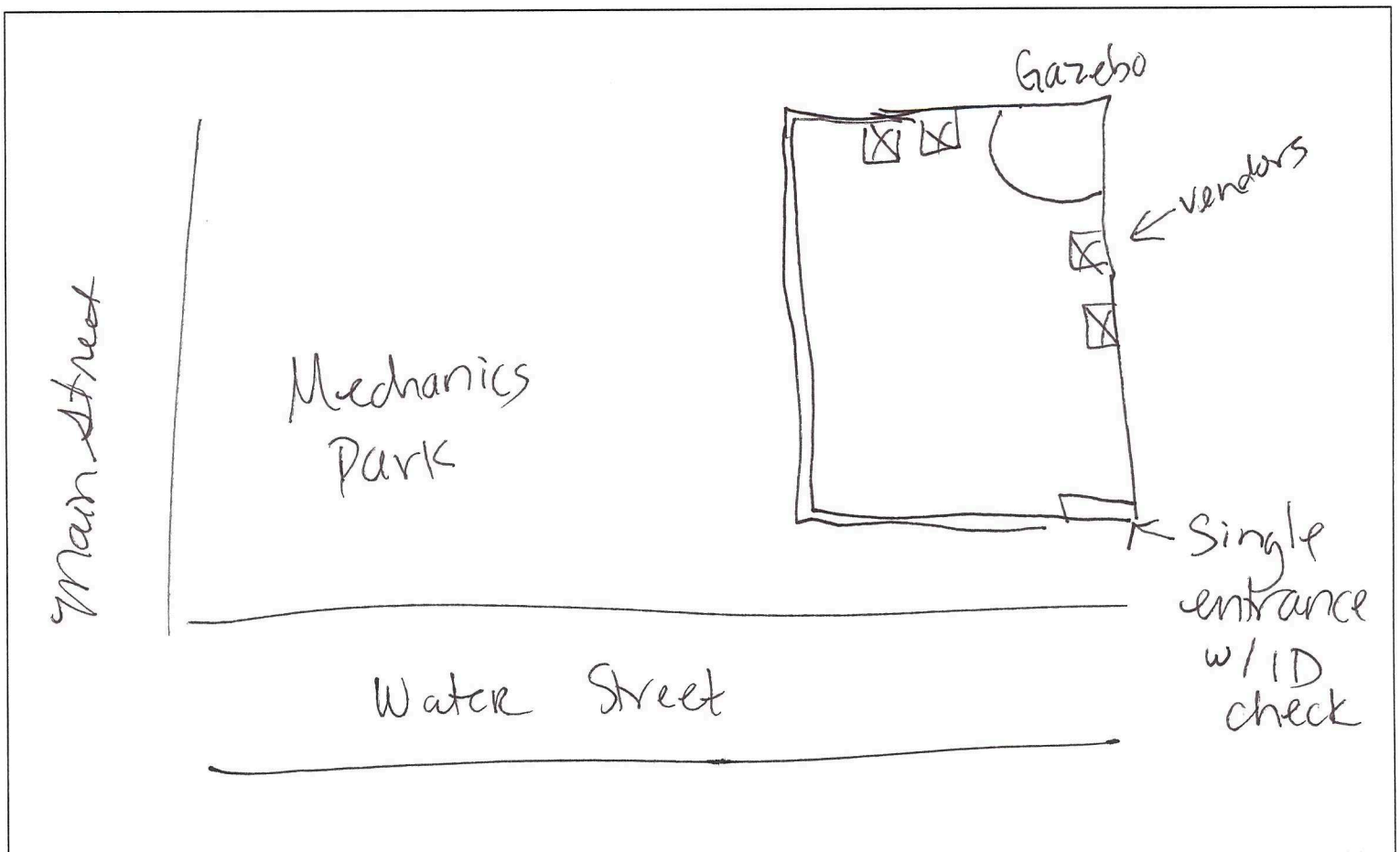
1. The license fee is \$50.00 plus a \$10.00 filing fee; make checks payable to Treasurer State of Maine.
2. The law requires the application to be submitted at least 24 Hours prior to the function, however, a longer notice is appreciated to allow additional time for processing.
3. Once issued, this permit is not assignable and is valid only for use by the licensee named in this application and for the date, time, and location listed in this application. This permit is issued subject to Maine liquor laws under Title 28-A and the Bureau's Administrative Rules. Penalties for failure to comply with the laws and rules are provided in Chapter 33 of Title 28-A.
4. The Division is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.
5. Payments to the Division by check subject to penalty provided by 28-A MRS Section 3-B.

Section F: Diagram for Outdoor Events

The following restrictions apply to outdoor events:

- There must be a stanchion or a fence completely enclosing the area.
- Signs must be posted stating "No alcohol beyond this point".
- There must be sufficient employees at the event to control and monitor the area.

In an effort to clearly define the area that consumption and storage of liquor will occur during this outdoor event, diagrams must be submitted on this form and should be as accurate as possible. Be sure to label the areas of consumption and storage on your diagram.



For Division Use Only

Date Filed: _____

☐ Approved

☐ Not Approved

Date Approved: _____

Approved By: _____

License No: _____

Deposit Date: _____

Amt. Deposited: _____

Payment Type: _____

APPLICATION NUMBER: 24-06-011

EFFECTIVE 7-6-2017 THE FOLLOWING FEES WILL APPLY:		
B000	Administrative fee	\$25.00
B001	Parade Permit fee	\$50.00
B002	Block Party Permit fee	\$75.00
B003	Mass Gathering fee	\$100.00

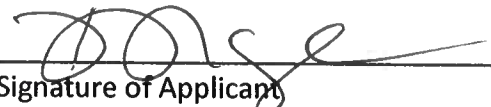
**INDEMNIFICATION AND RELEASE PROVISIONS
CITY OF BIDDEFORD SPECIAL EVENT PERMIT**

In consideration for being permitted to use the facilities and/or rights-of-way of the City of Biddeford, (hereinafter "City"), Heart of Biddeford (insert name of person/entity seeking permission to use facilities and/or right-of-way, hereinafter "Applicant") agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, which are incurred, made, or brought by any person or entity on account of damage, loss, or injury, including without limitation claims arising from property loss, or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities and/or rights-of-way, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City, its officers, or its employees, or from any other cause whatsoever.

B. By signing below, Applicant agrees that in the event of damage, loss or injury to the facilities or to any property or equipment therein or to the City rights-of-way, the City may deduct from any damage deposit the full amount of such damage, loss, or injury. Applicant further agrees that if such damage, loss, or injury exceeds the amount of the damage deposit, Applicant will promptly reimburse the City for all costs associated therewith upon billing by the City.

C. In addition, in consideration for being permitted or allowed to use the facilities and/or right-of-way, Applicant on behalf of itself and its officers, employees, members, and participants, hereby expressly exempts and releases the City, its officers, employees, insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death, that Applicant may incur as a result of such use, whether any such liability claims and demands result from the act, omission, negligence, or other fault on the part of the City, its officer, or its employees, or from any other cause whatsoever.

D. In addition, Heart of Biddeford has furnished and attached two copies of certificates of insurance with the City of Biddeford named as an additional insured in the amount of \$400,000 unless a greater amount is warranted.



Signature of Applicant

Date 6/11/24

Delilah Poupore
Printed Name of Applicant



APPLICATION NUMBER: _____

CITY OF BIDDEFORD
SPECIAL EVENT APPLICATION

City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Name of Event River Jam Location of Event Mechanics Park

Date of Event: Saturday August 17, 2024 Start Time 6:00 am set up Finish Time 10:00 pm clean up

Detailed and specific description of Event (attached separate sheet if necessary)

River Jam is an annual, free family friendly music festival along the Saco River culminating with a fireworks display at 9:30pm.

Estimated # of Participants 100 Overall Estimated Attendance 2400

Type of Event:

x Festival/Fair With Alcohol: Yes: x** No: _____

☐ Race/Walk/Bike Ride

☐ Concert

☐ Parade/March

☐ Other – Please Specify: _____

**** NOTE:** If alcohol is being sold, or otherwise available, permission must be obtained through application at City Clerk's Office, and must be approved by the City Council. If alcohol is sold, this requires applicable State of Maine Liquor license to sell alcohol. List contact name and address of licensee:

APPLICATION NUMBER: _____

What impact will this have upon the surrounding neighborhood? (Noise, Traffic, etc.) Please explain: Bands will be playing live music, the parking spots on Water Street will be used for vendors/ food trucks, Water Street will be closed at Main/Water Street through Pike Street and access to Water Street will not be permitted from Sullivan Street and Pierson's Lane. Vehicles leaving High Street will be able to make a right turn on Water Street, but not left turn. Police Department may decide to close Main Street at 9:30pm due to fireworks.

Describe the means by which the neighborhood (residents and businesses) will be notified of this event and its public hearing: Social media, posters, mailing to property owners in affected areas, HoB & Biddeford Beat newsletters, TV ads, announcement at City Council, notice in Courier on July 20th.

Organization (Applicant) Information

Name of Organization or Name of Applicant if NOT an Organization Heart of Biddeford

Physical Address: 205 Main Street, Suite 103 Biddeford ME 04005

Mailing Address: 205 Main Street, Suite 103 Biddeford ME 04005

Business Telephone 207-284-8520 Fax _____ E-mail office@heartofbiddeford.org

Income Tax Exempt: Yes: _____ No: X Tax Exempt Number: _____

Contact Person/Event Coordinator

Name & Address Delilah Poupore

Cellular 207-251-5695 E-Mail director@heartofbiddeford.org

Relationship Organization: Director

General Service Questions

Department of Public Works

Is the use of barricades necessary/requested for this event? Yes

If yes, number needed 15 - HoB will also provide hard barriers using vehicles, along with the barricades

Will it be necessary to cover street and/or parking signs for this event? Yes, posted 24 hours in advance for 8 am closure - "Detour" and "Road Closure" signs needed.

If yes, please note on the diagram.

APPLICATION NUMBER: _____

What is your plan for cleanup and debris disposal for this event? Volunteer clean up

Is any other Public Works assistance anticipated?

- 1) 7 trash cans and 3 recycling bins.
- 2) We'd like to have 2 sets of bleachers delivered: One set near the stage and one set across the field.
- 3) Reiterating request for removal of the bench that is located where the stage would be set up.

Parks and Recreation Department

Will this event take place in a Public Right of Way, Public Way, City Park or athletic field? Yes

If yes, where Mechanics Park & Water Street.

Will tenting/staging be utilized for this event? Yes, but no stakes will be used

If yes, what is your plan to repair any damage caused by stakes, tie-downs, etc.? We will not be staking the stage or any tents

Any Parks and Recreation assistance required? Access to electrical in the Gazebo.

Fire Department

We would love to have access to water on Water Street for a wet slip and slide if possible.

Will the Fire Department have access to all sites in the event of an emergency? Yes

Will any fire hydrants be obstructed? No Will you have access to E 9-1-1? Yes

Will you have First Aid or medical staff present? No

******* If First aid or Medical Staff is needed, The Biddeford Fire Department can provide for a fee. Please Contact the Biddeford Fire Department at 207-282-6632 for details.*******

Police Department

APPLICATION NUMBER:_____

Is traffic control necessary for this event? yes, if needed for traffic during fireworks at 9:30 p.m

If yes, who will provide it? BPD

Is crowd control necessary for this event? yes If yes, who will provide it? We will hire

Production Services of Maine or Dark Horse Security, whom we have used in past years.

Water Street North Bound Slip Lane (only) will need a closure starting at 6 am on Saturday August 17th, for stage delivery & set up.

Hard closure on Water Street at High Street, but cars can leave High Street and make a right onto Water Street. Hard closure on Water Street at Pike Street, prohibiting vehicles from entering Water Street.

Hard road closures of Water Street at Main, Piersons & Sullivan will occur at 8am, where no vehicles will go in or out, with the exception of escorted food trucks & bands. They will be instructed to enter Water Street at Main Street and then they will be under escort to their appropriate locations.

Emergency vehicles should enter Water Street via Main Street. Right lane of Water Street will be kept open for emergency vehicles access (this is the lane closest to the Chamber of Commerce). Volunteers will be stationed at vehicle for emergency vehicles, bands and food trucks who need to enter.

Two spaces on Water Street, in front of the Chamber, will need to be marked NO PARKING starting Thursday morning, August 15th, so La Kermesse Food Truck can set up.

Other

All vendors *must* obtain proper licenses/permits from the City Clerk's office (284-9307).

Indemnification agreement/insurance certificate must be attached to this application at the time of submission. Site Plan Sketch may be accompanied by a separate map, if necessary.

APPLICATION NUMBER: _____

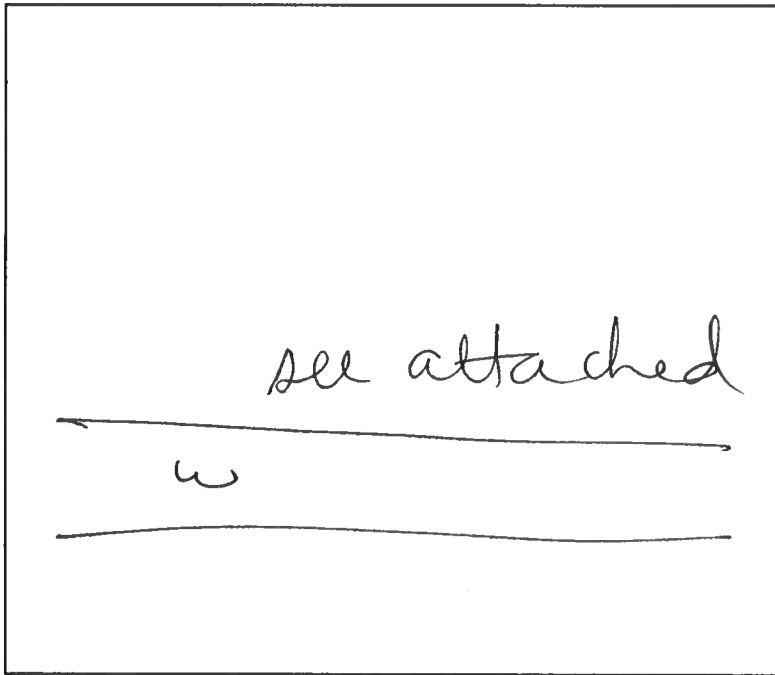
SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)

In the space below, please provide the following information. Attach a separate map if necessary.

General Map of Location
Event Coordinator's Booth
Tents/Stages/Grandstands
Rest Facilities

Vender Locations
Garbage Cans
Water Sources

Street Closures/Parking Information
Water/Electricity Sources
Loudspeakers



Applicant's Statement of Agreement

Everything I have stated on this agreement is correct to the best of my knowledge. This permit, if granted, is not transferable and is revocable at any time at the discretion of the City of Biddeford. I understand that the issuance of this permit is contingent upon compliance with any and all conditions imposed by the City of Biddeford or its officers.

Applicant Signature: _____

Date _____

6/11/24

APPLICATION NUMBER: _____

**CITY OF BIDDEFORD
BLOCK PARTY PERMIT APPLICATION**

Name of Applicant _____

Address _____

Telephone # _____

Location of Block Party _____

Date of Block Party _____

Start Time _____ Finish Time _____

Block Party Regulations

Authorization to block off your street for a block party on the above date during the above stated time is contingent upon the following stipulations.

1. Although the street will be closed, provisions must be made for access by **EMERGENCY VEHICLES**. Barricades must be provided at the requesting party's expense. They must be of a temporary nature and easily removable in an emergency.
2. Block party must cease before dark, with all street obstructions and barricades removed.
3. Any debris or litter must be cleaned by the permit holder immediately following the event.
4. Music will be allowed but it must be maintained at a reasonable volume so as not to disturb nearby neighbors. Any complaint regarding noise of any type that is substantiated by the Police Department may cause this permit to be terminated without notice.
5. It is **ILLEGAL** in Maine to consume alcoholic beverages in public areas, which includes city streets and sidewalks. Any consumption of alcoholic beverages must take place on private property only.

On the following page, please attach or sketch a map showing the area to be blocked, the location of the barricades, and any other descriptive information pertinent to the issuance of this permit.

APPLICATION NUMBER:_____

PAGE 2 – BLOCK PARTY PERMIT

Attach your map or sketch below.

APPLICATION NUMBER:_____

REVIEW BY SPECIAL EVENTS COMMITTEE:

Having completed a review of the application, the proposal itself, the location of the vent and its impact upon services and resources, this application is:

APPROVED WITH MODIFICATIONS AND/OR RESTRICTIONS: _____

APPROVED AS SUBMITTED: _____

DENIED: _____

Modifications / Restrictions:

REASON(S) FOR DENIAL:

Police Chief

Date:

Fire Chief

Date

Public Works Director

Date:

Codes Enforcement Officer

Date:

Parks & Recreation

Date:



City Council

Meeting Date: July 16, 2024

Meeting Time: 6:00 PM

Agenda Item 12.e

No:

Item 2024.117 Approval/Capital Committee's recommendation for the remaining

Description: FY24 CIP

Submitted By:

Supporting Information/Documentation:

20240716 FY24 Remaining CIP - ORDER

Key Terms:

Executive Summary:

Detailed Review:

The Capital Committee voted to allocate the remaining \$100,000.00 of Capital funding from FY24 to the Biddeford Ice Arena for Repair and Replacement of Block Wall on SE Facing (Alfred St.) Side. Please see item 5.3 in the Minutes of the June 12, 2024 Meeting.

