City of Biddeford
City Council
September 21, 2021 6:00 PM Council Chambers and via Zoom:
https://biddeford.zoom.us/j/94042615551?pwd=ZU5ndmUzVW5BQkVLVFE3ckx1K1UyUT09

Passcode: 902320

Or One tap mobile :
US: +13017158592,,94042615551# or +13126266799,,94042615551#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 9128
Webinar ID: 940 4261 5551
International numbers available: https://biddeford.zoom.us/u/abWcEquSw7

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Adjustment(s) to Agenda**
   3.a. Remove Presentation (4.a.)

   3.b. Remove Item (8.b.) 2021.97

4. **Presentation:**
   4.a. Update: Status of Downtown Easements - REMOVED FROM AGENDA

5. **Public Hearing**
   5.a. Saxon Municipal Development and Tax Increment Financing District (TIF)
   9-21-2021 Saxon TIF Public Hearing Notice.docx
   5.b. Sharkey's Arcade Liquor License

6. **Liquor License Consideration**
   6.a. Sharkey's Arcade - 12 Lincoln Street
   9-21-2021 Sharkeys Arcade Liquor License Application.pdf
7. **Consideration of Minutes:**
   7.a. September 7, 2021 Council Meeting Minutes
   9-07-2021 Council Meeting Minutes.docx
8. **Orders of the Day:**
   8.a. 2021.96) Authorization/Saxon Partners Municipal Development and Tax Increment Financing (TIF) District
   9-21-2021 Saxon TIF - ORDER.docx
   9-21-2021 Saxon TIF Application.pdf

9-21-2021 Saxon Partners Credit Enhancement Agreement.docx

8.b. 2021.97) Approval/Union Contract for Public Works Department Non-Supervisory Unit - REMOVED FROM AGENDA

8.c. 2021.98) Declaration of Limited Emergency: Remote Meetings

9-21-2021 Declaration-Limited Emergency-Remote Meetings.doc

9. Public Addressing the Council..(5 minute limit per speaker; 30 minute total time limit)

10. City Manager Report

11. Other Business

12. Council President Addressing the Council

13. Mayor Addressing the Council

14. Adjourn

NOTICE OF PUBLIC HEARING

CITY OF BIDDEFORD MAINE
NOTICE OF PUBLIC HEARING

Regarding

A Municipal Development and Tax Increment Financing District
To Be Known As The

" Saxon Municipal Development and Tax Increment Financing District"

Notice is hereby given that the City of Biddeford will hold a public hearing on

Tuesday, September 21, 2021
at 205 Main Street, Biddeford, ME 04005
and via Zoom
The Public Hearing will be at 6:00 p.m.

The purpose of the public hearing is to receive public comments on the designation of the affordable housing development and tax increment financing district to be known as the Saxon Partners Municipal Development and Tax Increment Financing District (the "District") and the adoption of a development program for the District pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

The proposed District consists of approximately 10.14 acres located at the end of Barra Road, tax map 2 lot 43-1 with portions of map 2 lot 42-1 and map 7 lot 15. The development project will include a complex of approximately 250 units of market rate rental housing.

A copy of the proposed Development Program 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) 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 hearing 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: Whitten, Nan nan.whitten@biddefordmaine.org*. Written comments will be accepted until 4:00 PM on September 21, 2021.

The Biddeford City Council will also allow remote participation in the public hearing using Zoom. Allow your computer to install the free Zoom app to get the best meeting experience. To access the public hearing, please find the Zoom link at www.biddefordmaine.org.

$30?.00
3·26·2021

$10.00 application fee is applicable to all NEW businesses
$60.00 advertising fee for new liquor license applications is an up-front charge

City of Biddeford
BUSINESS LICENSE APPLICATION

BUSINESS NAME: Sharkey's Arcade

Business Address: 23 Lincoln ST **Map** ______ **Lot** ______

Mailing Address: 23 ~~Lafa~~ Lafayette ST Bidd, ME 04005

Business Telephone Number: 207-571-8467

Email Address: ppicard33@aol.com

OWNER/OPERATOR: Paul Marcel Picard

Home Physical Address: 23 La Fayette ST, Biddeford ME 04005

Home Mailing Address: 23 La Fayette ST, Biddeford, ME 04005

Home Telephone Number: 207-272-2265

Applicant(s) Date of Birth: 08-22-1971

[signature] 26 Mar 2021

Applicant's Signature **Date**

Any information provided in this application, which is found to be false, will result in the denial or revocation of this license – per 1 M.R.S.A. 17-A §453.

TYPES OF ENTERTAINMENT: **$150.00 (single/multiple events)**

- ❑ Concert
- ❑ Exhibitions (live performances)
- ❑ Playhouse/Play
- ❑ Circus/Carnival

$150.00 (annual)

- ❑ Indoor Skating Rink
- ❑ Bowling Lanes
- ❑ Theater/Movie House (plus $25.00 per screen)
- ☑ Billiard Room(s) / Arcade
- ❑ Public Firing Range
- ❑ Bottle Club

AUTOMOBILE REPAIR AND/OR GRAVEYARD:

- ❑ Automobile Repair Garage for maintenance **$75.00**
- ❑ Automobile Graveyard **$200.00**

PLACES/DEALERS IN PRODUCTS: **$200.00**

- ❑ Secondhand Dealers
- ❑ Flea Market (for 20 tables; $5 per add'l table)
- ❑ Dealers in gold jewelry, etc.
- ❑ Junk Dealer/Recycling
- ❑ Antique Dealer

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

Division Use Only
License No:
Class: By:
Deposit Date:
Amt. Deposited:
Payment Type:
OK with SOS: Yes ☐ No ☐

Application for an On-Premises License

All Questions Must Be Answered Completely. Please print legibly.

Section I: Licensee/Applicant(s) Information; Type of License and Status

Legal Business Entity Applicant Name (corporation, LLC): Paul Marcel Picard	Business Name (D/B/A): Sharkey's Arcade and Bar LLC
Individual or Sole Proprietor Applicant Name(s): Paul Marcel Picard	Physical Location: 23 Lincoln St Biddeford ME
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different: 23 Layfette St Biddeford ME 0400[illegible]
Mailing address, if different from DBA address: 23 Layfette St Biddeford ME 04005	Email Address: Ppicard33@aol.Com
Telephone #: 207 272 2265 Fax #:	Business Telephone #: 207 571 8467 Fax #:
Federal Tax Identification Number: 86-3100235	Maine Seller Certificate # or Sales Tax #: 121557
Retail Beverage Alcohol Dealers Permit:	Website address:

1. New license or renewal of existing license? ☑ New Expected Start date: May 1, 2021
   ☐ Renewal Expiration Date: May 1, 2022

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:

   Food: 5,000 Beer, Wine or Spirits: 200,000 Guest Rooms: ____________

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

   ☑ Malt Liquor (beer) ☑ Wine ☑ Spirits

4. Indicate the type of license applying for: (choose only one)

☐ Restaurant (Class I, II, III, IV)	☐ Class A Restaurant/Lounge (Class XI)	☐ Class A Lounge (Class X)
☐ Hotel (Class I, II, III, IV)	☐ Hotel – Food Optional (Class I-A)	☐ Bed & Breakfast (Class V)

☐ Golf Course (included optional licenses, please check if apply) ☐ Auxiliary ☐ Mobile Cart
(Class I, II, III, IV)

☑ Tavern (Class IV) ☐ Other: ______________________

☐ Qualified Caterer ☐ Self-Sponsored Events (Qualified Caterers Only)

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:
23 Lafayette ST Biddeford, ME 04005

6. Is the licensee/applicant(s) citizens of the United States? ☑ Yes ☐ No

7. Is the licensee/applicant(s) a resident of the State of Maine? ☑ Yes ☐ No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