Funding Source:

Staff Recommendation:

City of Biddeford



2024.117 IN BOARD OF CITY COUNCIL... July 16, 2024

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve the remaining Capital Improvement Projects Master Plan allocation for FY24, in the amount of \$100,000.00 as recommended by the Capital Projects Committee on June 12, 2024. (see attached list)

Attest by: _____
Robin Patterson, City Clerk

City of Biddeford

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

2024.118 IN BOARD OF CITY COUNCIL... JUNE 18, 2024

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve the Capital Improvement Projects Master Plan allocation for FY25, in the amount of \$2,200,000.00 as recommended by the Capital Projects Committee on June 12, 2024. (see attached list)

Attest by: _____
Robin Patterson, City Clerk

City Manager FY25 CIP Porject Recommendations

		Recommendation	
		<u>City Manager Capital Projects Committee</u>	
Airport ADA	AIR-001	30,000	30,000
Airport EA	AIR-002	17,500	17,500
Lester B Orcutt Sidewalk	ENG-012	20,000	20,000
EMS Life Pack & AED Replacement	BFD-001	135,000	135,000
Replace Rope Rescue	BFD-004	20,000	20,000
Thermal Imaging Cameras	BFD-007	27,000	27,000
HVAC Duct Cleaning BFD	BFD-009	20,000	20,000
Watchguard Body Cameras	BP-002	80,515	80,515
DPW Fire Alarm	DPW-010	30,000	30,000
Recycling Storage	DPW-112	18,975	18,975
Vehicle/Equipment Replacement	DPW-001	419,000	419,000
Capital Paving	DPW-002	840,000	760,000
Sidewalk Repair	DPW-004	65,000	69,510
Overhead Garage Door Replacement	DPW-007	37,500	37,500
Road Widener	DPW-009	-	80,000
Pool Beach Bath House		185,000	185,000
Playground Update		250,000	250,000
Total		2,195,490	2,200,000
FY25 CIP Allocation		2,200,000	2,200,000
Unallocated		(4,510)	-

City of Biddeford
Capital Projects/Operations Committee
June 12, 2024 6:00 PM Council Chambers & Zoom

Councilor Ortiz: present
Councilor LaFountain: present
Councilor Lessard: excused
Committee Member Boucher: present
Committee Member Deschambault: present

- 1. Roll Call**
- 2. Adjustments to the Agenda**
- 3. Acceptance of the Minutes**

Motion: Councilor Ortiz
Second: Member Boucher
Vote: Unanimous in favor.
Motion passed.

4. Old Business

5. New Business

5.1. FY25 CIP 5 Year Plan (Summary Table and Sheets)

Councilor LaFountain introduced the item and asked each Department Head to briefly summarize their items beginning with Director Jeff Demers who began by explaining the need for replacement of a truck that had been involved in a vehicle fire earlier in the morning. He also noted the possibility of reducing the paving request by \$80,000 in order to fund the purchase of a road widener.

Member Boucher inquired about whether the paving was part of the five year plan. Director Demers confirmed and mentioned the connection to storm drains and sewer lines. He noted the 10-year CSO program and plan for \$40 million more worth of work, noting that the work is coordinated with the timing of street paving. Member Boucher asked what percentage of sewer and stormwater separation work was still left to do. Director Demers answered about 40%, noting that the anticipated impacts of inflation had been incorporated into the request. Member Deschambault asked approximately how long it would take to recoup the investment from the widener due to the labor and contracted cost savings and Director Demers answered about 7-8 years. Councilor LaFountain inquired about staff's ability to drive the widener requested and the efficiencies saved by the similar request last year. Director Demers noted that the amount of the current request for sidewalks was far under the total amount needed. He also explained the reasoning behind sidewalks in different locations using concrete vs. asphalt and the benefits behind the street scanning despite the high cost. There was also discussion of safe streets and any plans for future safety improvement projects.

Police Chief Joanne Fisk explained the need for her first request of new cameras, noting that this request was also in the CIP last year. Councilor Ortiz asked about the expected replacement period which Chief Fisk estimated at approximately 10 years. Member Boucher asked about the total number of cameras. Chief Fisk said there are 23 body worn cameras, 12 cruiser cameras, and various others within the building. Councilor Deschambault asked whether there were any notable technological improvements to the new cameras. Chief Fisk noted that it was more an issue of current cameras not being able to be serviced but there would also be a decade of technological improvements. She then briefly discussed the

replacement vehicle request. Member Boucher asked about the total number of vehicles which Chief Fisk estimated at 22 including cruiser cars, animal control, and her vehicle among others, but said she would follow up to confirm.

Fire Chief Larry Best explained the benefits and expected lifecycle of the EMS Life Pack and AED replacement from his first request, noting that after a certain amount of the time, the equipment is no longer able to be serviced or repaired so they are used until that point. He then noted the uses for the rope rescue included in his second request which is currently at the end of its useful life. Chief Best then discussed the thermal imaging cameras which are beyond their expected useful life.

Chief Best then moved to the vehicle request list and explained the changes to the process due to the increasingly long lead times for the vehicles requested, particularly the ambulance and fire truck. He also stressed the need to keep vehicles on a regular replacement cycle due to these lead times as the trucks cannot be easily replaced once they start to experience mechanical issues. Member Boucher inquired about the use of spares and the reasoning behind selecting certain types of vehicles. He also asked whether these vehicles are still being bid on and Chief Best explained that the procurement process is sometimes waived for certain reasons but still happens. Councilor LaFountain asked about the use of the pickup truck. Chief Best noted the multiple emergency-related functions of the vehicle which make it difficult to swap out with any other existing vehicles in the fleet.

Member Deschambault asked whether any electric vehicles had been considered. Chief Best noted that they had been watching the development of the technology for fire trucks but noted the significantly higher cost.

Member Boucher asked about the brush truck and Chief Best noted that it had been deferred as part of the budget process. A portion of the EMS grant will be used to upgrade a different vehicle to be used in place of the brush truck for now to extend the life expectancy.

Motion: Councilor Ortiz motion for the current recommendations of the City Manager.

Second: Member Deschambault

Motion: Councilor Ortiz motion amend the recommendations to reduce road paving by \$80,000 in order to fund the purchase of the road widener.

Second: Councilor LaFountain

Motion passed.

Motion: Councilor LaFountain motion to allocate \$4,510 unspent funds to sidewalk repair to increase the allocation from \$65,000 to \$69,510.

Motion passed.

5.2. Site Visits feedback and follow-up

Member Boucher expressed his support for the use of Seeds of Hope and asked for updates on the City Hall renovations.

5.3. FY24 Capital Projects Remaining \$100K-Recommend Allocating Funds to the Biddeford Ice Arena for Repair and Replacement of Block Wall on SE Facing (Alfred St.) Side

Public testimony from Jim Mulligan about the need for the repairs and plan to address the problem. Member Boucher asked whether the allocated funds would be enough to finish the job. Mulligan noted that the grand total, including the arena's funds, should be enough. Councilor Ortiz asked about any

funding from the City and Mulligan confirmed that there has been support in terms of being a conduit for financing but the funds did not come from the City. Councilor LaFountain inquired about whether there might be any opportunities to help raise revenues to support the area in the future. Mulligan confirmed that they haven't been formally considered up to this point but that ideas were welcome and would be considered. Member Deschambault expressed support for the idea of hosting more City events at the area, noting the valuable space and parking, particularly compared to the downtown area.

Motion: Member Boucher motion to allocate the funds as recommended.

Vote: Unanimous in favor.

Member Boucher motion to adjourn at 7:27 pm.

Vote: Unanimous in favor.

Meeting adjourned.

Funding Source		Project Totals
BLN	Bank Loan	\$ -
BON-GO	Bonding-General Obligation	\$ 650,000
BON-BAN	Bonding-Revenue BAN	\$ -
BON-REV	Revenue Bond	\$ -
COB	City-General Fund	\$ 17,010,665
DON	Anticipated Donations	\$ -
FUN	Fund Raising	\$ 20,392
GRA-FED	Grants - Other	\$ 979,250
GRA-OTHER	Grants - FAA	\$ 800,000
GRA-ST	Grants - State	\$ 2,103,750
LEAS	Capital Lease	\$ -
LIB	Library Funds	\$ -
PVT	Private Funding	\$ 75,000
SAC	Saco	\$ -
SCH	School Budget	\$ 42,000
SRF	Special Revenue Funds	\$ -
TIF	TIF Financing	\$ -
WWF	Wastewater Fund	\$ -
Total		\$ 21,681,057

Departments		Prior Funding		FY2024		FY2025		FY2026		FY2027		FY2028		Future	
AIR	Airport	\$	-	\$	-	\$	1,047,500	\$	-	\$	-	\$	-	\$	-
EDP	Econ. Dev. and Planning	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
ENG	Engineering	\$	405,000	\$	405,000	\$	3,820,002	\$	5,000,000	\$	4,750,000	\$	2,800,000	\$	4,600,000
FAC	Fire Department	\$	-	\$	-	\$	315,160	\$	190,420	\$	630,000	\$	1,100,000	\$	-
BFD	Police Department	\$	-	\$	-	\$	600,515	\$	-	\$	-	\$	-	\$	-
BPD	Public Works	\$	4,015,478	\$	1,256,000	\$	4,312,950	\$	2,594,671	\$	2,555,221	\$	2,221,431	\$	1,347,500
DPW	Recreation	\$	330,000	\$	75,000	\$	870,000	\$	848,000	\$	2,112,790	\$	460,000	\$	470,000
REC	Technology	\$	-	\$	-	\$	71,042	\$	-	\$	-	\$	-	\$	-
WWTF	Wastewater Treatment Plant	\$	-	\$	-	\$	7,283,400	\$	6,253,400	\$	6,468,400	\$	5,103,400	\$	48,013,200
Grand Total		\$	4,750,478	\$	1,736,000	\$	18,320,569	\$	14,886,491	\$	16,516,411	\$	11,684,831	\$	54,430,700

CIP Total - All Funding Sources - All Requests FY2024 Throught FY2028 \$ 115,839,002

Department CIP City Funding Only															
Departments		Prior Funding		FY2024		FY2025		FY2026		FY2027		FY2028		Future	
AIR	Airport	\$	-	\$	-	\$	97,500	\$	-	\$	-	\$	-	\$	-
EDP	Econ. Dev. and Planning	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
ENG	Engineering	\$	-	\$	3,450,000	\$	3,720,000	\$	5,000,000	\$	4,750,000	\$	2,800,000	\$	4,600,000
FAC	Fire Department	\$	-	\$	-	\$	315,160	\$	190,420	\$	630,000	\$	1,100,000	\$	-
BFD	Police Department	\$	-	\$	-	\$	600,515	\$	-	\$	-	\$	-	\$	-
BPD	Public Works	\$	2,759,478	\$	1,766,831	\$	3,937,200	\$	2,432,816	\$	2,390,438	\$	2,066,868	\$	1,347,500
DPW	Recreation	\$	255,000	\$	-	\$	870,000	\$	848,000	\$	2,112,790	\$	460,000	\$	470,000
REC	Technology	\$	-	\$	-	\$	50,650	\$	-	\$	-	\$	-	\$	-
WWTF	Wastewater Treatment Plant	\$	-	\$	-	\$	4,730,380	\$	4,350,380	\$	5,135,380	\$	3,770,380	\$	34,419,240
Grand Total		\$	3,014,478	\$	5,216,831	\$	14,321,405	\$	12,821,616	\$	15,018,608	\$	10,197,248	\$	40,836,740
CIP Total - City Portion Only - All Requests FY2024 Through FY2028										\$ 93,195,617					

Department		Airport		Prior Year		FY2024		FY2025		FY2026		FY2027		FY2028		Future	
AIR-FY25-001	1-ADA Building Improvements	\$	-	\$	-	\$	30,000	\$	-	\$	-	\$	-	\$	-	\$	-
AIR-FY25-002	2-Environmental Assessment (EA)	\$	-	\$	-	\$	17,500	\$	-	\$	-	\$	-	\$	-	\$	-
AIR-FY25-003	3-Replace Fuel Island	\$	-	\$	-	\$	1,000,000	\$	-	\$	-	\$	-	\$	-	\$	-
Grand Total		\$	-	\$	-	\$	1,047,500	\$	-	\$	-	\$	-	\$	-	\$	-

Department		Technology		Prior Funding		FY2024		FY2025		FY2026		FY2027		FY2028		Future	
TEC-FY25-002	Video Camera Upgrade - Federal Compliance	\$	-	\$	-	\$	38,342	\$	-	\$	-	\$	-	\$	-	\$	-
TEC-FY25-001	PC's for Citrix Replacement-Update	\$	-	\$	-	\$	32,700	\$	-	\$	-	\$	-	\$	-	\$	-
Grand Total		\$	-	\$	-	\$	71,042	\$	-	\$	-	\$	-	\$	-	\$	-

FY25 CIP - ORIGINAL DEPT REQUESTS

	Department	Engineering													
Department		Prior Funding		FY2024		FY2025		FY2026		FY2027		FY2028		Future	
ENG-FY25-010	10-Alfred Street Phase I - Sidewalks (PACTS/Safe Streets)	\$	-	\$	-	\$	50,000	\$	1,700,000	\$	-	\$	-	\$	-
ENG-FY25-011	11-Public Works Buildout - EMA/Engineering Relocation	\$	-	\$	-	\$	100,000	\$	-	\$	-	\$	-	\$	-
ENG-FY25-012	12-20 Lester B Orcutt Sidewalk	\$	-	\$	-	\$	20,000	\$	-	\$	-	\$	-	\$	-
ENG-FY25-013	13-Lincoln Street Electrical Loop - Elm Street to Pearl Street	\$	-	\$	-	\$	-	\$	200,000	\$	-	\$	-	\$	-
ENG-FY25-014	14-Western Avenue Storm Rehabilitation	\$	-	\$	900,000	\$	-	\$	300,000	\$	-	\$	-	\$	-
ENG-FY25-015	15-Green Infrastructure/Low-Impact Development (LID)	\$	-	\$	-	\$	-	\$	100,000	\$	100,000	\$	100,000	\$	100,000
ENG-FY25-016	16-Route 1 Corridor Enhancement - Saco River to Main Street (QC)	\$	-	\$	-	\$	1	\$	-	\$	-	\$	-	\$	-
ENG-FY25-018	18-South Street/Waterworks Drive Sidewalk (QC)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
ENG-FY25-001	1-General Asphalt Repaving - Storm Separation Projects/PACTS/MPI	\$	170,000	\$	700,000	\$	1,200,000	\$	700,000	\$	700,000	\$	700,000	\$	700,000
ENG-FY25-020	20-River Wall Repair - Mechanics Park (QC)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
ENG-FY25-022	22-Saco River Pedestrian Bridge (QC)	\$	-	\$	-	\$	1	\$	-	\$	-	\$	-	\$	-
ENG-FY25-023	23-Landry Street Culvert	\$	-	\$	-	\$	-	\$	-	\$	150,000	\$	-	\$	-
ENG-FY25-024	24-Washington Street - Crosswalks/Lights/Sidewalks	\$	-	\$	-	\$	-	\$	-	\$	500,000	\$	-	\$	-
ENG-FY25-025	25-Alfred Street Phase II - Sidewalks	\$	-	\$	-	\$	-	\$	-	\$	500,000	\$	-	\$	-
ENG-FY25-026	26-Adams Street - Sidewalks	\$	-	\$	-	\$	-	\$	-	\$	200,000	\$	-	\$	-
ENG-FY25-027	27-Thatcher Brook Watershed Mgt Plan - Phase 4	\$	-	\$	-	\$	-	\$	-	\$	100,000	\$	-	\$	-
ENG-FY25-028	28-Vines Landing - Harbor Access/Boat Launch	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	400,000
ENG-FY25-029	29-West Brook Skating Area Improvements	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,400,000
ENG-FY25-002	2-General Utility/Road Construction Repairs	\$	75,000	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$	1,000,000
ENG-FY25-003	3-General Engineering Design/Inspection Services (Non-CSO Master Plan)	\$	-	\$	100,000	\$	200,000	\$	200,000	\$	200,000	\$	200,000	\$	200,000
ENG-FY25-004	4-General Sidewalk Replacement - Storm Separation Projects/PACTS	\$	85,000	\$	350,000	\$	350,000	\$	350,000	\$	350,000	\$	350,000	\$	350,000
ENG-FY25-005	5-General City-Wide ADA Sidewalk Improvements	\$	75,000	\$	400,000	\$	400,000	\$	400,000	\$	400,000	\$	400,000	\$	400,000
ENG-FY25-006	6-General Crosswalk Upgrades	\$	-	\$	-	\$	50,000	\$	50,000	\$	50,000	\$	50,000	\$	50,000
ENG-FY25-007	7-Andrews Road/Rt 111 - Sidewalk/Signalization	\$	-	\$	-	\$	250,000	\$	-	\$	500,000	\$	-	\$	-
ENG-FY25-009	9-Lower Main Street MPI - Bump Outs/Crosswalks	\$	-	\$	-	\$	200,000	\$	-	\$	-	\$	-	\$	-
	Grand Total	\$	405,000	\$	3,450,000	\$	3,820,002	\$	5,000,000	\$	4,750,000	\$	2,800,000	\$	4,600,000

	Department	Fire Department													
Department		Prior Funding		FY2024		FY2025		FY2026		FY2027		FY2028		Future	
BFD-FY25-001	EMS Equipment - Life Pack 12	\$	-	\$	-	\$	110,320	\$	-	\$	-	\$	-	\$	-
BFD-FY25-002	Ambulance	\$	-	\$	-	\$	-	\$	-	\$	460,000	\$	-	\$	-
BFD-FY25-003	Fire Engine	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,100,000	\$	-
BFD-FY25-004	Replace Rope Rescue	\$	-	\$	-	\$	20,000	\$	-	\$	-	\$	-	\$	-
BFD-FY25-005	Window Replacement - Central Station	\$	-	\$	-	\$	52,840	\$	49,420	\$	50,000	\$	-	\$	-
BFD-FY25-007	Thermal Imaging Cameras	\$	-	\$	-	\$	27,000	\$	-	\$	-	\$	-	\$	-
BFD-FY25-008	Repair Apparatus Floor	\$	-	\$	-	\$	5,000	\$	-	\$	-	\$	-	\$	-
BFD-FY25-009	HVAC Duct Work Cleaning	\$	-	\$	-	\$	20,000	\$	-	\$	-	\$	-	\$	-
BFD-FY25-010	Driveway Repair (Three Phases)	\$	-	\$	-	\$	80,000	\$	100,000	\$	120,000	\$	-	\$	-
BFD-FY25-011	Interior Floor Replacement	\$	-	\$	-	\$	-	\$	41,000	\$	-	\$	-	\$	-
	Grand Total	\$	-	\$	-	\$	315,160	\$	190,420	\$	630,000	\$	1,100,000	\$	-

	Department	Econ. Dev. and Planning													
Department			Prior Funding		FY2024		FY2025		FY2026		FY2027		FY2028		Future
	0 N/A	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Grand Total	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

	Department	Police Department													
Department		Prior Funding		FY2024		FY2025		FY2026		FY2027		FY2028		Future	
BPD-FY25-001	CAD/RMS System	\$	-	\$	-	\$	500,000	\$	-	\$	-	\$	-	\$	-
BPD-FY25-002	Motorola WatchGuard Body Camera Sys	\$	-	\$	-	\$	80,515	\$	-	\$	-	\$	-	\$	-
BPD-FY25-004	Training Room Replacement Chairs	\$	-	\$	-	\$	20,000	\$	-	\$	-	\$	-	\$	-
	Grand Total	\$	-	\$	-	\$	600,515	\$	-	\$	-	\$	-	\$	-

	Department	Public Works													
Department		Prior Funding		FY2024		FY2025		FY2026		FY2027		FY2028		Future	
DPW-FY25-010	10-DPW Fire Alarm Replacement	\$	-	\$	-	\$	30,000	\$	-	\$	-	\$	-	\$	-
DPW-FY25-011	11-DPW Washbay Upgrade	\$	-	\$	-	\$	65,000	\$	-	\$	-	\$	-	\$	-
DPW-FY25-112	12-DPW Recycling Cardboard/Paper Storage	\$	-	\$	-	\$	18,975	\$	-	\$	-	\$	-	\$	-
DPW-FY25-001	1-Vehicle Maintenance 5 Year Vehicle/Equip Replacement Program	\$	1,219,000	\$	985,000	\$	1,875,000	\$	1,531,400	\$	1,475,500	\$	1,218,100	\$	1,250,000
DPW-FY25-002	2-Street Maintenance - Capital Paving Program	\$	2,670,478	\$	868,331	\$	1,875,000	\$	909,296	\$	925,746	\$	868,331	\$	-
DPW-FY25-003	3-Recycling 30 Yard Roll-Off Container	\$	-	\$	-	\$	18,975	\$	18,975	\$	18,975	\$	-	\$	-
DPW-FY25-004	4-City-Wide Sidewalks	\$	91,000	\$	97,500	\$	97,500	\$	97,500	\$	97,500	\$	97,500	\$	97,500
DPW-FY25-005	5-Auto Gate	\$	35,000	\$	-	\$	60,000	\$	-	\$	-	\$	-	\$	-
DPW-FY25-007	7-Large Overhead Garage Doors	\$	-	\$	-	\$	37,500	\$	37,500	\$	37,500	\$	37,500	\$	-
DPW-FY25-008	8-GPS Radios	\$	-	\$	-	\$	155,000	\$	-	\$	-	\$	-	\$	-
DPW-FY25-009	9-Road Widener	\$	-	\$	-	\$	80,000	\$	-	\$	-	\$	-	\$	-
	Grand Total	\$	4,015,478	\$	1,950,831	\$	4,312,950	\$	2,594,671	\$	2,555,221	\$	2,221,431	\$	1,347,500

FY25 CIP - ORIGINAL DEPT REQUESTS

	Department	Recreation												
Department		Prior Funding		FY2024		FY2025		FY2026		FY2027		FY2028		Future
REC-FY25-001	Clifford Park	\$	19,000	\$	-	\$	55,000	\$	25,000	\$	30,000	\$	-	\$ 20,000
REC-FY25-008	Community Center Myrtle Street Lot	\$	-	\$	-	\$	-	\$	-	\$	85,000	\$	-	\$ -
REC-FY25-002	Community Center Playground	\$	-	\$	-	\$	-	\$	68,000	\$	-	\$	-	\$ -
REC-FY25-012	Community Center UST Removal	\$	-	\$	-	\$	100,000	\$	-	\$	-	\$	-	\$ -
REC-FY25-009	Disc Golf- Reconfiguration-Expansion	\$	-	\$	-	\$	-	\$	-	\$	20,000	\$	-	\$ -
REC-FY25-003	Doran Field	\$	10,000	\$	-	\$	20,000	\$	-	\$	-	\$	10,000	\$ -
REC-FY25-011	JR Martin Community Center Improvements	\$	-	\$	-	\$	150,000	\$	150,000	\$	1,377,790	\$	-	\$ -
REC-FY25-004	Pool Beach Access	\$	-	\$	-	\$	-	\$	75,000	\$	-	\$	-	\$ -
REC-FY25-010	Pump Station Rehab-Rotary Park	\$	-	\$	-	\$	90,000	\$	-	\$	-	\$	-	\$ -
REC-FY25-005	Rotary Park Complex	\$	75,000	\$	-	\$	75,000	\$	-	\$	-	\$	-	\$ -
REC-FY25-013	Rotary Park Dog Park Drainge	\$	-	\$	-	\$	-	\$	45,000	\$	-	\$	-	\$ -
REC-FY25-006	Shevenell Park	\$	-	\$	-	\$	-	\$	35,000	\$	150,000	\$	-	\$ -
REC-FY25-007	St Louis Field Complex	\$	226,000	\$	-	\$	380,000	\$	450,000	\$	450,000	\$	450,000	\$ 450,000
	Grand Total	\$	330,000	\$	-	\$	870,000	\$	848,000	\$	2,112,790	\$	460,000	\$ 470,000

	Department	Wastewater Treatment Plant													
Department		Prior Funding		FY2024		FY2025		FY2026		FY2027		FY2028		Future	
WWT-FY25-015	Bernard Pump Station Generator-Update	\$	-	\$	-	\$	100,000	\$	-	\$	-	\$	-	\$	-
WWT-FY25-014	Biddeford Pool Treatment Plant Generator-Update	\$	-	\$	-	\$	-	\$	80,000	\$	-	\$	-	\$	-
WWT-FY25-003	Climate Resiliency/Adaptation-Update	\$	-	\$	-	\$	25,000	\$	-	\$	100,000	\$	-	\$	-
WWT-FY25-001	CSO Masterplan Projects -Update	\$	-	\$	-	\$	4,443,400	\$	4,443,400	\$	4,443,400	\$	4,443,400	\$	45,313,200
WWT-FY25-005	CSO Phase III Master Plan Development-Update	\$	-	\$	-	\$	150,000	\$	100,000	\$	50,000	\$	50,000	\$	300,000
WWT-FY25-021	CSO Storage Tank - Diamond Lot-Update	\$	-	\$	-	\$	1,500,000	\$	500,000	\$	-	\$	-	\$	-
WWT-FY25-020	CSO09 Tank Pumps (Mechanics Park)-Update	\$	-	\$	-	\$	-	\$	50,000	\$	-	\$	-	\$	-
WWT-FY25-022	CSO09 Valve and Actuator Replacement-Update	\$	-	\$	-	\$	-	\$	85,000	\$	-	\$	-	\$	-
WWT-FY25-018	Effluent Flow Meter-Update	\$	-	\$	-	\$	80,000	\$	-	\$	-	\$	-	\$	-
WWT-FY25-024	Expand Capacity on Water St-Update	\$	-	\$	-	\$	-	\$	-	\$	100,000	\$	-	\$	-
WWT-FY25-006	GIS Mapping-Update	\$	-	\$	-	\$	125,000	\$	125,000	\$	125,000	\$	-	\$	-
WWT-FY25-002	Home Depot and SMMC Pump Station Upgrades-Update	\$	-	\$	-	\$	100,000	\$	-	\$	-	\$	-	\$	-
WWT-FY25-019	Home Depot Generator-Update	\$	-	\$	-	\$	-	\$	100,000	\$	-	\$	-	\$	-
WWT-FY25-011	Lower Main Brick Storm Rehab/Lining-Update	\$	-	\$	-	\$	150,000	\$	-	\$	-	\$	-	\$	-
WWT-FY25-004	Private Consultant Design Services (CSO Projects)-Update	\$	-	\$	-	\$	250,000	\$	250,000	\$	250,000	\$	250,000	\$	250,000
WWT-FY25-012	Private I/I Removal-Update	\$	-	\$	-	\$	300,000	\$	300,000	\$	300,000	\$	300,000	\$	1,500,000
WWT-FY25-016	Replacement of Home Depot Pump Station Force Main-Update	\$	-	\$	-	\$	-	\$	-	\$	1,100,000	\$	-	\$	-
WWT-FY25-023	Sludge Tank Lining-Update	\$	-	\$	-	\$	-	\$	-	\$	-	\$	60,000	\$	-
WWT-FY25-025	Textile Pump Station Upgrade-Update	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	650,000
WWT-FY25-013	Updating PLC-Update	\$	-	\$	-	\$	20,000	\$	20,000	\$	-	\$	-	\$	-
WWT-FY25-010	Winding Creek Pump Station Upgrades-Update	\$	-	\$	-	\$	40,000	\$	-	\$	-	\$	-	\$	-
WWT-FY25-017	WWTF Modifications for Nitrogen Removal-Update	\$	-	\$	-	\$	-	\$	200,000	\$	-	\$	-	\$	-
	Grand Total	\$	-	\$	-	\$	7,283,400	\$	6,253,400	\$	6,468,400	\$	5,103,400	\$	48,013,200

	Department	Biddeford Ice Arena													
Department		Prior Funding		FY2024		FY2025		FY2026		FY2027		FY2028		Future	
BIA-FY25-001	Replace/Repair SE Facing Block Wall-Update	\$	-	\$	-	\$	175,000	\$	-	\$	-	\$	-	\$	-
	Grand Total	\$	-	\$	-	\$	175,000	\$	-	\$	-	\$	-	\$	-

City Manager FY25 CIP Project Recommendations

		Requested	Comments
Airport ADA	AIR -001	\$30,000	
Airport EA	AIR-002	\$17,500	
Lester B Orcutt Sidewalk	ENG-012	\$20,000	
EMS Life Pack & AED Replacement	BFD-001	\$135,000	
Replace Rope Rescue	BFD-004	\$20,000	
Thermal Imaging Cameras	BFD-007	\$27,000	
HVAC Duct Cleaning BFD	BFD-009	\$20,000	
Watchguard Body Cameras	BP-002	\$80,515	
DPW Fire Alarm	DPW-10	\$30,000	
Recycling Storage	DPW-112	\$18,975	
Vehicle/Equipment Replacement	DPW-001	\$419,000	
Capital Paving	DPW-002	\$840,000	potential to reduce by \$80,000 to purchase road widener
Sidewalk Repair	DPW-004	\$65,000	
Overhead Garage Door Replacement	DPW-007	\$37,500	
Pool Beach Bath House		\$185,000	includes sewer connection, net of \$65,000 insurance payment
Playground Upgrade		\$250,000	
Total		\$2,195,490	
<i>FY25 CIP Allocation</i>		<i>\$2,200,000</i>	

City Manager FY25 Vehicle Purchase Recommendations

			CM Recommended		Comments
			Requested	Cash Lease	
Mini Excavator		\$	175,000		New piece; continue to rent as needed
585 Pick-up	2012	\$	58,000	\$ 58,000	
Detective Vehicle (replacement)	2010	\$	40,000	\$ 40,000	
312 Rescue	2016	\$	390,000	\$ 85,000	ordered in FY24; payment on chasis due in FY25
320 Fire Brush Truck	2008	\$	100,000		Defer
326 Pumper (Fire Dept.)	2008	\$	810,000		ordered in FY24; no payment due until FY26
563 Recreation Bus	2008	\$	110,000	\$ 110,000	
215 Police Chief Vehicle	2016	\$	62,000	\$ 62,000	
Service #4 Fire Pickup	2012	\$	64,000	\$ 64,000	
554 Small Loader Backhoe-Parks	1997	\$	36,000		
<i>less previously approved</i>		\$	(1,200,000)		
Total		\$	645,000	\$ 419,000	Cash needed
610 Waste Water Pump Truck	2010	\$	180,000		WWTP budget

FY25 CIP REQUESTS

Funding Source		Project Totals
BLN	Bank Loan	\$ -
BON-GO	Bonding-General Obligation	\$ 650,000
BON-BAN	Bonding-Revenue BAN	\$ -
BON-REV	Revenue Bond	\$ -
COB	City-General Fund	\$ 17,010,665
DON	Anticipated Donations	\$ -
FUN	Fund Raising	\$ 20,392
GRA-FED	Grants - Other	\$ 979,250
GRA-OTHER	Grants - FAA	\$ 800,000
GRA-ST	Grants - State	\$ 2,103,750
LEAS	Capital Lease	\$ -
LIB	Library Funds	\$ -
PVT	Private Funding	\$ 75,000
SAC	Saco	\$ -
SCH	School Budget	\$ 42,000
SRF	Special Revenue Funds	\$ -
TIF	TIF Financing	\$ -
WWF	Wastewater Fund	\$ -
Total		\$ 21,681,057

Departments		Prior Funding	FY2024	FY2025	FY2026	FY2027	FY2028	Future
AIR	Airport	\$ -	\$ -	\$ 1,047,500	\$ -	\$ -	\$ -	\$ -
EDP	Econ. Dev. and Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ENG	Engineering	\$ 405,000	\$ 405,000	\$ 3,820,004	\$ 5,000,000	\$ 4,750,000	\$ 2,800,000	\$ 4,600,000
FAC	Fire Department	\$ -	\$ -	\$ 315,160	\$ 190,420	\$ 630,000	\$ 1,100,000	\$ -
BFD	Police Department	\$ -	\$ -	\$ 600,515	\$ -	\$ -	\$ -	\$ -
BPD	Public Works	\$ 4,015,478	\$ 1,256,000	\$ 4,312,950	\$ 2,594,671	\$ 2,555,221	\$ 2,221,431	\$ 1,347,500
DPW	Recreation	\$ 330,000	\$ 75,000	\$ 870,000	\$ 848,000	\$ 2,112,790	\$ 460,000	\$ 470,000
REC	Technology	\$ -	\$ -	\$ 71,042	\$ -	\$ -	\$ -	\$ -
WWTF	Wastewater Treatment Plant	\$ -	\$ -	\$ 7,283,400	\$ 6,253,400	\$ 6,468,400	\$ 5,103,400	\$ 48,013,200
Grand Total		\$ 4,750,478	\$ 1,736,000	\$ 18,320,571	\$ 14,886,491	\$ 16,516,411	\$ 11,684,831	\$ 54,430,700

CIP Total - All Funding Sources - All Requests FY2024 Throught FY2028 \$ 115,839,004

Department CIP City Funding Only

Departments		Prior Funding	FY2024	FY2025	FY2026	FY2027	FY2028	Future
AIR	Airport	\$ -	\$ -	\$ 97,500	\$ -	\$ -	\$ -	\$ -
EDP	Econ. Dev. and Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ENG	Engineering	\$ -	\$ 3,450,000	\$ 3,720,004	\$ 5,000,000	\$ 4,750,000	\$ 2,800,000	\$ 4,600,000
FAC	Fire Department	\$ -	\$ -	\$ 315,160	\$ 190,420	\$ 630,000	\$ 1,100,000	\$ -
BFD	Police Department	\$ -	\$ -	\$ 600,515	\$ -	\$ -	\$ -	\$ -
BPD	Public Works	\$ 2,759,478	\$ 1,766,831	\$ 3,937,200	\$ 2,432,816	\$ 2,390,438	\$ 2,066,868	\$ 1,347,500
DPW	Recreation	\$ 255,000	\$ -	\$ 870,000	\$ 848,000	\$ 2,112,790	\$ 460,000	\$ 470,000
REC	Technology	\$ -	\$ -	\$ 50,650	\$ -	\$ -	\$ -	\$ -
WWTF	Wastewater Treatment Plant	\$ -	\$ -	\$ 4,730,380	\$ 4,350,380	\$ 5,135,380	\$ 3,770,380	\$ 34,419,240
Grand Total		\$ 3,014,478	\$ 5,216,831	\$ 14,321,409	\$ 12,821,616	\$ 15,018,608	\$ 10,197,248	\$ 40,836,740

CIP Total - City Portion Only - All Requests FY2024 Through FY2028 \$ 93,195,621

FY25 CIP REQUESTS

Department		Airport							
Department		Prior Year	FY2024	FY2025	FY2026	FY2027	FY2028	Future	
AIR-FY25-001	1-ADA Building Improvements	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -
AIR-FY25-002	2-Environmental Assessment (EA)	\$ -	\$ -	\$ 17,500	\$ -	\$ -	\$ -	\$ -	\$ -
AIR-FY25-003	3-Replace Fuel Island	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total		\$ -	\$ -	\$ 1,047,500	\$ -	\$ -	\$ -	\$ -	\$ -

Department		Technology							
Department		Prior Funding	FY2024	FY2025	FY2026	FY2027	FY2028	Future	
TEC-FY25-002	Video Camera Upgrade - Federal Compliance	\$ -	\$ -	\$ 38,342	\$ -	\$ -	\$ -	\$ -	\$ -
TEC-FY25-001	PC's for Citrix Replacement-Update	\$ -	\$ -	\$ 32,700	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total		\$ -	\$ -	\$ 71,042	\$ -	\$ -	\$ -	\$ -	\$ -