☑ Yes ☐ No **If Yes**, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

☐ Yes ☐ No

☑ Not applicable – licensee/applicant(s) is a sole proprietor

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

☐ Yes ☑ No

If yes, please provide details: ______________________________

11. Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☑ No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
Paul Marcel Picard	08-22-1971	Biddeford, ME

Residence address on all the above for previous 5 years

Name Paul m Picard Address: 63 Old Orchard Rd Saco ME 04072

Name Paul m P Picard Address: 72 Foss ST Biddeford ME 04005

Name Paul M Picard Address: 23 Lafayette ST, Biddeford ME 0400[illegible]

Name Address:

13. Will any law enforcement officer directly benefit financially from this license, if issued?

☐ Yes ☑ No

If **Yes**, provide name of law enforcement officer and department where employed:

____

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? ☐ Yes ☑ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: ______________________ Date of Conviction: ______________________

Offense: ______________________ Location: ______________________

Disposition: ____

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? ☐ Yes ☑ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: ______________________ Date of Conviction: ______________________

Offense: ______________________ Location: ______________________

Disposition: ____

16. Has the licensee/applicant(s) formerly held a Maine liquor license? ☑ Yes ☐ No

17. Does the licensee/applicant(s) own the premises? ☐ Yes ☑ No

If No, please provide the name and address of the owner:

Joe Delois

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: ____________

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

3500 Sq FT Bar area 630 sq FT, Pool Tables Video games, dartboards and Pinball machines To be spread out Throughout The rest of The area. 3 BaThrooms Tables & seating areas To be spread out Throughout upstairs Bridge and back parking lot To be set up for corn hole and outdoor seating

20. What is the distance from the premises to the **nearest** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: ST Joseph's Church

Distance: 3/4 of a Mile

Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant 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: 29 March 2021

[signature]

Signature of Duly Authorized Person

Signature of Duly Authorized Person

Paul M Picard

Printed Name Duly Authorized Person

Printed Name of Duly Authorized Person

Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: ______________________________

Who is approving this application? ☐ Municipal Officers of ________________________________

☐ 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 establishment to be licensed 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

This Application will Expire 60 Days from the date of Municipal or County Approval unless submitted to the Bureau

Included below is the section of Maine's liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located.

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant.

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime;

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control;

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;

D-1. Failure to obtain, or comply with the provisions of, a permit for music, dancing or entertainment required by a municipality or, in the case of an unincorporated place, the county commissioners;

E. A violation of any provision of this Title;

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages.

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. Repealed

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause.

4. Repealed

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

Section IV: Terms and Conditions of Licensure as an Establishment that sells liquor for on-premises consumption in Maine

- The licensee/applicant(s) agrees to be bound by and comply with the laws, rules and instructions promulgated by the Bureau.
- The licensee/applicant(s) agrees to maintain accurate records related to an on-premise license as required by the law, rules and instructions promulgated or issued by the Bureau if a license is issued as a result of this application.
    - The licensee/applicant(s) authorizes the Bureau to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also any books, records and returns during the year in which any liquor license is in effect.
- Any change in the licensee's/applicant's licensed premises as defined in this application must be approved by the Bureau in advance.
- All new applicants must apply to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for its Retail Beverage Alcohol Dealers permit. See the TTB's website at https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers for more information.

Section V: Fee Schedule

Filing fee required. In addition to the license fees listed below, a filing fee of $10.00 must be included with all applications.

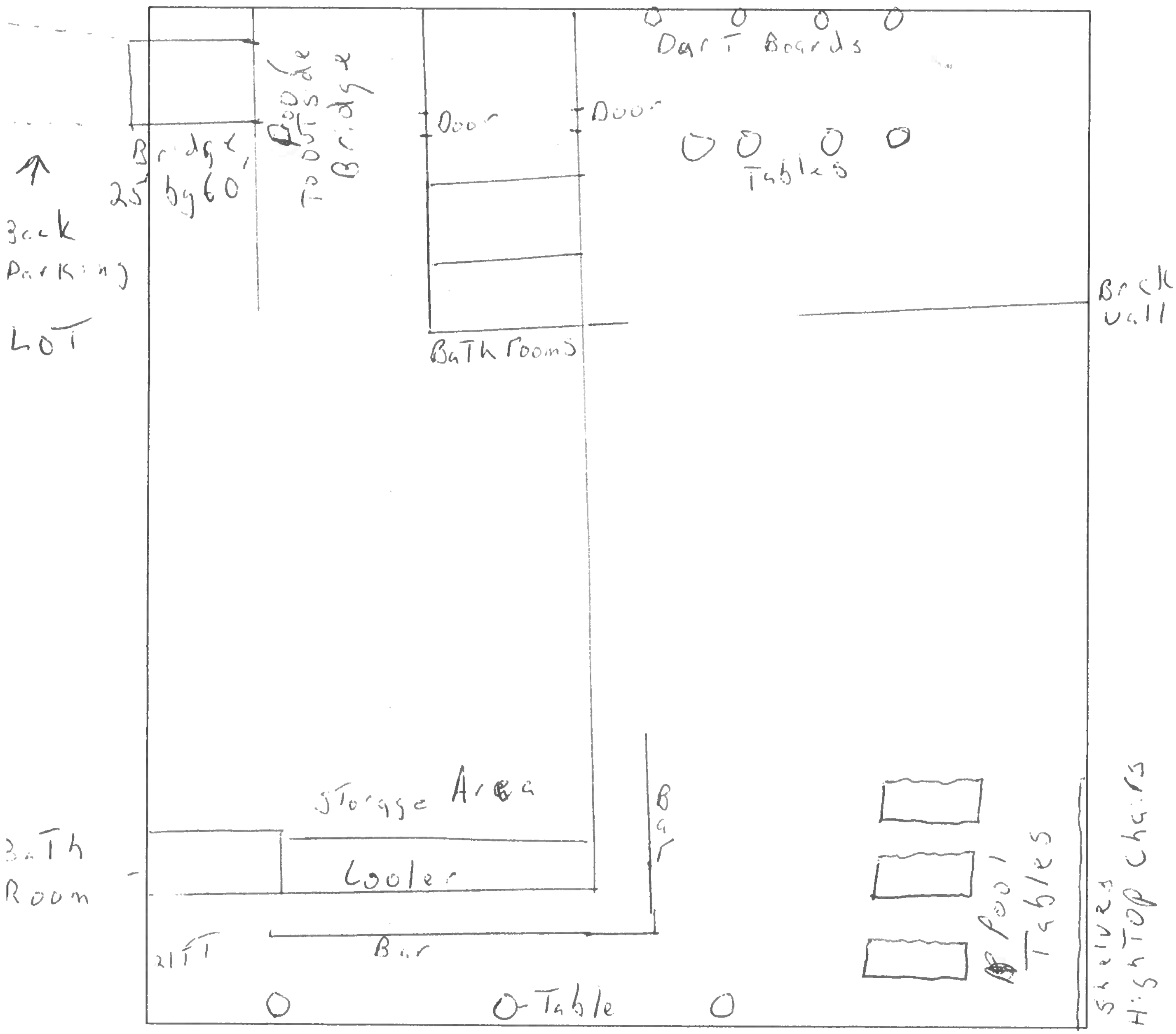
Please note: For Licensees/Applicants in unorganized territories in Maine, the $10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together with the application.

Class of License	Type of liquor/Establishments included	Fee
Class I	**For the sale of liquor (malt liquor, wine and spirits)** This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers	$ 900.00
Class I-A	**For the sale of liquor (malt liquor, wine and spirits)** This class includes only hotels that do not serve three meals a day.	$1,100.00
Class II	**For the Sale of Spirits Only** This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; and Vessels.	$ 550.00
Class III	**For the Sale of Wine Only** This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	$ 220.00
Class IV	**For the Sale of Malt Liquor Only** This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	$ 220.00
Class III and IV	**For the Sale of Malt Liquor and Wine Only** This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	$ 440.00
Class V	**For the sale of liquor (malt liquor, wine and spirits)** This class includes only a Club without catering privileges.	$ 495.00
Class X	**For the sale of liquor (malt liquor, wine and spirits)** This class includes only a Class A Lounge	$2,200.00
Class XI	**For the sale of liquor (malt liquor, wine and spirits)** This class includes only a Restaurant Lounge	$1,500.00

Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.



Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: Sharkey's Arcade and Lounge LLC
2. Doing Business As, if any: __________
3. Date of filing with Secretary of State: 29 mar 2021 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: __________

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Paul M Picard	63 old orchard Rd Saco	082271	Owner	100%
	73 Foss ST Biddeford			
	23 Layfette ST Biddeford			

(Ownership in non-publicly traded companies must add up to 100%.)

COUNCIL MEETING
SEPTEMBER 7, 2021
NOTE: Due to COVID-19, this meeting was held in-person in the Council Chambers, as well as virtually (via ZOOM),

Mayor Casavant called the meeting to order at 6:09 p.m.

Roll Call: William Emhiser, John McCurry, Jr., Stephen St. Cyr, Ashanti Williams, Amy Clearwater, Norman Belanger, Michael Ready, Doris Ortiz, Marc Lessard

The Council and all who were present recited the Pledge of Allegiance.

Adjustments to the Agenda:
Remove Orders 2021.93 and 2021.94

Presentation: **Update on Codes Office Multi-Unit Buildings Inspection Program**
Code Enforcement Officer Roby Fecteau gave an update on the Multi-Unit Buildings Inspection Program, which began in 2016 and includes all buildings with three or more units. Since the inception of the program, this is how many inspections that have been completed:

- Year 1 – 191
- Year 2 – 207
- Year 3 – 178
- Year 4 – 95
- Year 5 – 22 (the number is low due to COVID-19)

This year, 180 notices were sent out to building owners. Staff is working to complete inspections by conducting video inspections. Below is a list of the top violations being discovered:

1. Guardrails on porches/decks
2. Doors in hallways not self-closing and not fire-rated
3. E911 phone number not posted; children's' bedrooms not posted
4. Electrical panels not be labeled
5. Blocked means of egress
6. Windows too small to be means of escape
7. Lack of GFI protection in kitchens and bathrooms
8. Lack of carbon monoxide detectors

Public Hearing: **Sublime Taco – 12 Washington Street, #101**
The Public Hearing was opened at 6:29 p.m.
There were no public comments.
The Public Hearing was closed at 6:29 p.m.

Public Hearing: **The Dunn Bar – 12 Washington Street, #102**
The Public Hearing was opened at 6:29 p.m.
There were no public comments.
The Public Hearing was closed at 6:29 p.m.

Consideration of Liquor Licenses:

- **Sublime Taco – 12 Washington Street, #101**
- **The Dunn Bar – 12 Washington Street, #102**

Motion by Councilor McCurry, seconded by Councilor Clearwater to recommend issuance of the State Liquor License to ***Sublime Taco***.
Vote: Unanimous.

Motion by Councilor McCurry, seconded by Councilor Clearwater to recommend issuance of the State Liquor License to ***The Dunn Bar***.
Vote: Unanimous.

MMA Voting Delegate Credentials:
Motion by Councilor McCurry, seconded by Councilor Clearwater to nominate Mayor Alan Casavant as the official MMA voting delegate; and City Manager James Bennett as the alternate voting delegate; and to further approve the City Clerk Carmen Morris to complete and sign the *Voting Delegate Credentials* form to be submitted to MMA.
Vote: Unanimous.

Consideration of Minutes: **August 17, 2021**
Motion by Councilor McCurry, seconded by Councilor Clearwater to accept the minutes as printed.
Vote: Unanimous.

Second Reading:
{For a copy of the ordinance amendment and first reading, see the Council Meeting minutes of August 17, 2021}

2021.90) Amendment/Ch. 42, Motor Vehicles & Traffic/Sec. 42-90-No Parking/Add and Delete on Hills Beach Road
Motion by Councilor Belanger, seconded by Councilor Clearwater to grant the second reading of the ordinance amendment.
Vote: 5/4; Councilors Lessard, Ortiz, St. Cyr and McCurry opposed.
Councilors Emhiser, Williams, Clearwater, Belanger and Ready in favor.
Motion carries.

Orders of the Day:
2021.92 IN BOARD OF CITY COUNCIL..SEPTEMBER 7, 2021
BE IT ORDERED, that in the event that the Biddeford School Department receives more state education subsidy than the amount included in its budget, shall the School Committee be authorized to use all or part of the additional state subsidy to increase expenditures for school purposes in cost center categories approved by the School Committee, increase the allocation of finances in a reserve fund approved by the School Committee, and/or decrease the local cost share expectation, as defined in Title 20-A, section 15671-A(1)(B), for local property taxpayers for funding public education as approved by the School Committee.
BE IT FURTHER ORDERED, that the City Council of the City of Biddeford does hereby make the following revisions to the FY2022 Budget: Reduce the local share allocated to the School Department Budget by $677,131 in order to decrease the local cost of funding education.

Motion by Councilor McCurry, seconded by Councilor Clearwater to grant the order.
Vote: Unanimous.

2021.95 IN BOARD OF CITY COUNCIL..SEPTEMBER 7, 2021
BE IT ORDERED, that the City Council of the City of Biddeford hereby adopts the Maine Municipal Association Model Ordinance, General Assistance Appendices
(**A--F**) **– *General Assistance Maximums*** for the period of October 1, 2021 to September 30, 2022.

Motion by Councilor Ready, seconded by Councilor Clearwater to grant the order.
Vote: Unanimous.

Committee-of-the-Whole: Limited Emergency Declaration for Remote Meetings
Motion by Councilor Clearwater, seconded by Councilor McCurry to move into Committee-of-the-Whole.
Vote: Unanimous.

City Manager Jim Bennett explained that this discussion is meant to get guidance from the Council regarding moving back to Zoom-style public meetings.

Councilor Ready noted that what we have now allows folks to participate via Zoom on a limited basis. He does not want to go back to Zoom-only public meetings; but possibly looking at allowing members to participate via Zoom with less restrictions. Jim suggested offering a "super limited emergency" declaration and believes there would be no major implications if the City does move towards leniency in participating via Zoom.

The general consensus of the Council is agreement with coming up with a Limited Emergency Declaration for conducting remote meetings. A Declaration will be prepared for consideration and approval at the Sept. 21st Council Meeting.

Motion by Councilor McCurry, seconded by Councilor Ready to move out of Committee-of-the-Whole.
Vote: Unanimous.

Appointment:

IN BOARD OF CITY COUNCIL…SEPTEMBER 7, 2021

ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby appoint:

Jessica Muise
4 Wilson Street
Ward 4

to the *Historic Preservation Commission*, for a term to expire in December 2024.

Motion by Councilor Clearwater, seconded by Councilor McCurry to confirm the appointment.
Vote: Unanimous.

Public Addressing the Council…(5 minute limit per speaker; 30 minute total time limit):
A couple citizens addressed their comments to the Council.

There was no City Manager Report

Other Business:
Councilor Lessard: announced that this Saturday, September 11th there will be a Hazardous Waste Day at the Public Works Department from 8:00 a.m. to noon.

He asked if Staff has any idea of the parking spaces at Hills Beach that have been eliminated due to plantings and gardens by the residents in that area. City Manager Jim Bennett does not have an idea; however, he did suggest having a Workshop on this issue so that Staff can gain clear guidance from the Council on exactly what information they want and what they would like seen done to address the parking issues at Hills Beach.

Councilor Belanger: suggested that the Senior Tax Credit Program, as had been presented and discussed during the Workshop prior to this Council Meeting, be vetted by the Policy Committee preferably before the start of the next budget process.