Department		Engineering							
Department		Prior Funding	FY2024	FY2025	FY2026	FY2027	FY2028	Future	
ENG-FY25-010	10-Alfred Street Phase I - Sidewalks (PACTS/Safe Streets)	\$ -	\$ -	\$ 50,000	\$ 1,700,000	\$ -	\$ -	\$ -	\$ -
ENG-FY25-011	11-Public Works Buildout - EMA/Engineering Relocation	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
ENG-FY25-012	12-20 Lester B Orcutt Sidewalk	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -
ENG-FY25-013	13-Lincoln Street Electrical Loop - Elm Street to Pearl Street	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -
ENG-FY25-014	14-Western Avenue Storm Rehabilitation	\$ -	\$ 900,000	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -
ENG-FY25-015	15-Green Infrastructure/Low-Impact Development (LID)	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
ENG-FY25-016	16-Route 1 Corridor Enhancement - Saco River to Main Street (QC)	\$ -	\$ -	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -
ENG-FY25-018	18-South Street/Waterworks Drive Sidewalk (QC)	\$ -	\$ -	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -
ENG-FY25-001	1-General Asphalt Repaving - Storm Separation Projects/PACTS/MPI	\$ 170,000	\$ 700,000	\$ 1,200,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000
ENG-FY25-020	20-River Wall Repair - Mechanics Park (QC)	\$ -	\$ -	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -
ENG-FY25-022	22-Saco River Pedestrian Bridge (QC)	\$ -	\$ -	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -
ENG-FY25-023	23-Landry Street Culvert	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -
ENG-FY25-024	24-Washington Street - Crosswalks/Lights/Sidewalks	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -
ENG-FY25-025	25-Alfred Street Phase II - Sidewalks	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -
ENG-FY25-026	26-Adams Street - Sidewalks	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -
ENG-FY25-027	27-Thatcher Brook Watershed Mgt Plan - Phase 4	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -
ENG-FY25-028	28-Vines Landing - Harbor Access/Boat Launch	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000
ENG-FY25-029	29-West Brook Skating Area Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,400,000
ENG-FY25-002	2-General Utility/Road Construction Repairs	\$ 75,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
ENG-FY25-003	3-General Engineering Design/Inspection Services (Non-CSO Master Plan)	\$ -	\$ 100,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
ENG-FY25-004	4-General Sidewalk Replacement - Storm Separation Projects/PACTS	\$ 85,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
ENG-FY25-005	5-General City-Wide ADA Sidewalk Improvements	\$ 75,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
ENG-FY25-006	6-General Crosswalk Upgrades	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
ENG-FY25-007	7-Andrews Road/Rt 111 - Sidewalk/Signalization	\$ -	\$ -	\$ 250,000	\$ -	\$ 500,000	\$ -	\$ -	\$ -
ENG-FY25-009	9-Lower Main Street MPI - Bump Outs/Crosswalks	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total		\$ 405,000	\$ 3,450,000	\$ 3,820,004	\$ 5,000,000	\$ 4,750,000	\$ 2,800,000	\$ 4,600,000	

FY25 CIP REQUESTS

	Department	Fire Department													
Department		Prior Funding		FY2024		FY2025		FY2026		FY2027		FY2028		Future	
BFD-FY25-001	EMS Equipment - Life Pack 12	\$	-	\$	-	\$	110,320	\$	-	\$	-	\$	-	\$	-
BFD-FY25-002	Ambulance	\$	-	\$	-	\$	-	\$	-	\$	460,000	\$	-	\$	-
BFD-FY25-003	Fire Engine	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,100,000	\$	-
BFD-FY25-004	Replace Rope Rescue	\$	-	\$	-	\$	20,000	\$	-	\$	-	\$	-	\$	-
BFD-FY25-005	Window Replacement - Central Station	\$	-	\$	-	\$	52,840	\$	49,420	\$	50,000	\$	-	\$	-
BFD-FY25-007	Thermal Imaging Cameras	\$	-	\$	-	\$	27,000	\$	-	\$	-	\$	-	\$	-
BFD-FY25-008	Repair Apparatus Floor	\$	-	\$	-	\$	5,000	\$	-	\$	-	\$	-	\$	-
BFD-FY25-009	HVAC Duct Work Cleaning	\$	-	\$	-	\$	20,000	\$	-	\$	-	\$	-	\$	-
BFD-FY25-010	Driveway Repair (Three Phases)	\$	-	\$	-	\$	80,000	\$	100,000	\$	120,000	\$	-	\$	-
BFD-FY25-011	Interior Floor Replacement	\$	-	\$	-	\$	-	\$	41,000	\$	-	\$	-	\$	-
	Grand Total	\$	-	\$	-	\$	315,160	\$	190,420	\$	630,000	\$	1,100,000	\$	-

Department		Econ. Dev. and Planning												
Department		Prior Funding		FY2024		FY2025		FY2026		FY2027		FY2028		Future
0	N/A	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	-
Grand Total		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	-

Department		Police Department													
Department		Prior Funding		FY2024		FY2025		FY2026		FY2027		FY2028		Future	
BPD-FY25-001	CAD/RMS System	\$	-	\$	-	\$	500,000	\$	-	\$	-	\$	-	\$	-
BPD-FY25-002	Motorola WatchGuard Body Camera Sys	\$	-	\$	-	\$	80,515	\$	-	\$	-	\$	-	\$	-
BPD-FY25-004	Training Room Replacement Chairs	\$	-	\$	-	\$	20,000	\$	-	\$	-	\$	-	\$	-
Grand Total		\$	-	\$	-	\$	600,515	\$	-	\$	-	\$	-	\$	-

	Department	Public Works													
Department		Prior Funding		FY2024		FY2025		FY2026		FY2027	FY2028	Future			
DPW-FY25-010	10-DPW Fire Alarm Replacement	\$	-	\$	-	\$	30,000	\$	-	\$	-	\$	-		
DPW-FY25-011	11-DPW Washbay Upgrade	\$	-	\$	-	\$	65,000	\$	-	\$	-	\$	-		
DPW-FY25-112	12-DPW Recycling Cardboard/Paper Storage	\$	-	\$	-	\$	18,975	\$	-	\$	-	\$	-		
DPW-FY25-001	1-Vehicle Maintenance 5 Year Vehicle/Equip Replacement Program	\$	1,219,000	\$	985,000	\$	1,875,000	\$	1,531,400	\$	1,475,500	\$	1,218,100	\$	1,250,000
DPW-FY25-002	2-Street Maintenance - Capital Paving Program	\$	2,670,478	\$	868,331	\$	1,875,000	\$	909,296	\$	925,746	\$	868,331	\$	-
DPW-FY25-003	3-Recycling 30 Yard Roll-Off Container	\$	-	\$	-	\$	18,975	\$	18,975	\$	18,975	\$	-	\$	-
DPW-FY25-004	4-City-Wide Sidewalks	\$	91,000	\$	97,500	\$	97,500	\$	97,500	\$	97,500	\$	97,500	\$	97,500
DPW-FY25-005	5-Auto Gate	\$	35,000	\$	-	\$	60,000	\$	-	\$	-	\$	-	\$	-
DPW-FY25-007	7-Large Overhead Garage Doors	\$	-	\$	-	\$	37,500	\$	37,500	\$	37,500	\$	37,500	\$	-
DPW-FY25-008	8-GPS Radios	\$	-	\$	-	\$	155,000	\$	-	\$	-	\$	-	\$	-
DPW-FY25-009	9-Road Widener	\$	-	\$	-	\$	80,000	\$	-	\$	-	\$	-	\$	-
	Grand Total	\$	4,015,478	\$	1,950,831	\$	4,312,950	\$	2,594,671	\$	2,555,221	\$	2,221,431	\$	1,347,500

FY25 CIP REQUESTS

Department		Recreation													
Department		Prior Funding		FY2024	FY2025	FY2026	FY2027	FY2028	Future						
REC-FY25-001	Clifford Park	\$	19,000	\$	-	\$	55,000	\$	25,000	\$	30,000	\$	-	\$	20,000
REC-FY25-008	Community Center Myrtle Street Lot	\$	-	\$	-	\$	-	\$	-	\$	85,000	\$	-	\$	-
REC-FY25-002	Community Center Playground	\$	-	\$	-	\$	-	\$	68,000	\$	-	\$	-	\$	-
REC-FY25-012	Community Center UST Removal	\$	-	\$	-	\$	100,000	\$	-	\$	-	\$	-	\$	-
REC-FY25-009	Disc Golf- Reconfiguration-Expansion	\$	-	\$	-	\$	-	\$	-	\$	20,000	\$	-	\$	-
REC-FY25-003	Doran Field	\$	10,000	\$	-	\$	20,000	\$	-	\$	-	\$	10,000	\$	-
REC-FY25-011	JR Martin Community Center Improvements	\$	-	\$	-	\$	150,000	\$	150,000	\$	1,377,790	\$	-	\$	-
REC-FY25-004	Pool Beach Access	\$	-	\$	-	\$	-	\$	75,000	\$	-	\$	-	\$	-
REC-FY25-010	Pump Station Rehab-Rotary Park	\$	-	\$	-	\$	90,000	\$	-	\$	-	\$	-	\$	-
REC-FY25-005	Rotary Park Complex	\$	75,000	\$	-	\$	75,000	\$	-	\$	-	\$	-	\$	-
REC-FY25-013	Rotary Park Dog Park Drainage	\$	-	\$	-	\$	-	\$	45,000	\$	-	\$	-	\$	-
REC-FY25-006	Shevenell Park	\$	-	\$	-	\$	-	\$	35,000	\$	150,000	\$	-	\$	-
REC-FY25-007	St Louis Field Complex	\$	226,000	\$	-	\$	380,000	\$	450,000	\$	450,000	\$	450,000	\$	450,000
Grand Total		\$	330,000	\$	-	\$	870,000	\$	848,000	\$	2,112,790	\$	460,000	\$	470,000

	Department	Wastewater Treatment Plant													
Department		Prior Funding		FY2024		FY2025		FY2026		FY2027		FY2028		Future	
WWT-FY25-015	Bernard Pump Station Generator-Update	\$	-	\$	-	\$	100,000	\$	-	\$	-	\$	-	\$	-
WWT-FY25-014	Biddeford Pool Treatment Plant Generator-Update	\$	-	\$	-	\$	-	\$	80,000	\$	-	\$	-	\$	-
WWT-FY25-003	Climate Resiliency/Adaptation-Update	\$	-	\$	-	\$	25,000	\$	-	\$	100,000	\$	-	\$	-
WWT-FY25-001	CSO Masterplan Projects -Update	\$	-	\$	-	\$	4,443,400	\$	4,443,400	\$	4,443,400	\$	4,443,400	\$	45,313,200
WWT-FY25-005	CSO Phase III Master Plan Development-Update	\$	-	\$	-	\$	150,000	\$	100,000	\$	50,000	\$	50,000	\$	300,000
WWT-FY25-021	CSO Storage Tank - Diamond Lot-Update	\$	-	\$	-	\$	1,500,000	\$	500,000	\$	-	\$	-	\$	-
WWT-FY25-020	CSO09 Tank Pumps (Mechanics Park)-Update	\$	-	\$	-	\$	-	\$	50,000	\$	-	\$	-	\$	-
WWT-FY25-022	CSO09 Valve and Actuator Replacement-Update	\$	-	\$	-	\$	-	\$	85,000	\$	-	\$	-	\$	-
WWT-FY25-018	Effluent Flow Meter-Update	\$	-	\$	-	\$	80,000	\$	-	\$	-	\$	-	\$	-
WWT-FY25-024	Expand Capacity on Water St-Update	\$	-	\$	-	\$	-	\$	-	\$	100,000	\$	-	\$	-
WWT-FY25-006	GIS Mapping-Update	\$	-	\$	-	\$	125,000	\$	125,000	\$	125,000	\$	-	\$	-
WWT-FY25-002	Home Depot and SMMC Pump Station Upgrades-Update	\$	-	\$	-	\$	100,000	\$	-	\$	-	\$	-	\$	-
WWT-FY25-019	Home Depot Generator-Update	\$	-	\$	-	\$	-	\$	100,000	\$	-	\$	-	\$	-
WWT-FY25-011	Lower Main Brick Storm Rehab/Lining-Update	\$	-	\$	-	\$	150,000	\$	-	\$	-	\$	-	\$	-
WWT-FY25-004	Private Consultant Design Services (CSO Projects)-Update	\$	-	\$	-	\$	250,000	\$	250,000	\$	250,000	\$	250,000	\$	250,000
WWT-FY25-012	Private I/I Removal-Update	\$	-	\$	-	\$	300,000	\$	300,000	\$	300,000	\$	300,000	\$	1,500,000
WWT-FY25-016	Replacement of Home Depot Pump Station Force Main-Update	\$	-	\$	-	\$	-	\$	-	\$	1,100,000	\$	-	\$	-
WWT-FY25-023	Sludge Tank Lining-Update	\$	-	\$	-	\$	-	\$	-	\$	-	\$	60,000	\$	-
WWT-FY25-025	Textile Pump Station Upgrade-Update	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	650,000
WWT-FY25-013	Updating PLC-Update	\$	-	\$	-	\$	20,000	\$	20,000	\$	-	\$	-	\$	-
WWT-FY25-010	Winding Creek Pump Station Upgrades-Update	\$	-	\$	-	\$	40,000	\$	-	\$	-	\$	-	\$	-
WWT-FY25-017	WWTF Modifications for Nitrogen Removal-Update	\$	-	\$	-	\$	-	\$	200,000	\$	-	\$	-	\$	-
	Grand Total	\$	-	\$	-	\$	7,283,400	\$	6,253,400	\$	6,468,400	\$	5,103,400	\$	48,013,200

Department		Biddeford Ice Arena							
Department		Prior Funding		FY2023	FY2024	FY2025	FY2026	FY2027	Future
BIA-FY25-001	Replace/Repair SE Facing Block Wall-Update	\$ -	\$ -	\$ -	\$ 175,000	\$ -	\$ -	\$ -	\$ -
	Grand Total	\$ -	\$ -	\$ -	\$ 175,000	\$ -	\$ -	\$ -	\$ -

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Airport
CIP NAME:	1-ADA Building Improvements

CIP NUMBER: (DEPT-YR-#)	AIR-FY25-001
DEPARTMENT NUMBER	001
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$30,000
ESTIMATED COST FY2025	\$30,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$30,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	ADA update to airport "terminal" building for public use (offices/lobby/bathrooms.)
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Project should be complete in conjunction flooring replacement due likelihood of moving walls, counters, and environmental assessment to meet compliance addressed in City of Biddeford's assessment this year.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Floor replacement
---	-------------------

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	NA
--	----

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Internal estimate. Male bathroom ~ \$10,000, Female bathroom ~ \$10K, entryway & other modifications ~\$10K
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	GRA-FED	FAA/DOT	95%	\$	0
	COB	COB	5%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Trip hazard & potential HAZMAT in public lobby in conjunction with ADA access updates.
---	--

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$30,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$30,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Airport
CIP NAME:	2-Environmental Assessment (EA)

CIP NUMBER: (DEPT-YR-#)	AIR-FY25-002
DEPARTMENT NUMBER	002
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$17,500
ESTIMATED COST FY2025	\$17,500
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$17,500
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Environmental Assessment to support future / potential projects identified in Airport Master Plan currently being developed.
---------------------------	--

2. NEED AND IMPACT OF PROJECT	FAA directing MaineDOT/B19 to complete EA in support of / developed in conjunction Airport Master Plan.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)

Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	New assessment due by 2025.
---	-----------------------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$17,500	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$17,500	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$17,500	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Airport
CIP NAME:	3-Replace Fuel Island

CIP NUMBER: (DEPT-YR-#)	AIR-FY25-003
DEPARTMENT NUMBER	003
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$1,000,000
ESTIMATED COST FY2025	\$1,000,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$50,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Replace Fuel Tanks and Pump island
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2. NEED AND IMPACT OF PROJECT	Above ground tank out dated.
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
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4. YEARS PREVIOUSLY ON THE BIDD CIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	0
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	GRA-FED	0	95%	\$950,000	Will require FAA Supplemental
	COB	COB	5%	\$50,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$1,000,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$950,000	\$	\$	\$	\$
CITY SHARE	\$	\$50,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Biddeford Ice Arena
CIP NAME:	Replace/repair SE facing block wall-Upda

CIP NUMBER: (DEPT-YR-#)	BIA-FY25-001
DEPARTMENT NUMBER	001
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$175,000
ESTIMATED COST FY2025	\$175,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$100,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Repair and replace block wall, fascia and flashing on 200' x 15' block wall on SE facing (Alfred St) side of ice arena. The city's arena building at 14 Pomerleau St has a number of issues related to deferred maintenance.
---------------------------	--

2. NEED AND IMPACT OF PROJECT	The SE facing wall is cracking and crumbling due to water intrusion (freezing, expanding, etc) and wear and tear. It's an eyesore and threatens continued deterioration of the structure by allowing increased intrusion of moisture etc.
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	This project is consistent with a plan to maintain the structural integrity and safety of city owned facilities. There are no related plans at this time.
---	---

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	Project materials only. The work will be performed by skilled tradespersons.
--	--

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Project was identified some years ago by routine staff inspection. Cost estimates have been obtained over the years but varied due to differing opinions on the scope of the work. The current estimate is from a Deering Lumber project cost estimate which would include reinforcing the wall, re-installing proper flashing and then installing a sturdy, attractive facade to the road facing wall.
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	No.
---	-----

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	57%	\$100,000	City CIP Funds
	PVT	0	43%	\$75,000	York County Arena Association
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	The project is past due given the deterioration of the wall.
---	--

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$175,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$75,000	\$	\$	\$	\$
CITY SHARE	\$	\$100,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Engineering
CIP NAME:	1-General Asphalt Repaving - Storm Sep

CIP NUMBER: (DEPT-YR-#)	ENG-FY25-001
DEPARTMENT NUMBER	001
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$30,000
ESTIMATED COST FY2025	\$30,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$30,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	ADA update to airport "terminal" building for public use (offices/lobby/bathrooms.)
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Project should be complete in conjunction flooring replacement due likelihood of moving walls, counters, and environmental assessment to meet compliance addressed in City of Biddeford's assessment this year.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Floor replacement
---	-------------------

4. YEARS PREVIOUSLY ON THE BIDDICIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	NA
--	----

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Internal estimate. Male bathroom ~ \$10,000, Female bathroom ~ \$10K, entryway & other modifications ~\$10K
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	GRA-FED	FAA/DOT	95%	\$	0
	COB	COB	5%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Trip hazard & potential HAZMAT in public lobby in conjunction with ADA access updates.
---	--

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$30,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$30,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Engineering
CIP NAME:	2-General Utility/Road Construction Repa

CIP NUMBER: (DEPT-YR-#)	ENG-FY25-002
DEPARTMENT NUMBER	002
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$17,500
ESTIMATED COST FY2025	\$17,500
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$17,500
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Environmental Assessment to support future / potential projects identified in Airport Master Plan currently being developed.
---------------------------	--

2. NEED AND IMPACT OF PROJECT	FAA directing MaineDOT/B19 to complete EA in support of / developed in conjunction Airport Master Plan.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	New assessment due by 2025.
---	-----------------------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$17,500	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$17,500	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$17,500	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Engineering
CIP NAME:	3-General Engineering Design/Inspection

CIP NUMBER: (DEPT-YR-#)	ENG-FY25-003
DEPARTMENT NUMBER	003
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$1,000,000
ESTIMATED COST FY2025	\$1,000,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$50,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Replace Fuel Tanks and Pump island
---------------------------	------------------------------------

2. NEED AND IMPACT OF PROJECT	Above ground tank out dated.
-------------------------------	------------------------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
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4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)

Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	0
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	GRA-FED	0	95%	\$950,000	Will require FAA Supplemental
	COB	COB	5%	\$50,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$1,000,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$950,000	\$	\$	\$	\$
CITY SHARE	\$	\$50,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Engineering
CIP NAME:	4-City-Wide Sidewalks

CIP NUMBER: (DEPT-YR-#)	DPW-FY25-004
DEPARTMENT NUMBER	004
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$487,500
ESTIMATED COST FY2025	\$97,500
ESTIMATED COST FY2026-2029	\$390,000

CITY SHARE FY2025	\$97,500
CITY SHARE FY2026-2029	\$390,000

1. DESCRIPTION OF PROJECT	Sidewalk repair throughout city as needed.
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2. NEED AND IMPACT OF PROJECT	Public safety
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	NA
---	----

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$91,000

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	NA
--	----

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Per paving program
---	--------------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	NA
---	----

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	70%	\$68,250	0
	GRA-FED	CDBG	30%	\$29,250	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$97,500	\$97,500	\$97,500	\$97,500	\$97,500	\$97,500
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$97,500	\$97,500	\$97,500	\$97,500	\$97,500	\$97,500

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Engineering
CIP NAME:	5-General City-Wide ADA Sidewalk Improvements

CIP NUMBER: (DEPT-YR-#)	ENG-FY25-005
DEPARTMENT NUMBER	005
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$2,000,000
ESTIMATED COST FY2025	\$400,000
ESTIMATED COST FY2026-2029	\$1,600,000

CITY SHARE FY2025	\$400,000
CITY SHARE FY2026-2029	\$1,600,000

1. DESCRIPTION OF PROJECT	City-wide ADA sidewalk improvements
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2. NEED AND IMPACT OF PROJECT	DAC Assessment Report
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	DAC Report
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4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$75,000

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
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6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff
---	-------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Engineering
CIP NAME:	6-General Crosswalk Upgrades

CIP NUMBER: (DEPT-YR-#)	ENG-FY25-006
DEPARTMENT NUMBER	006
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$250,000
ESTIMATED COST FY2025	\$50,000
ESTIMATED COST FY2026-2029	\$200,000

CITY SHARE FY2025	\$50,000
CITY SHARE FY2026-2029	\$200,000

1. DESCRIPTION OF PROJECT	Various crosswalks throughout the City require replacement
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Pedestrian safety
-------------------------------	-------------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff
---	-------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Engineering
CIP NAME:	7-Andrews Road/Rt 111 - Sidewalk/Signal

CIP NUMBER: (DEPT-YR-#)	ENG-FY25-007
DEPARTMENT NUMBER	007
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$750,000
ESTIMATED COST FY2025	\$250,000
ESTIMATED COST FY2026-2029	\$500,000

CITY SHARE FY2025	\$250,000
CITY SHARE FY2026-2029	\$500,000

1. DESCRIPTION OF PROJECT	Sidewalk along Rte 111 & crosswalk to Biddeford crossing; then a signalized intersection is likely needed at Andrews Road
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Pedestrian safety and future traffic assessment
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Devine Capital Andrews Road project
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4. YEARS PREVIOUSLY ON THE BIDDICIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff
---	-------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$250,000	\$	\$500,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$250,000	\$	\$500,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Engineering
CIP NAME:	9-Lower Main Street MPI - Bump Outs/Cr

CIP NUMBER: (DEPT-YR-#)	ENG-FY25-009
DEPARTMENT NUMBER	009
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$200,000
ESTIMATED COST FY2025	\$200,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$100,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	2020 MPI project; adding curb bumpouts for pedestrian safety on Main Street from Water Street to Alfred Street
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Traffic calming; MPI project
-------------------------------	------------------------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	MPI WIN#024437.00
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4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
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6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff/DOT
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	50%	\$100,000	0
	GRA-OTHER	DOT/PACTS	50%	\$100,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$200,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$100,000	\$	\$	\$	\$
CITY SHARE	\$	\$100,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Engineering
CIP NAME:	10-Alfred Street Phase I - Sidewalks (PAQ

CIP NUMBER: (DEPT-YR-#)	ENG-FY25-010
DEPARTMENT NUMBER	010
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$1,750,000
ESTIMATED COST FY2025	\$50,000
ESTIMATED COST FY2026-2029	\$1,700,000

CITY SHARE FY2025	\$50,000
CITY SHARE FY2026-2029	\$1,700,000

1. DESCRIPTION OF PROJECT	Complete streets sidewalk upgrades. Main Street to Washington Street
---------------------------	--

2. NEED AND IMPACT OF PROJECT	2025 PACTS PDR; Safe Streets for All (SSFA) project
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	SS4A/Complete Streets/CSO Master Plan
---	---------------------------------------

4. YEARS PREVIOUSLY ON THE BIDDICIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
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6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff/DOT
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$	0
	GRA-OTHER	DOT/PACTS	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$50,000	\$1,700,000	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$50,000	\$1,700,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Engineering
CIP NAME:	11-Public Works Buildout - EMA/Engineer

CIP NUMBER: (DEPT-YR-#)	ENG-FY25-011
DEPARTMENT NUMBER	011
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$100,000
ESTIMATED COST FY2025	\$100,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$100,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Engineering works directly under/with Public Works but is currently located in City Hall, causing inefficiencies. A small buildout at Public Works is highly recommended.
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2. NEED AND IMPACT OF PROJECT	Department operations/efficiency
-------------------------------	----------------------------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
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4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$	0
	GRA-OTHER	EMA	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$100,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$100,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Engineering
CIP NAME:	12-20 Lester B Orcutt Sidewalk

CIP NUMBER: (DEPT-YR-#)	ENG-FY25-012
DEPARTMENT NUMBER	012
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$20,000
ESTIMATED COST FY2025	\$20,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$20,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Small residential sidewalk project at busy intersection; safety hazard for beach pedestrians
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Pedestrian safety
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)

Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff/Public
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$20,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$20,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Engineering
CIP NAME:	13-Lincoln Street Electrical Loop - Elm St

CIP NUMBER: (DEPT-YR-#)	ENG-FY25-013
DEPARTMENT NUMBER	013
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$200,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$200,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$200,000

1. DESCRIPTION OF PROJECT	Finalize CMP electrical loop for Pearl Street; run power from Elm Street, down Lincoln Street, to Pearl Street
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Electrical utility connection needed
-------------------------------	--------------------------------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Pearl Street Reconstruction Project
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4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff/CMP
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$200,000	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$200,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Engineering
CIP NAME:	14-Western Avenue Storm Rehabilitation

CIP NUMBER: (DEPT-YR-#)	ENG-FY25-014
DEPARTMENT NUMBER	014
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$300,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$300,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$300,000

1. DESCRIPTION OF PROJECT	Additional repairs to the failing single-walled HDPE storm drain within Western Avenue (i.e. one of the largest storm pipes in the City)
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Existing storm drain within Western Ave will require additional repairs
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	MS4 stormwater permit
---	-----------------------

4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$900,000	\$	\$300,000	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$900,000	\$	\$300,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Engineering
CIP NAME:	15-Green Infrastructure/Low-Impact Deve

CIP NUMBER: (DEPT-YR-#)	ENG-FY25-015
DEPARTMENT NUMBER	015
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$400,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$400,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$400,000

1. DESCRIPTION OF PROJECT	Install green LID infrastructure per MS4 permit, stormwater flow reduction devices
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Stormwater quality; MS4 permit
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	MS4 stormwater permit
---	-----------------------

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	MS4
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$100,000	\$100,000	\$100,000	\$100,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$100,000	\$100,000	\$100,000	\$100,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Engineering
CIP NAME:	16-Route 1 Corridor Enhancement - Saco

CIP NUMBER: (DEPT-YR-#)	ENG-FY25-016
DEPARTMENT NUMBER	016
PROJECT PRIORITY	3

ESTIMATED TOTAL COST	\$
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Route 1 Master Plan Upgrades
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2. NEED AND IMPACT OF PROJECT	Complete Streets/Traffic Impacts
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Planning
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4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
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6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Planning
---	----------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Planning
---	----------

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	%	\$	0
	GRA-OTHER	DOT/PACTS	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$1	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Engineering
CIP NAME:	18-South Street/Waterworks Drive Sidewalk

CIP NUMBER: (DEPT-YR-#)	ENG-FY25-018
DEPARTMENT NUMBER	018
PROJECT PRIORITY	3

ESTIMATED TOTAL COST	\$
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Complete Streets (sidewalks/bike lanes) adjacent to Hidden Hills development
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Complete Streets/Traffic Impacts
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Planning
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4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
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6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Planning
---	----------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Planning
---	----------

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Engineering
CIP NAME:	20-River Wall Repair - Mechanics Park (C

CIP NUMBER: (DEPT-YR-#)	ENG-FY25-020
DEPARTMENT NUMBER	020
PROJECT PRIORITY	3

ESTIMATED TOTAL COST	\$
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Repair/replace river wall along Mechanics Park
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Existing riverwall is failing in this location
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff
---	-------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Engineering
CIP NAME:	22-Saco River Pedestrian Bridge (QC)

CIP NUMBER: (DEPT-YR-#)	ENG-FY25-022
DEPARTMENT NUMBER	022
PROJECT PRIORITY	3

ESTIMATED TOTAL COST	\$
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Pedestrian bridge from Pearl Point Park to Saco
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Master Plan
-------------------------------	-------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Master Plan
---	-------------

4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Planning
---	----------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Planning
---	----------

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	%	\$	0
	GRA-OTHER	DOT/PACTS	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$1	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Engineering
CIP NAME:	23-Landry Street Culvert

CIP NUMBER: (DEPT-YR-#)	ENG-FY25-023
DEPARTMENT NUMBER	023
PROJECT PRIORITY	4

ESTIMATED TOTAL COST	\$150,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$150,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$150,000

1. DESCRIPTION OF PROJECT	Existing culvert under Landry Street needs replacement
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Old culvert requires replacement
-------------------------------	----------------------------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff
---	-------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$150,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$150,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Engineering
CIP NAME:	24-Washington Street - Crosswalks/Lights

CIP NUMBER: (DEPT-YR-#)	ENG-FY25-024
DEPARTMENT NUMBER	024
PROJECT PRIORITY	4

ESTIMATED TOTAL COST	\$500,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$500,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$500,000

1. DESCRIPTION OF PROJECT	Urban streetscape/sidewalk upgrade project
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Old, existing sidewalks
-------------------------------	-------------------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Downtown improvements
---	-----------------------

4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff
---	-------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$500,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$500,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Engineering
CIP NAME:	25-Alfred Street Phase II - Sidewalks

CIP NUMBER: (DEPT-YR-#)	ENG-FY25-025
DEPARTMENT NUMBER	025
PROJECT PRIORITY	4

ESTIMATED TOTAL COST	\$500,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$500,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$500,000

1. DESCRIPTION OF PROJECT	Urban streetscape/sidewalk upgrade project
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Old, existing sidewalks
-------------------------------	-------------------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNG DOCS:	Downtown improvements
---	-----------------------

4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff
---	-------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$500,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$500,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Engineering
CIP NAME:	26-Adams Street - Sidewalks

CIP NUMBER: (DEPT-YR-#)	ENG-FY25-026
DEPARTMENT NUMBER	026
PROJECT PRIORITY	4

ESTIMATED TOTAL COST	\$200,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$200,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$200,000

1. DESCRIPTION OF PROJECT	Urban streetscape/sidewalk upgrade project
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2. NEED AND IMPACT OF PROJECT	Old, existing sidewalks
-------------------------------	-------------------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Downtown improvements
---	-----------------------

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff
---	-------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$200,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$200,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Engineering
CIP NAME:	27-Thatcher Brook Watershed Mgt Plan -

CIP NUMBER: (DEPT-YR-#)	ENG-FY25-027
DEPARTMENT NUMBER	027
PROJECT PRIORITY	4

ESTIMATED TOTAL COST	\$100,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$100,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$100,000

1. DESCRIPTION OF PROJECT	New Thatcher Brook Watershed Management Plan
---------------------------	--

2. NEED AND IMPACT OF PROJECT	To address and improve water quality in Thatcher Brook watershed
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Existing Thatcher Brook WMP
---	-----------------------------

4. YEARS PREVIOUSLY ON THE BIDD CIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Existing Thatcher Brook WMP
---	-----------------------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$	0
	GRA-OTHER	DEP	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$100,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$100,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Engineering
CIP NAME:	28-Vines Landing - Harbor Access/Boat L

CIP NUMBER: (DEPT-YR-#)	ENG-FY25-028
DEPARTMENT NUMBER	028
PROJECT PRIORITY	5

ESTIMATED TOTAL COST	\$400,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$400,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$400,000

1. DESCRIPTION OF PROJECT	Reconstruct boat launch at Vines Landing
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Existing launch area is in poor condition, commercial fisherman use launch site and need access improved
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Public
---	--------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$	\$	\$400,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$	\$	\$400,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Engineering
CIP NAME:	29-West Brook Skating Area Improverment

CIP NUMBER: (DEPT-YR-#)	ENG-FY25-029
DEPARTMENT NUMBER	029
PROJECT PRIORITY	5

ESTIMATED TOTAL COST	\$1,400,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$1,400,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$700,000

1. DESCRIPTION OF PROJECT	Repair/Reconstruct berm along West Brook to protect skating area
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Existing berm is eroding and is in very poor condition
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	Consultants, volunteers, donations, ACOE construction/contractors
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Public
---	--------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	50%	\$700,000	0
	GRA-OTHER	USACE	50%	\$700,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$	\$	\$1,400,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$	\$	\$1,400,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Fire Department
CIP NAME:	EMS Equipment - Life Pak 12

CIP NUMBER: (DEPT-YR-#)	BFD-FY25-001
DEPARTMENT NUMBER	001
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$110,320
ESTIMATED COST FY2025	\$110,320
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$110,320
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Replace the Life Pak 12's that can no longer be serviced or calibrated. The equipment is beyond serviceable date.
---------------------------	---

2. NEED AND IMPACT OF PROJECT	This will replace unserviceable and outdated equipment.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	The service company, STRYKER, will no longer service the Life Pak 12 due to it's age. The equipment is still in service but there is no replacement in place if it breaks or goes out of calibration.
---	---

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	N/A
--	-----

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Costs were estimated from direct quote from the single source vendor. Project orginated from the service company indicating they can no longer service the monitors due to their age.
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	N/A
---	-----

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	CoB	CoB	100%	\$110,320	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Monitors are no longer serviceable.
---	-------------------------------------

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$110,320	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$110,320	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Fire Department
CIP NAME:	Ambulance

CIP NUMBER: (DEPT-YR-#)	BFD-FY25-002
DEPARTMENT NUMBER	002
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$460,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$460,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$460,000

1. DESCRIPTION OF PROJECT	New ambulance to replace the oldest in the fleet.
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Due to the 24-30 month delivery time, the oldest ambulance will be 11 years old. Initial replacement project, put in place by DPW, was 9 years. This is 2 years beyond the project plan.
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNG DOCS:	DPW had a 3 year replacement project in place which makes the oldest ambulance 9 years old. CPSM also suggested a replacement plan in place.
---	--

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	N/A
--	-----

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Project orginated several years back with the replacement plan of every three years. Estimates were obtained from manufacturer.
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	N/A
---	-----

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	CoB	CoB	100%	\$460,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	This will put the oldest ambulance 2 years beyond recommended replacement.
---	--

10. OTHER INFO:	If ordered funds would not be required until FY27.
-----------------	--

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$460,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$460,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Fire Department
CIP NAME:	Fire Engine

CIP NUMBER: (DEPT-YR-#)	BFD-FY25-003
DEPARTMENT NUMBER	003
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$1,100,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$1,100,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$1,100,000

1. DESCRIPTION OF PROJECT	Replacement of fire engine due to it's continued cost of maintenance, future reliability, age.
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Vehicle is beyond the age of recommended replacement by CPSM study and DPW recommendations.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Replacement plan has been in placed but pushed back. This request is the second consecutuve year for the request. There is currently a 36 month delivery estimation due to factory backlog. This puts the service life beyond CPSM study recommendations and national standards.
---	--

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	N/A
--	-----

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Project originated with DPW replacement plan and substantiated with CPSM study. Estimates were obtained from current manjufacturers.
---	--

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	N/A
---	-----

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	CoB	CoB	100%	\$1,100,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Ordering in the current request timeline will save \$100,000 - \$150000. Delivery time is currently 3 years.
---	--

10. OTHER INFO:	If ordered funds would not be required until FY28.
-----------------	--

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$	\$1,100,000	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$	\$1,100,000	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Fire Department
CIP NAME:	Replace Rope Rescue

CIP NUMBER: (DEPT-YR-#)	BFD-FY25-004
DEPARTMENT NUMBER	004
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$20,000
ESTIMATED COST FY2025	\$20,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$20,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Replace the oldest rope rescue equipment that is beyond it's 10 manufacturer recommended life expectancy.
---------------------------	---

2. NEED AND IMPACT OF PROJECT	The equipment has reached the end of it's life saving MFG recommended life. This will keep the department in compliance with Safety Works (Maine BLS) requirements.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	This is Phase 1 of the project. This request is in line with manufacturer's recommendations and Safety Works requirements. This will allow replacement of the oldest of the equipment.
---	--

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	N/A
--	-----

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Request was made previous two years.
---	--------------------------------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	N/A
---	-----

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	CoB	CoB	100%	\$20,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$20,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$20,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Fire Department
CIP NAME:	Window Replacement - Central Station

CIP NUMBER: (DEPT-YR-#)	BFD-FY25-005
DEPARTMENT NUMBER	005
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$152,260
ESTIMATED COST FY2025	\$52,840
ESTIMATED COST FY2026-2029	\$99,420