Councilor McCurry: had the following comments:

- Wholeheartedly agrees with Councilor Belanger's comments about the Senior Tax Credit Program.
- He suggested getting a map from the City's GIS Dept. of all the streets at Hills Beach and Biddeford Pool that are in question with regard to parking, and figure out what the road widths are and determine where parking can be allowed. He feels this would be more effective than holding a Workshop.
- He asked when data on trash and recycling can be available so that it can be determined whether the current recycling program still makes the best financial sense for the City. He'd like the Council to be able to look at the numbers and what the future costs are expected to be as the City prepares for the next budget season.
- He would like to keep updated on the Water-Main-Hill Street Project. He is concerned that Hill Street has become more of a yield for motorists, rather than a stop, which it is posted as.
- He reminded the Council that the Police Department CALEA re-certification is coming up next year and he hopes that the next Council will be supportive.
- He recently heard that there is a misconception by the Planning Board that anything that is sent from the Council to the Planning Board to be vetted is an automatic approval by the Council. He noted that this is not the case and that assumption should be dispelled.

- He asked about fees that are due to the City by the Lincoln Mill project and why those had not yet been collected. City Manager Jim Bennett explained that the invoice just went out and the fee is expected to be collected in the near future. The $30,000 due is expected to be used for improvements in the downtown, at the Council's discretion.

Councilor Ready: agrees that that Senior Tax Credit Program should be vetted by the Policy Committee before final approval by the Council; and definitely should be done prior to the start of the next budget season.

He asked for an update on the walkway from the parking garage to Main Street.

Councilor Lessard: wants a timeline on when the City plans to take back the land where public parking has been eliminated at Hills Beach. City Manager Jim Bennett will consult with Public Works Director Jeff Demers.

Council President Addressing the Council: Councilor McCurry confirmed that he is not seeking re-election in November, which was a very difficult decision for him. He is pleased with and thank his fellow Councilors for the civil debate and mutual understanding over the years that he has served on the Council. He noted that he, Stephen St. Cyr and Michael Ready are all leaving the Council at the same time, and he wished those who are staying on well and good luck. He also expressed his pleasure in working with City Manager Jim Bennett and all the City's Department Heads.

Mayor Addressing the Council: Mayor Casavant thanked all the volunteers, mainly from Heart of Biddeford and LaKermesse, who worked to make this year's Fringe Fest and River Jam a success. He is pleased with all the people who came out for these events.

He announced that on Saturday, Sept. 11th there will be a commemorative ceremony marking the tragic event from September 11, 2001.

Executive Session: **1 MRSA 405(6)(A)…Personnel Matter**
Motion by Councilor Clearwater, seconded by Councilor Lessard to move into Executive Session.
Vote: Unanimous. Time: 7:26 p.m.

Motion by Councilor Ready, seconded by Councilor McCurry to move out of Executive Session.
Vote: Unanimous. Time: 7:54 p.m.

Motion by Councilor Ready, seconded by Councilor McCurry to adjourn.
Vote: Unanimous. Time: 7:54 p.m.

Attest by:____
Carmen J. Morris, City Clerk

2021.96 CITY OF BIDDEFORD CITY COUNCIL ORDER

Saxon Partners Municipal Development and Tax Increment Financing District

WHEREAS, the City is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate the **Saxon Partners 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 in the City of Biddeford, 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 of Biddeford; and to improve the general economy of the City of Biddeford and the surrounding region; and

WHEREAS, implementation of the Development Program will help to improve and broaden the tax base in the City of Biddeford and improve the economy of the City of Biddeford and the region by attracting business development to 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 State of Maine Department of Economic and Community Development (the "Department"), approving the ***Saxon Partners 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 commercial uses; 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 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, 2021; and
d. The District and pursuit of the Development Program will make a contribution to the economic growth and well-being of the City of Biddeford and the surrounding region, and will contribute

to the betterment of the health, welfare and safety of the inhabitants of the City of Biddeford, 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.A. § 5227, 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 the State of Maine Department of Economic and Community Development for review and approval pursuant to the requirements of 30-A M.R.S.A. § 5226.

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 the State of Maine Department of Economic and Community Development, 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 the State of Maine Department of Economic and Community Development, 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, 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.

ECONOMIC DEVELOPMENT
BIDDEFORD, MAINE

An Application for a Municipal Development and Tax Increment Financing District

SAXON PARTNERS MUNICIPAL DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT

Presented to:
BIDDEFORD CITY COUNCIL
September 21, 2021

APPLICATION COVER SHEET

MUNICIPAL TAX INCREMENT FINANCING

A. General Information

1. Municipality Name: City of Biddeford		
2. Address: 205 Maine Street, Biddeford, ME 04005		
3. Telephone: 284-9115	4. Fax:	5. Email: Mathew.eddy@biddefordmaine.org
6. Municipal Contact Person: Mathew Eddy, Planning and Development Director		
7. Business Name: SBME Barra, LLC		
8. Address: 25 Recreation Park Drive, Suite 204, Hingham, MA 02043		
9. Telephone: 781-875-3300	10. Fax:	11. Email: tgreco@saxon-partners.com
12. Business Contact Person: Tom Greco, Director of Multifamily Development and Investment		
13. Principal Place of Business: Hingham, MA		
14. Company Structure (e.g. corporation, sub-chapter S, etc.): LLC		
15. Place of Incorporation: Delaware		
16. Names of Officers: Don Smith		
17. Principal Owner(s) Name: Don Smith and Gary Darman		
18. Address: 25 recreation Park Drive Hingham, MA 02043		

B. Disclosure

1. Check the public purpose that will be met by the business using this incentive (any that apply):		
☐ job creation	☐ job retention	☒ capital investment
☐ training investment	☒ tax base improvement	☐ public facilities improvement
☐ other (list):		
2. Check the specific items for which TIF revenues will be used (any that apply):		
☐ real estate purchase	☐ machinery & equipment purchase	☐ training costs
☐ debt reduction	☐ other (list):	

C. Employment Data

List the company's goals for the number, type and wage levels of jobs to be created or retained as part of this TIF development project (*please use next page*).

N/A (developer)

EMPLOYMENT GOALS

Company Goals for Job Creation and Job Retention

A. Job Creation Goals			
*Occupational Cluster**	*Full-time*	*Part-time*	*Wage Level*
1. Executive, Professional & Technical	1		$65,000
2. Administrative Support, inc. Clerical	1		$40,000
3. Sales & Service		1	$17,500
4. Agriculture, Forestry & Fishing			$
5. Maintenance, Construction, Production, & Transportation	2		$40,000/each
B. Job Retention Goals			
*Occupational Cluster**	*Full-time*	*Part-time*	*Wage Level*
1. Executive, Professional & Technical	1		$65,000
2. Administrative Support, inc. Clerical	1		$40,000
3. Sales & Service		1	$17,500
4. Agriculture, Forestry & Fishing			$
5. Maintenance, Construction, Production, & Transportation	2		$40,000/each
**Please use the Occupational Cluster descriptions on the next page to complete this form.*			

INSTRUCTIONS

A. Job Creation Goals. *Please list the number, type and wage level of jobs* *created* *as a result of the economic development incentive. NOTE: For this form, "full-time" employment means 30 hours or more; "part-time" employment means less than 30 hours. "Wage level" means the average annual wage paid for jobs created within an occupational cluster, e.g. either their annual salary, or their hourly wage times their annual hours. Also, "type" means "occupational cluster" which refers to the 12 categories defined below. Please include the number of your employees (both full-time and part-time) working within the category that most closely reflects their job duties.*

B. Job Retention Goals. *Please list the number, type and wage level of jobs* *retained* *as a result of the economic development incentive. Part B should be completed using same definitions in Part A.*

OCCUPATIONAL CLUSTERS

1. EXECUTIVE, PROFESSIONAL & TECHNICAL

Executive, administrative and managerial. Workers in executive, administrative and managerial occupations establish policies, make plans, determine staffing requirements, and direct the activities of businesses and other organizations. Workers in management support occupations, such as accountant and auditor or underwriter, provide technical assistance to managers.
Professional specialty. This group includes engineers; architects and surveyors; computer, mathematical, and operations research occupations; life, physical, and social scientists; lawyers and judges; social, recreational, and religious workers; teachers, librarians, and counselors; health diagnosing, assessment, and treating occupations; and communications, visual arts, and performing arts occupations.
Technicians and related support. This group includes health technologists and technicians, engineering and science technicians, computer programmers, tool programmers, aircraft pilots, air traffic controllers, paralegals, broadcast technicians, and library technicians.

2. ADMINISTRATIVE SUPPORT, INCLUDING CLERICAL

Administrative support, including clerical. Workers in this group prepare and record memos, letters and reports; collect accounts; gather and distribute information; operate office machines; and handle other administrative tasks.

3. SALES AND SERVICE

Marketing and sales. Workers in this group sell goods and services, purchase commodities and property for resale, and stimulate consumer interest.
Service. This group includes a wide range of workers in protective, food and beverage preparation, health, personal, private household, and cleaning and building services.

4. AGRICULTURE, FORESTRY AND FISHING

Agriculture, forestry and fishing. Workers in these occupations cultivate plants, breed and raise animals, and catch fish.

5. MAINTENANCE, CONSTRUCTION, PRODUCTION & TRANSPORTATION

Mechanics, installers, and repairers. Workers in this group adjust, maintain, and repair automobiles, industrial equipment, computers, and many other types of machinery.
Construction trades and extractive. Workers in this group construct, alter, and maintain buildings and other structures or operate drilling and mining equipment.
Production. These workers set up, adjust, operate, and tend machinery and/or use hand tools and hand-held power tools to make goods and assemble products.
Transportation and material moving. Workers in this group operate the equipment used to move people and materials. This group also includes handlers, equipment cleaners, helpers, and laborers who assist skilled workers and perform routine tasks.

TABLE OF CONTENTS

I. Introduction

A. The Site and Development Project

The City seeks to establish a tax increment financing ("TIF") district to facilitate and promote the development of an approximately 10-acre parcel of land located at the end of Barra Road, known on City tax maps as Map 2 Lot 43-1 with portions of Map 2 Lot 42-1 and Map 7 Lot 15 into a market rate housing development project, aimed at providing housing for medical professionals and medical students in the area the "Project"). The City intends to designate a TIF district and enter into a credit enhancement agreement (the "Credit Enhancement Agreement) with the developer of the Project. The developer of the Project will be SPME Barra, LLC (the "Developer") the entity to which Saxon Partners, LLC assigned the rights to the purchase and sale agreement for the property.

The developer is proposing two hundred fifty (250) units of market rate, rental apartments for the site. The Developer plans to include a mix of market rate studios and one-bedroom units. The planned unit breakdown for the Project is as follows:

Saxon Partners – Anticipated Unit Mix by Number of Bedrooms

Number of Bedrooms	Number of Units
Studio	125
1	125

The development project meets a critical need for rental housing in the City and will support further economic, community and workforce development.

B. Establishment of the Development Project

The City hereby establishes the **"Saxon Partners Municipal Development and Tax Increment Financing District"** (the "District"). The District will exist for a maximum total of twenty-six (26) years beginning on July 1, 2022 and is more fully described below in this Development Program. The District is depicted on the maps attached as Exhibit A. The City plans to capture thirty-five percent (35%) of the increased assessed value of taxable real property located within the District (or such other percentage as required by the payment obligations of the Credit Enhancement Agreement described below) for a twenty-year (20-year) period and will use all of the property taxes paid on such captured value (the "TIF Revenues"), for payments to the Developer pursuant to the Credit Enhancement Agreement (the "CEA"). The 20-year period pertaining to the CEA will be identified as the CEA Years herein. Such term of CEA Years shall begin in the fiscal year following the Tax Year in which the Project receives a Certificate of Occupancy. Notwithstanding the intention for the CEA Years to last twenty (20) years, the CEA Years shall not run beyond the end of the District term of years.

C. Advantages of TIF District

In designating the District and adopting this Development Program, the City can accomplish the following goals:

- Maintain existing tax revenues;
- Realize new tax revenues generated by new development within the District;
- Create long-term, housing opportunities for area residents; and
- Improve the overall economy of the region and the State of Maine.

In addition, by creating the District, the City will "shelter" the increase in municipal valuation that development in the District will bring about. This tax shelter will mitigate the impacts that the District's increased assessed property value would have on the City's share of state aid to education, municipal revenue sharing and its county tax assessment. An estimate of the tax shelter benefit is shown as Exhibit D-2 attached hereto.

II. Development Program Narrative

A. The Projects

1. Project Costs

The City will not retain any of TIF Revenues for project costs. All TIF revenues will be used for the Credit Enhancement Agreement described below.

2. Credit Enhancement Agreement with Developer

In designating the District, the Council will also be authorizing a Credit Enhancement Agreement with the Developer. The Credit Enhancement Agreement will run for a maximum term of 20 years, as described above. In CEA Year 1, the Developer will pay the taxes on real property in the District that are owed and will receive a reimbursement of anything over $255,000 back from the City. The $255,000 is meant to act as the "net payment" to the City from tax payments on increased assessed value of real property in the District. In the event that the property taxes are less than $255,000 in CEA Year 1, the Developer agrees to pay the difference to the City in a supplemental payment from the Developer. In CEA Years 2-5 the net payment to the City will escalate by 2% each year from $255,000 in year 1. In CEA Years 6-20, 35% of the taxes paid on the increased assessed value from the District will be paid to the Developer in each year of the District. During CEA Years 6-20, 65% of the taxes paid on the increased assessed value will go into the City's general fund. The CEA Years may not last beyond the end term of the TIF District term.

B. The Development District

1. Physical Description

The proposed District will encompass a 10.14 acre area comprised of parcel known on City tax maps as Map 2 Lot 43-1 with portions of Map 2 Lot 42-1 and Map 7 Lot 15. Maps of the proposed District are presented in Exhibit A-1 and A-2.

2. Statutory Requirements and Thresholds

The Statutory Requirements and Thresholds form addressing the acreage and valuation conditions for approval mandated by 30-A M.R.S.A. § 5223(3) is set forth in Exhibit B.

3. Duration of the Program

The District will begin July 1, 2022 and will continue for a maximum total of twenty-six (26) years, terminating on June 30, 2048, or sooner if the CEA Years terminate before such date.

4. Certification of Original Assessed Value

The Original Assessed Value of the District was forty-one thousand five hundred dollars $41,500) as of March 31, 2021 (April 1, 2020). This assessed value is wholly attributable to taxable real property value. The Assessor's Certificate of Original Assessed Value is included as Exhibit C.

C. The Development Program

Under this Development Program, the City will capture thirty-five percent (35%) of the increased assessed taxable real property value of the District, or such other percentage as required by the payment obligations of the Credit Enhancement Agreement described above. Tax revenues generated by the captured assessed taxable of real property value will be used for the Credit Enhancement Agreement payments for twenty (20) years.

This Development Program is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended. Subsequent to a public hearing and City Council vote, adoption of this Development Program will be effective upon approval by DECD.

D. Improvements to the Public Infrastructure

There will be no public improvements supported by TIF revenues.

E. Operational Components

1. Commercial Improvements Financed Through Development Program

The City will enter into the Credit Enhancement Agreement with the Developer to support commercial improvements in the District.

2. Relocation of Displaced Persons.

Not applicable.

3. Transportation Improvements

There will be no transportation improvements supported by TIF revenues.

4. Environmental Controls

The improvements made under this Development Program will meet or exceed all federal, state and local environmental laws, regulations and ordinances and will comply with all applicable land use requirements for the City.