CITY SHARE FY2025	\$52,840
CITY SHARE FY2026-2029	\$99,420

1. DESCRIPTION OF PROJECT	Windows are 30+ years old, not efficient, and deteriorating. Phase 1 is the replacement of the "curtain windows" first seen from the outside on the second floor. Phase II and Phase III will occur in FY26 and FY27, respectively.
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Replacement will improve efficiency and prevent deterioration of the building.
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Consistent with plan to perform regular building maintenance for extending the life of the building.
---	--

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	N/A
--	-----

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Estimates were obtained from Portland Glass. Project orginated with request after fogging noted inside the panes of the windows. Phase 2 is estimated at \$49,420 for the bedrooms and gym area with Phase III the remainder of the building.
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	N/A
---	-----

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	CoB	CoB	100%	\$152,260	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Phase 1 - \$52,840 for curtain windows. Phase 2 - \$49,420 for bedrooms and gym area. Phase II - \$50,000 remainder of the building.
---	--

10. OTHER INFO:	0
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$52,840	\$49,420	\$50,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$52,840	\$49,420	\$50,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Fire Department
CIP NAME:	Thermal Imaging Cameras

CIP NUMBER: (DEPT-YR-#)	BFD-FY25-007
DEPARTMENT NUMBER	007
PROJECT PRIORITY	3

ESTIMATED TOTAL COST	\$27,000
ESTIMATED COST FY2025	\$27,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$27,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Purchase of Thermal Imaging Cameras to replace out of service camera's that are not economical to repair due to age of technology.
---------------------------	--

2. NEED AND IMPACT OF PROJECT	This will replace the cameras that have been taken out of service and will be upgraded with new one's with current technology.
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	This request was first made in 2022. The cameras currently in use have been in service over 5 years. Certain aspects of the camera are outdated due to changing technology. Inventory includes two (2) handheld cameras and fifteen (15) in-the-seat cameras.
---	---

4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	N/A
--	-----

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Estimates were taken from previous bid costs. The project is a continued request to upgrade thermal imaging cameras that are beyond service life or have been taken out of service.
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	N/A
---	-----

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	CoB	CoB	100%	\$27,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	Once replaced the units will be placed on a regular replacement cycle.
-----------------	--

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$27,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$27,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Fire Department
CIP NAME:	Repair Apparatus Floor

CIP NUMBER: (DEPT-YR-#)	BFD-FY25-008
DEPARTMENT NUMBER	008
PROJECT PRIORITY	3

ESTIMATED TOTAL COST	\$5,000
ESTIMATED COST FY2025	\$5,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$5,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Repair cracked areas in apparatus floor that was resurfaced in 2012.
---------------------------	--

2. NEED AND IMPACT OF PROJECT	This will prevent future damage to the apparatus floor. The cost to resurface the entire floor was approved in FY23 but estimates came in 4 times approved amount. Looking to just repair cracked areas.
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNG DOCS:	Repairs now will prevent further damage from water, weight of trucks and prevent any tripping hazzard in the area.
---	--

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	N/A
--	-----

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	FY23 CIP approved \$18,000 for entire resurfacing. Bid returned was for \$84,000 and the project did not move forward. Now requesting lesser amount to repair area's of immediate concern.
---	--

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	FY23 CIP approved \$18,000 for floor replacement. Money was never spent.
---	--

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	CoB	CoB	100%	\$5,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$5,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$5,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Fire Department
CIP NAME:	HVAC Duct Work Cleaning

CIP NUMBER: (DEPT-YR-#)	BFD-FY25-009
DEPARTMENT NUMBER	009
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$20,000
ESTIMATED COST FY2025	\$20,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$20,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	The request is to service and clean the station duct work. The last service was 10+ years ago. The system has been inspected and is in need of cleaning to remove contaminants.
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Cleaning the duct system will remove contaminants from the duct work that service the living area of the station.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	N/A
---	-----

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	N/A
--	-----

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Estimates were obtained by Chief Gagne in 2022.
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	N/A
---	-----

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	CoB	CoB	100%	\$20,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Regular inspection and cleaning of duct work should be performed to limit the buildup and spreading of contaminants within the building.
---	--

10. OTHER INFO:	N/A
-----------------	-----

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$20,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$20,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Fire Department
CIP NAME:	Driveway Repair (Three Phases)

CIP NUMBER: (DEPT-YR-#)	BFD-FY25-010
DEPARTMENT NUMBER	010
PROJECT PRIORITY	4

ESTIMATED TOTAL COST	\$300,000
ESTIMATED COST FY2025	\$80,000
ESTIMATED COST FY2026-2029	\$220,000

CITY SHARE FY2025	\$80,000
CITY SHARE FY2026-2029	\$220,000

1. DESCRIPTION OF PROJECT	Phase 1 of a three phase project. Phase 1 is to repair around back parking lot and drain area that is cracking. Phase 2 is the side parking area and travelway. Phase 3 is the entrance area.
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Driveway continues to crack due to weight of trucks and water drainage.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Initial request 2 years ago was for \$300,000 to replace entire driveway. It is fiscally responsible to take care of the areas in most need first and take care of the driveway over a phased schedule.
---	---

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	N/A
--	-----

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Project originated 3 years ago with repair around the drain in the back lots and repairs in the front of the station. Estimates were obtained by Chief Gagne at that time.
---	--

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	N/A
---	-----

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	CoB	CoB	100%	\$300,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	N/A
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10. OTHER INFO:	N/A
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$80,000	\$100,000	\$120,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$80,000	\$100,000	\$120,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Fire Department
CIP NAME:	Interior Floor Replacement

CIP NUMBER: (DEPT-YR-#)	BFD-FY25-011
DEPARTMENT NUMBER	011
PROJECT PRIORITY	5

ESTIMATED TOTAL COST	\$41,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$41,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$41,000

1. DESCRIPTION OF PROJECT	Replacement of 30 year old tiles in entry and common area on the first floor.
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Removing and replacing areas of most concern
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Continued on from previous request
---	------------------------------------

4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	0
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	CoB	CoB	100%	\$41,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$41,000	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$41,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Police Department
CIP NAME:	CAD/RMS System

CIP NUMBER: (DEPT-YR-#)	BPD-FY25-001
DEPARTMENT NUMBER	001
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$500,000
ESTIMATED COST FY2025	\$500,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$500,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Replacement of legacy product IMC computer aided dispatch and records management system. This legacy product is set to expire in 2026 and will no longer be supported by parent company Central Square.
---------------------------	---

2. NEED AND IMPACT OF PROJECT	System manages communications dispatching & records management for police, fire and EMS services. System is a unified platform, enabling coordinated response and info sharing between agencies, disciplines and municipalities.
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
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4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)

Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
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6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Cost estimate was supplied by Central Square.
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$500,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$500,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$500,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Police Department
CIP NAME:	Motorola WatchGuard Body Camera Sys

CIP NUMBER: (DEPT-YR-#)	BPD-FY25-002
DEPARTMENT NUMBER	002
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$80,515
ESTIMATED COST FY2025	\$80,515
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$80,515
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Purchase of Watch Guard body camera system
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Existing Watch Guard system is at end of life. Watch Guard will no longer sell or deploy any software or hardware associated with the system. This includes body cameras, servers, docking systems.
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	0
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	CoB	CoB	100%	\$80,515	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$80,515	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$80,515	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Police Department
CIP NAME:	Training Room Replacement Chairs

CIP NUMBER: (DEPT-YR-#)	BPD-FY25-004
DEPARTMENT NUMBER	004
PROJECT PRIORITY	3

ESTIMATED TOTAL COST	\$20,000
ESTIMATED COST FY2025	\$20,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$20,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Replacement of 65 chairs in the departments training room.
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Current chairs no longer have padding in the seat area. Training times regularly are for extended periods of time such as 8 hours, sitting on these can be very uncomfortable and counterproductive to learning.
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	0
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$20,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$20,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$20,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Public Works
CIP NAME:	1-Vehicle Maintenance 5 Year Vehicle/Eq

CIP NUMBER: (DEPT-YR-#)	DPW-FY25-001
DEPARTMENT NUMBER	001
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$7,349,900
ESTIMATED COST FY2025	\$1,875,000
ESTIMATED COST FY2026-2029	\$5,474,900

CITY SHARE FY2025	\$1,875,000
CITY SHARE FY2026-2029	\$5,474,900

1. DESCRIPTION OF PROJECT	5 year vehicle/equipment replacement program
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Replacing vehicles per their lifecycle
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	15 year CIP replacement program
---	---------------------------------

4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$87,000	\$108,000	\$379,000	\$265,000	\$380,000

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	NA
--	----

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Factory recommended lifecycle and price was obtained by staff
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Includes all City Departments
---	-------------------------------

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	LEAS	0	100%	\$	Likely convert to lease
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Replacement of vehicles/equipment before they become unreliable and nonfunctional.
---	--

10. OTHER INFO:	Previous 5 years were lease purchase on the large purchases and full payment on cars and pickups.
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$985,000	\$1,875,000	\$1,531,400	\$1,475,500	\$1,218,100	\$1,250,000
NON CITY SHARE	\$184,000	\$	\$	\$	\$	\$
CITY SHARE	\$985,000	\$1,875,000	\$1,531,400	\$1,475,500	\$1,218,100	\$1,250,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Public Works
CIP NAME:	2-Street Maintenance - Capital Paving Pro

CIP NUMBER: (DEPT-YR-#)	DPW-FY25-002
DEPARTMENT NUMBER	002
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$4,578,373
ESTIMATED COST FY2025	\$1,875,000
ESTIMATED COST FY2026-2029	\$2,703,373

CITY SHARE FY2025	\$1,541,250
CITY SHARE FY2026-2029	\$2,222,173

1. DESCRIPTION OF PROJECT	Resurfacing of approximately 6 miles of roadway
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Maintaining road surface conditions helps reduce deterioration of the structural base of the road, minimizes future repair costs and improves ride ability
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNGING DOCS:	Capital paving program
--	------------------------

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$561,879	\$500,000	\$388,547	\$470,052	\$750,000

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	Consultants, contractors
--	--------------------------

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Annual program submittal by staff.
---	------------------------------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Generally try to coordinate with CSO Program to perform excavation work prior to paving.
---	--

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	82%	\$1,541,250	
	GRA-ST	GRA-ST	18%	\$333,750	State local roads assistance
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	see #2 above
---	--------------

10. OTHER INFO:	82.2%/17.8% Ratio Estimate
-----------------	----------------------------

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$868,331	\$1,875,000	\$909,296	\$925,746	\$868,331	\$
NON CITY SHARE	\$184,000	\$333,750	\$161,855	\$164,783	\$154,563	\$
CITY SHARE	\$684,331	\$1,541,250	\$747,441	\$760,963	\$713,768	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Public Works
CIP NAME:	3-Recycling 30 Yard Roll-Off Container

CIP NUMBER: (DEPT-YR-#)	DPW-FY25-003
DEPARTMENT NUMBER	003
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$56,925
ESTIMATED COST FY2025	\$18,975
ESTIMATED COST FY2026-2029	\$37,950

CITY SHARE FY2025	\$18,975
CITY SHARE FY2026-2029	\$37,950

1. DESCRIPTION OF PROJECT	New recycling Dumpster 30 yard can
---------------------------	------------------------------------

2. NEED AND IMPACT OF PROJECT	Cans are beyond expected life. Replace cans over a three year period.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Through yearly inspections. Cost through vendor.
---	--

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$18,975	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$18,975	\$18,975	\$18,975	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$18,975	\$18,975	\$18,975	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Public Works
CIP NAME:	4-City-Wide Sidewalks

CIP NUMBER: (DEPT-YR-#)	DPW-FY25-004
DEPARTMENT NUMBER	004
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$487,500
ESTIMATED COST FY2025	\$97,500
ESTIMATED COST FY2026-2029	\$390,000

CITY SHARE FY2025	\$97,500
CITY SHARE FY2026-2029	\$390,000

1. DESCRIPTION OF PROJECT	Sidewalk repair throughout city as needed.
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Public safety
-------------------------------	---------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	NA
---	----

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$91,000

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	NA
--	----

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Per paving program
---	--------------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	NA
---	----

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	70%	\$68,250	0
	GRA-FED	CDBG	30%	\$29,250	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$97,500	\$97,500	\$97,500	\$97,500	\$97,500	\$97,500
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$97,500	\$97,500	\$97,500	\$97,500	\$97,500	\$97,500

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Public Works
CIP NAME:	5-Auto Gate

CIP NUMBER: (DEPT-YR-#)	DPW-FY25-005
DEPARTMENT NUMBER	005
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$60,000
ESTIMATED COST FY2025	\$60,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$18,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Put auto gate on Bus entrance side.
---------------------------	-------------------------------------

2. NEED AND IMPACT OF PROJECT	Security
-------------------------------	----------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$35,000

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Talking with Jeremy Ray. School Department willing to help with some cost of project (70%).
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	30%	\$18,000	0
	SCH	School	70%	\$42,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$60,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$42,000	\$	\$	\$	\$
CITY SHARE	\$	\$18,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Public Works
CIP NAME:	7-Large Overhead Garage Doors

CIP NUMBER: (DEPT-YR-#)	DPW-FY25-007
DEPARTMENT NUMBER	007
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$150,000
ESTIMATED COST FY2025	\$37,500
ESTIMATED COST FY2026-2029	\$112,500

CITY SHARE FY2025	\$37,500
CITY SHARE FY2026-2029	\$112,500

1. DESCRIPTION OF PROJECT	Replace overhead doors through the public works facility.
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Doors are 30 years old.
-------------------------------	-------------------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Quotes through Commercial garage door company. Plan to replace three (3) doors per year over the next four (4) years.
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$37,500	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Start replacing 3 doors yearly before they all need replacement at same time.
---	---

10. OTHER INFO:	0
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$37,500	\$37,500	\$37,500	\$37,500	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$37,500	\$37,500	\$37,500	\$37,500	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Public Works
CIP NAME:	8-GPS Radios

CIP NUMBER: (DEPT-YR-#)	DPW-FY25-008
DEPARTMENT NUMBER	008
PROJECT PRIORITY	3

ESTIMATED TOTAL COST	\$155,000
ESTIMATED COST FY2025	\$155,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$155,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	GPS for Vehicles through radio system
---------------------------	---------------------------------------

2. NEED AND IMPACT OF PROJECT	Will allow city to not pay for cell service for the vehicles
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	N/A
---	-----

4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	N/A
--	-----

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Through the new radio project these were taken out of the oroginal pricing to bring down the total cost of project.
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	N/A
---	-----

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$155,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$155,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$155,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Public Works
CIP NAME:	9-Road Widener

CIP NUMBER: (DEPT-YR-#)	DPW-FY25-009
DEPARTMENT NUMBER	009
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$80,000
ESTIMATED COST FY2025	\$80,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$80,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Road widener will allow city staff to do all gravel shoulder work and loam placement after hot top has been completed. This will speed up projects and completions. Gives for a better quality finish product.
---------------------------	--

2. NEED AND IMPACT OF PROJECT	The city has a lot of paving scheduled in the next 5 years.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Paving Bonds and CIP funding.
---	-------------------------------

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	0
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	50%	\$40,000	0
	BON	0	50%	\$40,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$80,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$80,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Public Works
CIP NAME:	10-DPW Fire Alarm Replacement

CIP NUMBER: (DEPT-YR-#)	DPW-FY25-010
DEPARTMENT NUMBER	010
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$30,000
ESTIMATED COST FY2025	\$30,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$30,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Replace existing Fire Alarm at the Public works facility
---------------------------	--

2. NEED AND IMPACT OF PROJECT	High need as the existing fire alarm trips out weekly. Board is over 30 yeasre old. Parts no longer available.
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Costs were supplied by vendor.
---	--------------------------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$30,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Make sure Fire Department is notified by fire alarm daily 24/7/365
---	--

10. OTHER INFO:	0
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$30,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$30,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Public Works
CIP NAME:	11-DPW Washbay Upgrade

CIP NUMBER: (DEPT-YR-#)	DPW-FY25-011
DEPARTMENT NUMBER	011
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$65,000
ESTIMATED COST FY2025	\$65,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$65,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Replace existing Pressure washer/Lights/Door
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Keep salt off vehicles and equipment for longer life.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Estimate by vendors
---	---------------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	All departments use wash bay.
---	-------------------------------

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$65,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Life span of equipment
---	------------------------

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$65,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$65,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Public Works
CIP NAME:	12-DPW Recycling Cardboard/Paper Stor

CIP NUMBER: (DEPT-YR-#)	DPW-FY25-112
DEPARTMENT NUMBER	112
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$18,975
ESTIMATED COST FY2025	\$18,975
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$18,975
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Recover Cardboard storage with stronger vinyl material. Roof of storage unit requires replacement over time as it is made of a plastic/fabric material.
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Keep items dry for sales.
-------------------------------	---------------------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	N/A
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4. YEARS PREVIOUSLY ON THE BIDD CIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	N/A
--	-----

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Vendor.
---	---------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Exterior material has a 7-10 year life expectancy.
---	--

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$18,975	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$18,975	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$18,975	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Recreation
CIP NAME:	Clifford Park

CIP NUMBER: (DEPT-YR-#)	REC-FY25-001
DEPARTMENT NUMBER	001
PROJECT PRIORITY	4

ESTIMATED TOTAL COST	\$130,000
ESTIMATED COST FY2025	\$55,000
ESTIMATED COST FY2026-2029	\$75,000

CITY SHARE FY2025	\$55,000
CITY SHARE FY2026-2029	\$75,000

1. DESCRIPTION OF PROJECT	Includes, court repair, refurbish, trail work, playground repair, wayfinding, additional trail work for the new acreage.
---------------------------	--

2. NEED AND IMPACT OF PROJECT	General upkeep and improvements.
-------------------------------	----------------------------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	N/A
---	-----

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$7,000	\$	\$6,000	\$6,000	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	N/A
--	-----

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	In house estimates.
---	---------------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	N/A
---	-----

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$130,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$55,000	\$25,000	\$30,000	\$	\$20,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$55,000	\$25,000	\$30,000	\$	\$20,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Recreation
CIP NAME:	Community Center Playground

CIP NUMBER: (DEPT-YR-#)	REC-FY25-002
DEPARTMENT NUMBER	002
PROJECT PRIORITY	0

ESTIMATED TOTAL COST	\$68,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$68,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$68,000