5. Plan of Operation

During the term of the District, the City Manager or his designee will be responsible for all administrative matters within the purview of the City concerning the implementation and operation of the District.

III. Financial Plan

The District will encompass a total of 10.14 acres of property. The Original Assessed Value of the District was forty-one thousand five hundred dollars ($41,500) as of March 31, 2021 (April 1, 2020). The City will capture thirty-five (35%) of the increased assessed value of taxable real property for a 20-year period of years called the CEA Years occuring within the 26-year term of the District (or such other percentage as required by the payment obligations of the Credit Enhancement Agreement described above). The TIF revenues collected provide funding for the Credit Enhancement Agreement so authorized herein, which will improve the City's economy, increase housing opportunities and provide the City's ability to stand out in a competitive marketplace as a dynamic place in which to grow a business. All taxable real property value captured in the District will be added to the general tax rolls at the end of the District's term.

Upon each payment of property taxes by the future property taxpayers in the District, the City will deposit into a development program fund (the "Development Program Fund") the entirety of the property tax payments constituting TIF revenues (only taxes paid on the captured assessed value while the remaining taxes will be deposited into the General Fund). The Development Program Fund is pledged to and charged with the payment of the project costs in the manner provided in 30-A M.R.S.A. § 5227(3). The Development Program Fund consists of two segregated accounts, a sinking fund account ("Sinking Fund Account") and a project cost account (the "Project Cost Account"). The City will deposit the TIF revenues necessary to pay debt service on any bonds issued to pay for District improvements, if any, into the Sinking Fund Account. The money in this account is pledged to and charged with the payment of interest and principal on municipal indebtedness related to the improvements in the District (none is contemplated at this time). The City will deposit any additional TIF revenues into (a) a subaccount or subaccounts of the Project Cost Account to be used for payments pursuant to the Credit Enhancement Agreement, and/or (b) to a subaccount of the Project Cost Account for other approved municipal projects (none are planned at this time).

A. Increased Assessed Values & Tax Shifts

Estimates of the increased assessed value and captured assessed value of the District property and the anticipated TIF revenues generated by the District are shown in Exhibit D-1 and the estimated tax shifts are shown in Exhibit D-2.

B. Sources of Revenues

It is anticipated that all private improvements located within the District will be funded through private sources. The Developer anticipates investing approximately $36,000,000 in the development within the District.

C. Public Indebtedness

There will be no public indebtedness associated with this District.

D. Original Assessed Value

Certification by the City's Tax Assessor of the original assessed value of the District is set forth in Exhibit C.

VI. Municipal Approvals

A. Notice of Public Hearing

Attached as Exhibit E is a copy of the Notice of Public Hearing regarding the establishment of the Saxon Partners Municipal Development and Tax Increment Financing District and adoption of this Development Program for the District, published in the Portland Press Herald, a newspaper of general circulation in the City on a date at least ten (10) days prior to the public hearing. The public hearing on the District designation and Development Program, was held on September 21, 2021, in accordance with the requirements of 30-A M.R.S.A. § 5226(1).

B. Minutes of Public Hearing Held by City Council

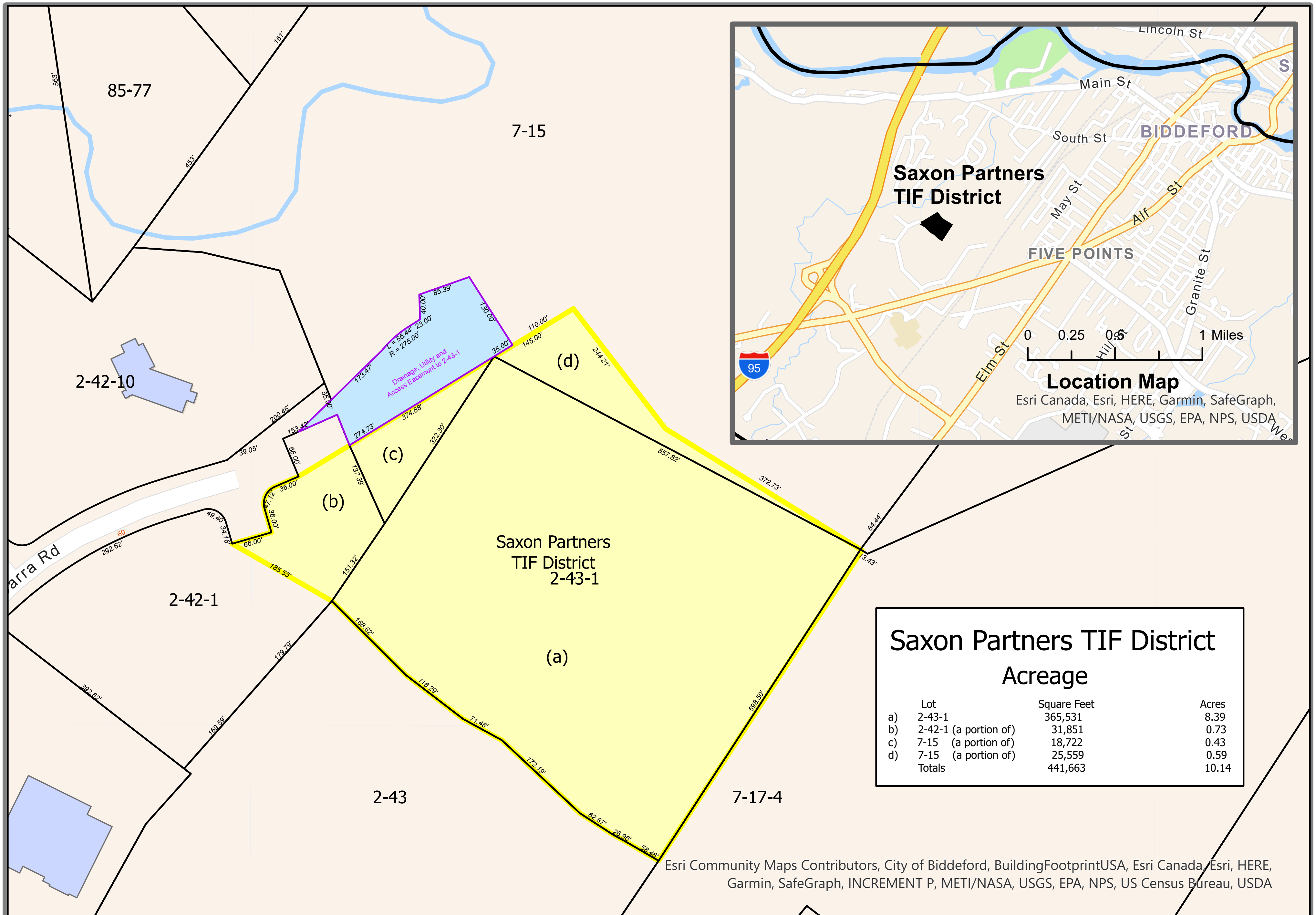
Attached as Exhibit F is a certified copy of the minutes of the public hearing held on, September 21, 2021 at which time the proposed District, Development Program and Credit Enhancement Agreement were discussed by the public.

C. Authorizing Votes

Attached as Exhibit G is a copy of the Biddeford City Council Order designating the District and adopting this Development Program and authorizing the execution of a Credit Enhancement Agreement, which Order was adopted by the Council at a meeting of the Council duly called and held on September 21, 2021.