1. DESCRIPTION OF PROJECT	Community Center Playground upgrades and replacement.
---------------------------	---

2. NEED AND IMPACT OF PROJECT	As the only playground available in the area (closest playground Clifford Park), the densely populated area provides few options for children to safely play in a public space.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	N/A
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4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	New playground equipment.
--	---------------------------

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Identified need by staff.
---	---------------------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	This improvement is tied to a decision on Kennedy School.
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$68,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	68000
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$68,000	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$68,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Recreation
CIP NAME:	Doran Field

CIP NUMBER: (DEPT-YR-#)	REC-FY25-003
DEPARTMENT NUMBER	003
PROJECT PRIORITY	0

ESTIMATED TOTAL COST	\$30,000
ESTIMATED COST FY2025	\$20,000
ESTIMATED COST FY2026-2029	\$10,000

CITY SHARE FY2025	\$20,000
CITY SHARE FY2026-2029	\$10,000

1. DESCRIPTION OF PROJECT	Field reconfiguration, facility completion, elimination of aged playground, relocation of batting cage, dugout repairs.
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Supports continued work on field improvements.
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	N/A
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4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$10,000	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	N/A
--	-----

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	In house estimates and field study.
---	-------------------------------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	School department is funding and constructing the restrooms-press box and have also installed a new scoreboard to support the home field for BHS Softball.
---	--

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$30,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$20,000	\$	\$	\$10,000	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$20,000	\$	\$	\$10,000	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Recreation
CIP NAME:	Pool Beach Access

CIP NUMBER: (DEPT-YR-#)	REC-FY25-004
DEPARTMENT NUMBER	004
PROJECT PRIORITY	0

ESTIMATED TOTAL COST	\$75,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$75,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$75,000

1. DESCRIPTION OF PROJECT	Update ADA ramp, create City vehicle access and parkinglot reconfiguration
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Update ramp to improve conditions and access to bathhouse and improve parking and traffic flow in part due to the increased size of vehicles.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	N/A
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4. YEARS PREVIOUSLY ON THE BIDD CIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	In-house estimate. Work involves pulling out ramps and reconfiguring access.
---	--

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$75,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$75,000	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$75,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Recreation
CIP NAME:	Rotary Park Complex

CIP NUMBER: (DEPT-YR-#)	REC-FY25-005
DEPARTMENT NUMBER	005
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$75,000
ESTIMATED COST FY2025	\$75,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$75,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	New Master Plan for Rotary Park
---------------------------	---------------------------------

2. NEED AND IMPACT OF PROJECT	0
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	N/A
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4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$75,000

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	N/A
--	-----

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	0
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	Reserve	100%	\$75,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$75,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$75,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Recreation
CIP NAME:	Shevenell Park

CIP NUMBER: (DEPT-YR-#)	REC-FY25-006
DEPARTMENT NUMBER	006
PROJECT PRIORITY	0

ESTIMATED TOTAL COST	\$185,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$185,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$185,000

1. DESCRIPTION OF PROJECT	Park Renovation.
---------------------------	------------------

2. NEED AND IMPACT OF PROJECT	Park is outdated, ground is uneven due to mature trees creating tripping hazards. Year one funds are for design work.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Initial plans 2005.
---	---------------------

4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	N/A
--	-----

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Originated from Recreation Commission, was identified from HOB as well along with the Adopt-A Park. With efforts to improve downtown core.
---	--

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	N/A
---	-----

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$185,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	Set up as a reserve account to complete work in 2027.
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$35,000	\$150,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$35,000	\$150,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Recreation
CIP NAME:	St Louis Field Complex

CIP NUMBER: (DEPT-YR-#)	REC-FY25-007
DEPARTMENT NUMBER	007
PROJECT PRIORITY	5

ESTIMATED TOTAL COST	\$2,180,000
ESTIMATED COST FY2025	\$380,000
ESTIMATED COST FY2026-2029	\$1,800,000

CITY SHARE FY2025	\$380,000
CITY SHARE FY2026-2029	\$1,800,000

1. DESCRIPTION OF PROJECT	Field #1 seating, perimeter fencing replacement on Hill, West & Prospect Streets, Field #2 bleacher replacement, Irrigation in Field #1, Restroom renovations.
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Site Development
-------------------------------	------------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Field study 2017 and Field plans from Weston & Sampson 2021.
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4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$75,000	\$	\$151,000	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	N/A
--	-----

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Weston & Sampson estimates.
---	-----------------------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$2,200,000	Year one seating field I, Year two
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	Multi-year project.
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$380,000	\$450,000	\$450,000	\$450,000	\$450,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$380,000	\$450,000	\$450,000	\$450,000	\$450,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Recreation
CIP NAME:	Community Center Myrtle Street Lot

CIP NUMBER: (DEPT-YR-#)	REC-FY25-008
DEPARTMENT NUMBER	008
PROJECT PRIORITY	0

ESTIMATED TOTAL COST	\$85,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$85,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$85,000

1. DESCRIPTION OF PROJECT	Regrade and pave myrtle Street lot.
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2. NEED AND IMPACT OF PROJECT	Lot in disrepair.
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
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4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	Contract Services
---	-------------------

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Project has been needed for many years.
--	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	JR Martin Community Center Improvements REC-FY25-22, Community Center UST Removal/Replacement REC-FY25-23. The UST work should be completed before any surface lot work is completed to ensure improvements are performed in a logical sequence.
--	--

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$85,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
--	---

10. OTHER INFO:	Should have a decision on Kennedy School before committing. Current USTs have exceeded warranty requiring ongoing tank inspection/testing.
------------------------	--

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$85,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$85,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Recreation
CIP NAME:	Disc Golf- Reconfiguration-Expansion

CIP NUMBER: (DEPT-YR-#)	REC-FY25-009
DEPARTMENT NUMBER	009
PROJECT PRIORITY	0

ESTIMATED TOTAL COST	\$20,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$20,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Expansion of the 9 hole disc golf course to a 18 hole course.
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Expands the already successful course to enhance the park experience for those involved in the sport. An expanded course would also allow for tournament play.
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
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4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	None
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6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	In-house estimate. Original design from private funding.
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	Gra	SRF	100%	\$20,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$20,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$20,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Recreation
CIP NAME:	Pump Station Rehab-Rotary Park

CIP NUMBER: (DEPT-YR-#)	REC-FY25-010
DEPARTMENT NUMBER	010
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$90,000
ESTIMATED COST FY2025	\$90,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$90,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Replacing the sewage pumps at the Rotary Park bathhouse.
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2. NEED AND IMPACT OF PROJECT	The bathhouse serves a great number of people through the season not just beach goers but also camp programs, youth football along with other programs.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff at the treatment plant have identified these pumps as in danger of failing. If this occurs it could cause the bathhouse to be shutterd and require multiple trips from the vac truck to maintain the facility during a season they are alredy very busy.
---	--

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$90,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Concern over the aged pumps failing by wastewater staff.
---	--

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$90,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$90,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Recreation
CIP NAME:	JR Martin Community Center Improvement

CIP NUMBER: (DEPT-YR-#)	REC-FY25-011
DEPARTMENT NUMBER	011
PROJECT PRIORITY	5

ESTIMATED TOTAL COST	\$1,677,790
ESTIMATED COST FY2025	\$150,000
ESTIMATED COST FY2026-2029	\$1,527,790

CITY SHARE FY2025	\$150,000
CITY SHARE FY2026-2029	\$1,527,790

1. DESCRIPTION OF PROJECT	Upgrades and upkeep of Community Center. To include new windows, flooring, security system, sealing brick exterior, 4 heat pumps and boiler change over to natural gas
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Age of building and heating system. Renovation has been contemplated for several years. Kennedy School decisions will impact the timing of this project.
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELATED PLANNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDD CIP; FUNDING REC'D IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Rec'd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Vendor quotes
---	---------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Community Center Myrtle Street Lot REC-FY25-018, Community Center UST Removal REC-FY25-23
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$1,677,790	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	Project timing will depend on Kennedy School Decisions. Consider FY25 contingency for boiler work or other age/condition related event. If contingency reserves are not expended they would roll into FY27 funding.
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$150,000	\$150,000	\$1,377,790	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$150,000	\$150,000	\$1,377,790	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Recreation
CIP NAME:	Community Center UST Removal

CIP NUMBER: (DEPT-YR-#)	REC-FY25-012
DEPARTMENT NUMBER	012
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$100,000
ESTIMATED COST FY2025	\$100,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$100,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Underground tank removal and replacement at the community center
---------------------------	--

2. NEED AND IMPACT OF PROJECT	30-year warranty is up in 2024. Based on MeDEP rules the tank may remain active but there will be increased monitoring and testing required. If the tanks fail a test the tanks will need to be decommissioned.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNG DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Vendor quote
---	--------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	The tak removal is linked to the JR Martin Community Center Improvenments REC-FY25-22 and Community Center Myrtle Stret Lot REC-FY25-018 CIPs as well as a decision on the Kennedy School.
---	--

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$100,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$100,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$100,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Recreation
CIP NAME:	Rotary Park Dog Park Drainage

CIP NUMBER: (DEPT-YR-#)	REC-FY25-013
DEPARTMENT NUMBER	013
PROJECT PRIORITY	3

ESTIMATED TOTAL COST	\$45,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$45,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$45,000

1. DESCRIPTION OF PROJECT	Stormwater pooling at base of dog park. Design runoff filtration system to reduce pooling.
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Solving the pooling problem requires manage of stormwater runoff into Thatcher Brook with particular attention to managing dog waste.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Internal staff - public works and City Engineer
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$45,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$45,000	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$45,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Technology
CIP NAME:	PC's for Citrix Replacement-Update

CIP NUMBER: (DEPT-YR-#)	TEC-FY25-001
DEPARTMENT NUMBER	001
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$32,700
ESTIMATED COST FY2025	\$32,700
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$32,700
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Purchase PC's for all remaining Citrix users to end Citrix (ThinClient) environment.
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Covid changed the way we do things and our Citrix environment is now under utilized.
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNGING DOCS:	Moving away from Citrix Thinclients to Suface Books will eliminate separate virus software for 35 users and separate Citrix licensing fees in 21111-60315 (Citrix Subscription Advantage & Citrix File Share) for a total of \$11,500. The three (3) virtual Citrix servers can be eliminated. Although as virtual servers there is no cost reduction this does free up network server space and memory.
--	--

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	PCs, docing stations and video cables for SurfaceBooks.
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Cost is based on current costs
---	--------------------------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	This effects multipale departments
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	In the post-Covid environment mobility is essential. By moving away from Thinclients users have mobile platforms. We also reduce the complexity of the network by eliminating virtual servers. MS Suface Books are also cost effective and available paltforms for existing employees using the Citrix evironment.
---	--

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$32,700	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$32,700	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Technology
CIP NAME:	Video Camera Upgrade - Federal Compliance

CIP NUMBER: (DEPT-YR-#)	TEC-FY25-002
DEPARTMENT NUMBER	002
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$38,342
ESTIMATED COST FY2025	\$38,342
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$17,950
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Federal requirements specify various security cameras must be compliant with certain security standards. The cameras at the airport and at the Community Center require upgrades.
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Compliance with federal security standards at time of replacement/upgrade.
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELATED PLANNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	Physical equipment
--	--------------------

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Costs obtained from vendor quote with 15% contingency to account for possible price increase through July 1, 2024. Community Center cameras near end of life and evaluating upgrade. The airport also utilizes security cameras that do not meet security specifications. Both locations bundled into one project. Price estimate also includes replacement of existing camera storage hard drives with 8 TB drives (for use across the city).
---	--

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	0	%	\$17,950	0
	FUN	0	%	\$20,392	Airport Fund
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	Airport equipment may be eligible for FAA grant funding.
-----------------	--

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$38,342	\$	\$	\$	\$
NON CITY SHARE	\$	\$20,392	\$	\$	\$	\$
CITY SHARE	\$	\$17,950	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	CSO Masterplan Projects -Update

CIP NUMBER: (DEPT-YR-#)	WWT-FY25-001
DEPARTMENT NUMBER	001
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$40,869,800
ESTIMATED COST FY2025	\$4,443,400
ESTIMATED COST FY2026-2029	\$17,773,600

CITY SHARE FY2025	\$3,110,380
CITY SHARE FY2026-2029	\$12,441,520

1. DESCRIPTION OF PROJECT	17 separation and storm water expansion projects needed to comply with current ten year draft of CSO Masterplan for DEP
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Continued sewer separation work
-------------------------------	---------------------------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	CSO Master Plan Phase III
---	---------------------------

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Consultants
---	-------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Stormwater/Engineering
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	Grant	DEP	30%	\$1,333,020	Estimated DEP match
	CoB	CoB	70%	\$3,110,380	City Match
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Required to comply with CSO Master Plan (dependent upon final terms of pending DEP Consent Agreement)
---	---

10. OTHER INFO:	For details, refer to list of projects in the draft CSO Master Plan
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$4,443,400	\$4,443,400	\$4,443,400	\$4,443,400	\$45,313,200
NON CITY SHARE	\$	\$1,333,020	\$1,333,020	\$1,333,020	\$1,333,020	\$13,593,960
CITY SHARE	\$	\$3,110,380	\$3,110,380	\$3,110,380	\$3,110,380	\$31,719,240

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Home Depot and SMMC Pump Station Up

CIP NUMBER: (DEPT-YR-#)	WWT-FY25-002
DEPARTMENT NUMBER	002
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$100,000
ESTIMATED COST FY2025	\$100,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$100,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Upgrades to two pump stations that serve RT 111
----------------------------------	---

2. NEED AND IMPACT OF PROJECT	Support Current development (Devine Project - Andrews Rd)
--------------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
--	---

4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	Pumps, Drives, Instrumentation
---	--------------------------------

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Vendor Quotes
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Engineering/Planning
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	1%	\$100,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Provide sewer services for upcoming development
--	---

10. OTHER INFO:	An engineering study confirmed that pump stations are at capacity and cannot receive additional flows without upgrades
------------------------	--

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$100,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$100,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Climate Resiliency/Adaptation-Update

CIP NUMBER: (DEPT-YR-#)	WWT-FY25-003
DEPARTMENT NUMBER	003
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$125,000
ESTIMATED COST FY2025	\$25,000
ESTIMATED COST FY2026-2029	\$100,000

CITY SHARE FY2025	\$5,000
CITY SHARE FY2026-2029	\$100,000

1. DESCRIPTION OF PROJECT	Perform study and needed changes for climate impacts on sewer infrastructure
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Continued increase of high tides and extreme weather events
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Climate Action Plan
---	---------------------

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Costs for study from surrounding communities
---	--

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	Grant	DEP	80%	\$20,000	Possible CAP study grant available
	COB	COB	20%	\$5,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Weather data and flows show trend of increased intense precipitation
---	--

10. OTHER INFO:	\$25,000 for study. \$100,000 as a place holder for projects following study recommendation. Actual costs unknown until study is completed. CIP will be updated as data becomes available.
-----------------	--

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$25,000	\$	\$100,000	\$	\$
NON CITY SHARE	\$	\$20,000	\$	\$	\$	\$
CITY SHARE	\$	\$5,000	\$	\$100,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Private Consultant Design Services (CSO)
ESTIMATED TOTAL COST	\$1,500,000
ESTIMATED COST FY2025	\$250,000
ESTIMATED COST FY2026-2029	\$1,000,000

CIP NUMBER: (DEPT-YR-#)	WWT-FY25-004
DEPARTMENT NUMBER	004
PROJECT PRIORITY	1
CITY SHARE FY2025	\$250,000
CITY SHARE FY2026-2029	\$1,000,000

1. DESCRIPTION OF PROJECT	Engineering for CSO projects for design ahead of construction.
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Continued sewer separation work
-------------------------------	---------------------------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	CSO Master Plan Phase III
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4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
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6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff Estimates
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Stormwater/Engineering
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	BON-GO	0	100%	\$250,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Needed to continue to develop and plan for separation projects. Actual expenses dependent upon final CSO Consent Agreement.
---	---

10. OTHER INFO:	0
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	CSO Phase III Master Plan Development

CIP NUMBER: (DEPT-YR-#)	WWT-FY25-005
DEPARTMENT NUMBER	005
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$650,000
ESTIMATED COST FY2025	\$150,000
ESTIMATED COST FY2026-2029	\$250,000

CITY SHARE FY2025	\$150,000
CITY SHARE FY2026-2029	\$250,000

1. DESCRIPTION OF PROJECT	Admin, Coordination, Modeling for CSO Master Plan
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2. NEED AND IMPACT OF PROJECT	Continued sewer separation work
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	CSO Master Plan Phase III
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4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
---	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff Estimates
--	-----------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Stormwater/Engineering
--	------------------------

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	BON-GO	0	100%	\$150,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Needed to continue to develop and plan for separation projects
--	--

10. OTHER INFO:	Ongoing planning costs to be set aside as a reserve for \$50,000 per year FY27 and forward until sewer separation work completed.
------------------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$150,000	\$100,000	\$50,000	\$50,000	\$300,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$150,000	\$100,000	\$50,000	\$50,000	\$300,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	GIS Mapping-Update

CIP NUMBER: (DEPT-YR-#)	WWT-FY25-006
DEPARTMENT NUMBER	006
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$375,000
ESTIMATED COST FY2025	\$125,000
ESTIMATED COST FY2026-2029	\$250,000

CITY SHARE FY2025	\$125,000
CITY SHARE FY2026-2029	\$250,000

1. DESCRIPTION OF PROJECT	Sewer and Storm Mapping and GIS
---------------------------	---------------------------------

2. NEED AND IMPACT OF PROJECT	O&M, SSES, asset management of collections system
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Wastewater O&M Plan, CSO Master Plan Phase III
---	--

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	Services of consultant required to provide staff for GIS data collection.
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff Estimates
---	-----------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Stormwater/Engineering
---	------------------------

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$125,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Accurate mapping needed for modeling and planning for continued CSO planning
---	--

10. OTHER INFO:	GIS maps were built from the 1970s Jordan maps. Parts of the sewer/storm system have been field verified. Staff lacks the resources to collect data needed to complete the map. Current pace will require 15-20 yrs to complete.
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$125,000	\$125,000	\$125,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$125,000	\$125,000	\$125,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Winding Creek Pump Station Upgrades-L