Exhibit A

(TIF District Maps)



Saxon Partners TIF District

Acreage

	Lot	Square Feet	Acres
a)	2-43-1	365,531	8.39
b)	2-42-1 (a portion of)	31,851	0.73
c)	7-15 (a portion of)	18,722	0.43
d)	7-15 (a portion of)	25,559	0.59
	Totals	441,663	10.14

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
This map was prepared by:
BiddGIS

0 100 200 400 600 800 Feet
1" = 200'
September 2, 2021

Saxon Partners TIF District

Exhibit A

Saxon Partners TIF District

Exhibit B

(Statutory Requirements and Thresholds)

STATUTORY REQUIREMENTS AND THRESHOLDS

Saxon Partners TIF District & Development Program

SECTION A. | Acreage Caps		
1. Total **municipal** acreage;	14,838	
2. Acreage of **proposed** Municipal TIF District;	10.14	
3. **Downtown-designation**[1] acres in proposed Municipal TIF District;	0	
4. **Transit-Oriented Development**[2] acres in proposed Municipal TIF District;	0	
5. **Total acreage [=A2-A3-A4]** of proposed Municipal TIF District counted toward 2% limit;	10.14	
6. **Percentage [=A5÷A1]** of total acreage in proposed Municipal TIF District (CANNOT EXCEED 2%).	.068%	
7. **Total acreage** of all existing/proposed Municipal TIF districts in municipality **including** Municipal Affordable Housing Development districts:[3] Rte 111-Mill TIF – 199.88 The Lofts at Saco Falls AHTIF – 0.83 Mission Hill AHTIF – 2.3 Riverdam TIF - 1.13 Adams Point – 1.54 Laconia House AHTIF – 0.39 Emery School AHTIF – 1.0 Saco-Lowell TIF- 3.54 Saxon Partners- 10.14 -	Existing	210.61
	Proposed	10.14
	Total:	220.75
30-A § 5223(3) EXEMPTIONS[4]		
8. Acreage of an existing/proposed **Downtown** Municipal TIF district;	0	
9. Acreage of all existing/proposed **Transit-Oriented Development** Municipal TIF districts:	199.88	
10. Acreage of all existing/proposed **Community Wind Power** Municipal TIF districts:	0	
11. Acreage in all existing/proposed Municipal TIF districts **common to**[5] Pine Tree Development Zones per 30-A § 5250-I (14)(A) **excluding** any such acreage also factored in Exemptions 8-10 above:	0	
12. **Total acreage [=A7-A8-A9-A10-A11]** of all existing/proposed Municipal TIF districts counted toward 5% limit;	20.87	
13. **Percentage of total acreage [=A12÷A1]** of all existing/proposed Municipal TIF districts (CANNOT EXCEED 5%).	.14%	

14. **Real property** in proposed Municipal TIF District that is:	ACRES	% [=Acres÷A2]
a. A blighted area;	0	0%
b. In need of rehabilitation, redevelopment or conservation;	0	0%
c. Suitable for commercial or arts district uses.	10.14	100%
TOTAL (except for § 5223 (3) exemptions a., b. OR c. must be at least 25%)		100%

[1] Before final designation, the Commissioner will seek advice from MDOACF and MDOT per 30-A § 5226(2).
[2] For Transit-Oriented Development (TOD) definitions see 30-A § 5222 sub-§§ 19-24.
[3] For AH-TIF acreage requirement see 30-A § 5247(3)(B). Alternatively, Section B. must exclude AH-TIF valuation.
[4] Downtown/TOD overlap nets single acreage/valuation caps exemption.
[5] PTDZ districts approved through December 31, 2008.

STATUTORY REQUIREMENTS AND THRESHOLDS

Saxon Partners TIF District & Development Program

SECTION B. | Valuation Cap		
1. **Total TAXABLE** municipal valuation—use most recent April 1;		$2,419,981,690
2. **Taxable Original Assessed Value (OAV)** of proposed Municipal TIF District as of March 31 preceding municipal designation—same as April 1 prior to such March 31;		$41,500
3. **Taxable OAV of all** existing/proposed Municipal TIF districts in municipality **excluding** Municipal Affordable Housing Development districts: Rte 111-Mill TIF - $17,262,899 Adams Point - $160,900 Saxon Partners – $31,500 Riverdam TIF - $983,700 Saco-Lowell TIF - $534,700	Existing	$18,942,199
	Proposed	$41,500
	Total:	$18,983,699
30-A § 5223(3) EXEMPTIONS		
4. **Taxable OAV** of an existing/proposed **Downtown** Municipal TIF district;		0
5. **Taxable OAV** of all existing/proposed **Transit-Oriented Development** Municipal TIF districts:		$17,262,899
6. **Taxable OAV** of all existing/proposed **Community Wind Power** Municipal TIF districts:		0
7. **Taxable OAV** of all existing/proposed **Single Taxpayer/High Valuation**[6] Municipal TIF districts:		0
8. **Taxable OAV** in all existing/proposed Municipal TIF districts **common to** Pine Tree Development Zones per 30-A § 5250-I (14)(A) **excluding** any such OAV also factored in Exemptions 4-7 above:		0
9. **Total taxable OAV [=B3-B4-B5-B6-B7-B8]** of all existing/proposed Municipal TIF districts counted toward 5% limit;		$1,720,800
10. **Percentage of total taxable OAV [=B9÷B1]** of all existing/proposed Municipal TIF districts (CANNOT EXCEED 5%).		.071

COMPLETED BY	
NAME:	Shana Cook Mueller
DATE:	September 9, 2021

[6] For this exemption see 30-A §5223(3)(C) sub-§§ 1-4.

Exhibit C

(Assessor's Certificate)

EXHIBIT C
ASSESSORS' CERTIFICATE OF ORIGINAL ASSESSED VALUE
CITY OF BIDDEFORD
SAXON PARTNERS 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.A.§5227 that the assessed value for taxable real property within the Saxon Partners Municipal Development and Tax Increment Financing District, as delineated on a map included in the Development Program to which this Certificate is included and consisting of 10.14 acres, was $41,500 as of March 31, 2021 (April 1, 2020).

IN WITNESS WHEREOF, This Certificate has been executed as of this ____ day of ________, 2021.

By:_________________________

Printed name: Nicholas Desjardins

Tax Map and Parcel	Acreage	Original Assessed Value as of April 1, 2020
Map 2 Lot 43-1	8.39	$31,500
Map 2 Lot 42-1*	0.73	$7,400
Map 7 Lot 15*	1.02	$2,600
Totals:	**10.14**	**$41,500**

*Please note that only portions of these parcels are contained in the TIF District.

Exhibit D-1

(TIF Revenue Projections)

Exhibit D-1 | Captured Assessed Value & TIF Revenue Projections City of Biddeford - Saxon Partners TIF District