CIP NUMBER: (DEPT-YR-#)	WWT-FY25-010
DEPARTMENT NUMBER	010
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$40,000
ESTIMATED COST FY2025	\$40,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$40,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Upgrades to Winding Creek Pump Station to increase capacity
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Support current development
-------------------------------	-----------------------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
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4. YEARS PREVIOUSLY ON THE BIDDICIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	Pumps, Drives, Instrumentation, Force Main replacement
--	--

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Vendor Quotes
---	---------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Engineering/Planning
---	----------------------

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$40,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	New development on Winding Creek has already been approved and is in the works. Existing infrastructure does not have capacity to handle additional flows.
---	--

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$40,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$40,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Lower Main Brick Storm Rehab/Lining-Up

CIP NUMBER: (DEPT-YR-#)	WWT-FY25-011
DEPARTMENT NUMBER	011
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$150,000
ESTIMATED COST FY2025	\$150,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$150,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Repairing storm drain on north side of Main st from Alfred to Water
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Expand storm water capacity to accommodate sewer separation
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNG DOCS:	CSO Master Plan Phase III
---	---------------------------

4. YEARS PREVIOUSLY ON THE BIDD CIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Vendor Quotes
---	---------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Stormwater/Engineering
---	------------------------

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	BON-GO	0	10000%	\$150,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	As more stormwater is removed from the sewers, additional stormwater capacity is needed.
---	--

10. OTHER INFO:	CIPP lining
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$150,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$150,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Private I/I Removal-Update

CIP NUMBER: (DEPT-YR-#)	WWT-FY25-012
DEPARTMENT NUMBER	012
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$2,700,000
ESTIMATED COST FY2025	\$300,000
ESTIMATED COST FY2026-2029	\$1,500,000

CITY SHARE FY2025	\$300,000
CITY SHARE FY2026-2029	\$1,500,000

1. DESCRIPTION OF PROJECT	Inspections and/or removal of private roof drains and sump pumps
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Private storm and groundwater connections are a significant portion of CSO volumes
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNG DOCS:	Future CSO Master Plan
---	------------------------

4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	Inspectors
--	------------

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff Estimates
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Codes/Engineering/Public Outreach
---	-----------------------------------

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$300,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Engineering CSO report states that public sewer separation alone will not be enough to eliminate CSO overflows unless private sources are also removed
---	--

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$300,000	\$300,000	\$300,000	\$300,000	\$1,500,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$300,000	\$300,000	\$300,000	\$300,000	\$1,500,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Updating PLC-Update

CIP NUMBER: (DEPT-YR-#)	WWT-FY25-013
DEPARTMENT NUMBER	013
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$40,000
ESTIMATED COST FY2025	\$20,000
ESTIMATED COST FY2026-2029	\$20,000

CITY SHARE FY2025	\$20,000
CITY SHARE FY2026-2029	\$20,000

1. DESCRIPTION OF PROJECT	Replacing Programmable Logic Controllers at WWTF
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Equipment was installed in 1998 and is no longer supported
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNGING DOCS:	Wastewater Asset Management Plan
--	----------------------------------

4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Vendor Quotes
---	---------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$20,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Equipment is critical to operation of WWTF and compliance with MEPDES permits
---	---

10. OTHER INFO:	6 of 8 PLCs have already been updated.
-----------------	--

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$20,000	\$20,000	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$20,000	\$20,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Biddeford Pool Treatment Plant Generator

CIP NUMBER: (DEPT-YR-#)	WWT-FY25-014
DEPARTMENT NUMBER	014
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$80,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$80,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$80,000

1. DESCRIPTION OF PROJECT	Replacement of existing generator at Biddeford Pool WWTF. Current unit is 25-yr old.
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Backup power for critical infrastructure
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Wastewater Asset Management Plan
---	----------------------------------

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff Estimates
---	-----------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	PW Garage
---	-----------

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$80,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Frequency of failure has increase in recent years. Generator is nearing the end of it's life expectancy
---	---

10. OTHER INFO:	If the WWTF is without power for an extended length of time (flow dependent) untreated sewage overflows onto Stone Cliff Road.
-----------------	--

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$80,000	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$80,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Bernard Pump Station Generator-Update

CIP NUMBER: (DEPT-YR-#)	WWT-FY25-015
DEPARTMENT NUMBER	015
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$100,000
ESTIMATED COST FY2025	\$100,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$100,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Purchase and Installation of new generator at Bernard Pump station
----------------------------------	--

2. NEED AND IMPACT OF PROJECT	Backup power for critical infrastructure
--------------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Wastewater Asset Management Plan
--	----------------------------------

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	Generator
---	-----------

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff Estimates
--	-----------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Combine with CIP WWT-FY25-014, Biddeford Pool WWTP Generator for possible price benefit.
--	--

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$100,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	The Bernard station is over capacity. If power is lost, the high level alarm is active within 15 minutes. If crews are not able to get fast enough, untreated sewage spills into the road.
--	--

10. OTHER INFO:	0
------------------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$100,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$100,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Replacement of Home Depot Pump Station

CIP NUMBER: (DEPT-YR-#)	WWT-FY25-016
DEPARTMENT NUMBER	016
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$1,100,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$1,100,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$1,100,000

1. DESCRIPTION OF PROJECT	Replacement of force main for Home Depot Pump Station
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Support future development
-------------------------------	----------------------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
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4. YEARS PREVIOUSLY ON THE BIDD CIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	5,000 ft of new force main
--	----------------------------

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff Estimates
---	-----------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Engineering/Planning
---	----------------------

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$1,100,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Second phase of increasing sewer services on 111
---	--

10. OTHER INFO:	Engineering study showed that the first stage will provide just enough capacity to handle flows from projects already in development. If additional grow is expected, the force main must be replaced with a larger pipe.
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$1,100,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$1,100,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	WWTF Modifications for Nitrogen Removal

CIP NUMBER: (DEPT-YR-#)	WWT-FY25-017
DEPARTMENT NUMBER	017
PROJECT PRIORITY	3

ESTIMATED TOTAL COST	\$200,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$200,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$200,000

1. DESCRIPTION OF PROJECT	Improvements to WWTF to meet future permit limits
---------------------------	---

2. NEED AND IMPACT OF PROJECT	CONTINGENCY - New permits will likely involve nitrogen limits the current facility will not consistently meet.
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Wastewater Asset Management Plan
---	----------------------------------

4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	Mixers, controls, instrumentation
--	-----------------------------------

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Vendor Quotes
---	---------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	GRA-ST	DEP	85%	\$170,000	0
	COB	COB	15%	\$30,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	New permit cycle begins in 2026
---	---------------------------------

10. OTHER INFO:	0
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$200,000	\$	\$	\$
NON CITY SHARE	\$	\$	\$170,000	\$	\$	\$
CITY SHARE	\$	\$	\$30,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Effluent Flow Meter-Update

CIP NUMBER: (DEPT-YR-#)	WWT-FY25-018
DEPARTMENT NUMBER	018
PROJECT PRIORITY	3

ESTIMATED TOTAL COST	\$80,000
ESTIMATED COST FY2025	\$80,000
ESTIMATED COST FY2026-2029	\$

CITY SHARE FY2025	\$80,000
CITY SHARE FY2026-2029	\$

1. DESCRIPTION OF PROJECT	Replace WWTF flow meter
---------------------------	-------------------------

2. NEED AND IMPACT OF PROJECT	Flow meter critical for controlling equipment and reporting to DEP
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Wastewater Asset Management Plan
---	----------------------------------

4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff Estimates
---	-----------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$80,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Existing flow meter installed in 1998 and has required more frequent repairs in recent years
---	--

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$80,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$80,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Home Depot Generator-Update

CIP NUMBER: (DEPT-YR-#)	WWT-FY25-019
DEPARTMENT NUMBER	019
PROJECT PRIORITY	3

ESTIMATED TOTAL COST	\$ 126,500
ESTIMATED COST FY2025	\$ 126,500
ESTIMATED COST FY2026-2029	\$ -

CITY SHARE FY2025	\$ 126,500
CITY SHARE FY2026-2029	\$ -

1. DESCRIPTION OF PROJECT	Purchase and Installation of generator at Home Depot Pump station.
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2. NEED AND IMPACT OF PROJECT	Backup power for critical infrastructure
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Wastewater Asset Management Plan
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4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
Funding Recd		\$ -	\$ -	\$ -	\$ -	\$ -

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	Generator
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6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff Estimates
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Bernar Ave Generator WWT-FY25-015; Biddeford Pool WWTP Generator WWT-FY25-014
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$ 126,500	0
	0	0	0%	\$ -	0
	0	0	0%	\$ -	0
	0	0	0%	\$ -	0
	0	0	0%	\$ -	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	As more development takes place in this sewer shed, acceptable response times for backup power get shorter. Currently pump station has no back up power.
---	--

10. OTHER INFO:	Consider combining with Bernard Ave and Biddeford Pool WWTP generator projects for price benefit.
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$ -	\$ 126,500	\$ -	\$ -	\$ -	\$ -
NON CITY SHARE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CITY SHARE	\$ -	\$ 126,500	\$ -	\$ -	\$ -	\$ -

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	CSO09 Tank Pumps (Mechanics Park)-U

CIP NUMBER: (DEPT-YR-#)	WWT-FY25-020
DEPARTMENT NUMBER	020
PROJECT PRIORITY	4

ESTIMATED TOTAL COST	\$50,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$50,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$50,000

1. DESCRIPTION OF PROJECT	Replacement of two pumps in CSO09 Storage Tank on Water st
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Pumps installed in 1998 and are reaching the end of their life expectancy
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Wastewater Asset Management Plan
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4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	Pumps
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6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Vendor Quotes
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$50,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Pumps are 25 years old
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10. OTHER INFO:	Pumps CSO water from storage tanks to WWTF
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$50,000	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$50,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	CSO Storage Tank - Diamond Lot-Update

CIP NUMBER: (DEPT-YR-#)	WWT-FY25-021
DEPARTMENT NUMBER	021
PROJECT PRIORITY	4

ESTIMATED TOTAL COST	\$2,000,000
ESTIMATED COST FY2025	\$1,500,000
ESTIMATED COST FY2026-2029	\$500,000

CITY SHARE FY2025	\$300,000
CITY SHARE FY2026-2029	\$100,000

1. DESCRIPTION OF PROJECT	Installation of CSO storage at Diamond Lot
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Reduction in CSO overflows. Project is contingent upon final version of CSO Consent Agreement with DEP.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	CSO Master Plan Phase III
---	---------------------------

4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	Tanks, Pumps, Controls, Instrumentation
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Consultants
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Engineering
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	20%	\$400,000	0
	GRA-ST	DEP	80%	\$1,600,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	May be required by DEP as part of CSO Master Plan
---	---

10. OTHER INFO:	Requirement is pending results of current CSO project list.
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$1,500,000	\$500,000	\$	\$	\$
NON CITY SHARE	\$	\$1,200,000	\$400,000	\$	\$	\$
CITY SHARE	\$	\$300,000	\$100,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	CSO09 Valve and Actuator Replacement

CIP NUMBER: (DEPT-YR-#)	WWT-FY25-022
DEPARTMENT NUMBER	022
PROJECT PRIORITY	4

ESTIMATED TOTAL COST	\$85,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$85,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$85,000

1. DESCRIPTION OF PROJECT	Replacement of 5 valves and actuators at CSO09 Storage Tank on Water St
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Valves and actuators installed in 1998.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Wastewater Asset Management Plan
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4. YEARS PREVIOUSLY ON THE BIDDCIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	5 valves, actuators, controls
--	-------------------------------

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Vendor Quotes
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$85,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Nearing the end of life expectancy
---	------------------------------------

10. OTHER INFO:	Current system does not allow for automaton and must be manually operated on site. New system would allow for automated pumping of stored CSO water to WWTF.
-----------------	--

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$85,000	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$85,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Sludge Tank Lining-Update

CIP NUMBER: (DEPT-YR-#)	WWT-FY25-023
DEPARTMENT NUMBER	023
PROJECT PRIORITY	4

ESTIMATED TOTAL COST	\$60,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$60,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$60,000

1. DESCRIPTION OF PROJECT	Geopolymer lining of two sludge storage tanks at WWTF
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Aggregate in concrete tanks is showing and previous liner is failing
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Wastewater Asset Management Plan
---	----------------------------------

4. YEARS PREVIOUSLY ON THE BIDD CIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff Estimates
---	-----------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$60,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Tanks were installed as part of the original plant in 1965 and are in need of repairs
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$	\$60,000	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$	\$60,000	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Expand Capacity on Water St-Update

CIP NUMBER: (DEPT-YR-#)	WWT-FY25-024
DEPARTMENT NUMBER	024
PROJECT PRIORITY	5

ESTIMATED TOTAL COST	\$100,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$100,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$100,000

1. DESCRIPTION OF PROJECT	Connect existing pipes on Water St to expand sewer pipe capacity leading to facility.
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Remove choke point on main sewer trunk.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
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4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff Estimates
---	-----------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Engineering
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	BON-GO	COB	100%	\$100,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Choke point in sewers causes manhole covers to blow off and spill sewer onto Water Street and Main Street during heavy rain events.
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$100,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$100,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY25 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Textile Pump Station Upgrade-Update

CIP NUMBER: (DEPT-YR-#)	WWT-FY25-025
DEPARTMENT NUMBER	025
PROJECT PRIORITY	5

ESTIMATED TOTAL COST	\$650,000
ESTIMATED COST FY2025	\$
ESTIMATED COST FY2026-2029	\$650,000

CITY SHARE FY2025	\$
CITY SHARE FY2026-2029	\$650,000

1. DESCRIPTION OF PROJECT	Full replacement of Textile Pump Station located in the Pepperell Mill
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Equipment nearing the end of it's life expectancy
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Wastewater Asset Management Plan
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4. YEARS PREVIOUSLY ON THE BIDDIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2020	FY2021	FY2022	FY2023	FY2024
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	Pumps, valves, controls, instrumentation
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6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Vendor Quotes
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$650,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

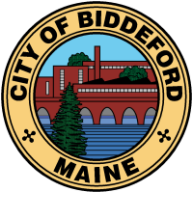
9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Pumps are 32 years old
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2024	FY2025	FY2026	FY2027	FY2028	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$	\$	\$650,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$	\$	\$650,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEED)

City of Biddeford, Maine



The Office of
City Manager

James A. Bennett

Email: jbennett@biddefordmaine.org

MEMORANDUM

TO:	Honorable Mayor Grohman Honorable City Council Capital Projects Committee
FROM:	James A. Bennett, City Manager
DATE:	May 8, 2024
RE:	FY25 Capital Recommendations & CIP

On Tuesday the complete 5 year CIP planning document was posted for today's Capital Projects Committee's meeting. In addition, I have also included my specific recommendations for the use of the \$2,200,000 in capital funding that was included by the Budget Committee within the proposed FY25 budget.

The purpose of this communication is to provide additional information on the recommendations. Like so many other things the past six months, the CIP process established about seven years ago, has gone sideways. As a recap, when the City reinstituted a formal CIP process, the goal was to submit the 5 year planning document to the City Council in the fall. That document would cover the five year period beginning in the upcoming year.

Other than the presentation made in the fall, it would be difficult to classify the remaining process as zealous. The document usually sat on the shelf until the actual budget process started six months later.

During the actual budget process, the formal recommendation of the City Manager for capital expenditures would be included within the budget. Once the budget was adopted, the Capital Projects Committee would meet to deliberate on the formal recommendations. Once their deliberations were completed, the Council would consider the work.

The delivery of the CIP is over 6 months behind the normal routine. After consultation with the Mayor and Council President, it was decided to send the documents without the traditional presentation. In lieu of the presentation, the information contained within will serve that purpose.

Earlier this year, I provided a written update regarding capital funding and anticipated needs. This memo will only focus on updating the information.

Citizen approved borrowed funds are nearly fully expended. Only some limited funding for road paving and sewer work (namely CSO) remains. It is fully expected those funds will be completely spent by the end of next summer. During the next few months, both bodies (Council and Capital Committee) should be considering how to meet the ongoing obligations and needs. The recommendations I have made were significantly influenced by that back drop.

- *Vehicle recommendations include two goals.* First, to once again, not use lease purchases and only use cash. This is the second year in a row that we have not financed vehicle

purchases. In order to increase funding for paving, I have recommending the deferment of a couple of vehicles that we believe can serve the City for another year. I have not included support for any 'additional to the fleet' vehicles. It should be noted that the chassis the new rescue is expected to arrive during FY25. I have included paying cash for that vehicle. The total for vehicle purchases is \$358,000.

- *Waste water funding.* The original submittals last fall for WWTP was done using certain assumptions, namely related to the expected demands from DEP for CSO work. The City still awaits that communication. Additional information regarding system capacity issues requires staff to reconsider the recommendations previously made. The document provided does not include those changes. This work is ongoing and will be provided in the very near future.
- *Engineering:* A significant portion of the engineering requests are related to either borrowed funds and/or work that is related to DEP required CSO work. Hence, these recommendations also will need to be revisited.
- *Paving priority:* The decision to allocate heavily (\$840,000) in paving is to achieve a goal of having enough funds to be able to plan for the paving work in the summer of 2025. Depending on pricing, it is possible that it might allow CSO work to be planned going into the spring of 2026. Jeff is working those numbers now.
- *Playground priority:* Over the last year, the Council has expressed a strong preference to accelerate playground investment. As such, all funding for that department (\$250,000) has been targeted for that purpose. There still remains various carry over funds for other investments within the system that still need to be spent.
- *Pool Beach House:* The funding contained with the recommendation (\$185,000) is additional funding beyond the \$65,000 of insurance proceeds that remain. Together there is \$240,000 available for the project. This includes funds to hook the facility up to the sewer system. This is a conservative number and I am hopeful there will be funding remaining at the end of the project.
- *EMS life pack & AED's:* The funding (\$135,000) is to replace out of date batteries and AED's in the system.
- *Sidewalk repair:* This continues the funding for upgrades in the sidewalk system, to include ADA upgrades (\$65,000). The funding is not intended for new sidewalks in locations that do not have them.

The balance of the recommendation should be easily understood. As always, please let me know if there are questions.