TIF Year	Tax Year Start Date	Fiscal Year	Mil Rate	Original Assessed Value (OAV)		Current Value		Increased Assessed Value (IAV)		Captured Value Percentage (varies years 1-5, then 35%)	Captured Assessed Value (CAV)		City Tax Revenue Paid on IAV to General Fund		Total Developer TIF Revenue (based on net payment Yr. 1-5; 35% Yr. 6-20)		Total Tax Revenue Paid on IAV (City and Developer)	Taxes to General Fund Paid on OAV
				RR	PP	RR	PP	RR	PP	%	RR	PP	RR	PP	RR	PP		
1	4/1/2022	2023	0.01823	$41,500	$0	$23,000,000	$0	$22,958,500	$0	39%	$8,970,568	$0	$255,000	$0	163,533	$0	418,533	$757
2	4/1/2023	2024	0.01823	$41,500	$0	$23,460,000	$0	$23,418,500	$0	39%	$9,150,809	$0	$260,100	$0	166,819	$0	426,919	$757
3	4/1/2024	2025	0.01823	$41,500	$0	$23,929,200	$0	$23,887,700	$0	39%	$9,334,656	$0	$265,302	$0	170,171	$0	435,473	$757
4	4/1/2025	2026	0.01823	$41,500	$0	$24,407,784	$0	$24,366,284	$0	39%	$9,522,179	$0	$270,608	$0	173,589	$0	444,197	$757
5	4/1/2026	2027	0.01823	$41,500	$0	$24,895,940	$0	$24,854,440	$0	39%	$9,713,452	$0	$276,020	$0	177,076	$0	453,096	$757
6	4/1/2027	2028	0.01823	$41,500	$0	$25,393,858	$0	$25,352,358	$0	35%	$8,873,325	$0	$300,413	$0	161,761	$0	462,173	$757
7	4/1/2028	2029	0.01823	$41,500	$0	$25,901,736	$0	$25,860,236	$0	35%	$9,051,082	$0	$306,431	$0	165,001	$0	471,432	$757
8	4/1/2029	2030	0.01823	$41,500	$0	$26,419,770	$0	$26,378,270	$0	35%	$9,232,395	$0	$312,569	$0	168,307	$0	480,876	$757
9	4/1/2030	2031	0.01823	$41,500	$0	$26,948,166	$0	$26,906,666	$0	35%	$9,417,333	$0	$318,831	$0	171,678	$0	490,509	$757
10	4/1/2031	2032	0.01823	$41,500	$0	$27,487,129	$0	$27,445,629	$0	35%	$9,605,970	$0	$325,217	$0	175,117	$0	500,334	$757
11	4/1/2032	2033	0.01823	$41,500	$0	$28,036,872	$0	$27,995,372	$0	35%	$9,798,380	$0	$331,731	$0	178,624	$0	510,356	$757
12	4/1/2033	2034	0.01823	$41,500	$0	$28,597,609	$0	$28,556,109	$0	35%	$9,994,638	$0	$338,376	$0	182,202	$0	520,578	$757
13	4/1/2034	2035	0.01823	$41,500	$0	$29,169,561	$0	$29,128,061	$0	35%	$10,194,821	$0	$345,153	$0	185,852	$0	531,005	$757
14	4/1/2035	2036	0.01823	$41,500	$0	$29,752,953	$0	$29,711,453	$0	35%	$10,399,008	$0	$352,066	$0	189,574	$0	541,640	$757
15	4/1/2036	2037	0.01823	$41,500	$0	$30,348,012	$0	$30,306,512	$0	35%	$10,607,279	$0	$359,117	$0	193,371	$0	552,488	$757
16	4/1/2037	2038	0.01823	$41,500	$0	$30,954,972	$0	$30,913,472	$0	35%	$10,819,715	$0	$366,309	$0	197,243	$0	563,553	$757
17	4/1/2038	2039	0.01823	$41,500	$0	$31,574,071	$0	$31,532,571	$0	35%	$11,036,400	$0	$373,645	$0	201,194	$0	574,839	$757
18	4/1/2039	2040	0.01823	$41,500	$0	$32,205,553	$0	$32,164,053	$0	35%	$11,257,418	$0	$381,128	$0	205,223	$0	586,351	$757
19	4/1/2040	2041	0.01823	$41,500	$0	$32,849,664	$0	$32,808,164	$0	35%	$11,482,857	$0	$388,760	$0	209,332	$0	598,093	$757
20	4/1/2041	2042	0.01823	$41,500	$0	$33,506,657	$0	$33,465,157	$0	35%	$11,712,805	$0	$396,545	$0	213,524	$0	610,070	$757
											TOTALS:		**$6,523,321**		**3,649,192**		**10,172,513**	**$15,131**
											AVERAGES:		**$326,166**		**182,460**		**508,626**	**$757**

Assumptions:

1. Projections show anticipated increased assessed values, captured assessed values, and TIF revenues.
2. Assumes a 20-year CEA term with captured value all set aside for Developer; Years 1-5 require set net payment to City driving Developer payment, Years 6-20 require Developer to receive payments related to 35% of tax payments on increased assessed value (District term is longer per Development Program as CEA Years are triggered from Certificate of Occupancy).
3. Projections assume a flat mil rate of 18.23.
4. Assumes all taxes paid on captured assessed value is used for Developer payments and the rest of the taxes paid on increased assessed value is available to the City's general fund.
5. Projections are much less likely to be accurate farther into the future and are for demonstrative purposes only. The increased assessed values are an estimate only and based on preliminary development plans, which are subject to change and included for demonstrative purposes only.

Exhibit D-2

(Projected Tax Shift Benefits)

Exhibit D-2 | Tax Shift Benefits

City of Biddeford - Saxon Partners TIF District

Fiscal Year	TIF Year	State Aid to Education Benefit	County Tax Benefit	State Revenue Sharing Benefit	Total Tax Benefit
2022-2023	1	-	-	-	-
2023-2024	2	-	-	-	-
2024-2025	3	-	$3,919	$13,233	$17,152
2025-2026	4	$65,126	$3,998	$13,498	$82,622
2026-2027	5	$66,435	$4,078	$13,768	$84,281
2027-2028	6	$67,770	$4,160	$14,044	$85,973
2028-2029	7	$69,131	$4,243	$14,325	$87,699
2029-2030	8	$70,520	$3,876	$13,090	$87,486
2030-2031	9	$64,420	$3,954	$13,351	$81,725
2031-2032	10	$65,711	$4,033	$13,618	$83,362
2032-2033	11	$67,027	$4,114	$13,889	$85,031
2033-2034	12	$68,370	$4,196	$14,167	$86,733
2034-2035	13	$69,739	$4,281	$14,450	$88,469
2035-2036	14	$71,136	$4,366	$14,738	$90,240
2036-2037	15	$72,561	$4,454	$15,032	$92,047
2037-2038	16	$74,014	$4,543	$15,332	$93,889
2038-2039	17	$75,497	$4,634	$15,638	$95,769
2039-2040	18	$77,009	$4,727	$15,950	$97,686
2040-2041	19	$78,551	$4,821	$16,268	$99,641
2041-2042	20	$80,124	$4,918	$16,593	$101,635
2041-2042		$81,729	$5,016	$16,924	$103,669
2042-2043	eloper to receive paym	$83,366	$5,117	$17,261	$105,744
2043-2044	ns assume a flat mil r	$85,035	-	-	$85,035
	Totals:	**$1,453,271**	**$87,448**	**$295,167**	**$1,835,886**
l are for demonstrative purposes only.		**$72,664**	**$4,372**	**$14,758**	**$87,423**

Assumptions:

1. Data sources include the 2021-2022 mil rate/commitment reported by the City, York County's FY2022 Tax Assessment, the State Treasurer's Office Municipal Revenue Sharing projections for FY2022, published 07/02/2021, and the Maine Department of Education 07/21/21 2021-2022 ED 279 form for Biddeford 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.

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 mil rate is reduced by the influx of new value in the City. This analysis factors in tax shift impacts resulting from the project's new assessed value into future commitments and mil rate calculations to arrive at projected property tax payments.

Exhibit E

(Notice of Public Hearing)

NOTICE OF PUBLIC HEARING

CITY OF BIDDEFORD MAINE
NOTICE OF PUBLIC HEARING

Regarding

A Municipal Development and Tax Increment Financing District
To Be Known As The

" Saxon Municipal Development and Tax Increment Financing District"

Notice is hereby given that the City of Biddeford will hold a public hearing on

Tuesday, September 21, 2021
at 205 Main Street, Biddeford, ME 04005
and via Zoom
The Public Hearing will be at 6:00 p.m.

The purpose of the public hearing is to receive public comments on the designation of the affordable housing development and tax increment financing district to be known as the Saxon Partners Municipal Development and Tax Increment Financing District (the "District") and the adoption of a development program for the District pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

The proposed District consists of approximately 10.14 acres located at the end of Barra Road, tax map 2 lot 43-1 with portions of map 2 lot 42-1 and map 7 lot 15. The development project will include a complex of approximately 250 units of market rate rental housing.

A copy of the proposed Development Program 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) 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 hearing 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: Whitten, Nan nan.whitten@biddefordmaine.org*. Written comments will be accepted until 4:00 PM on September 21, 2021.

The Biddeford City Council will also allow remote participation in the public hearing using Zoom. Allow your computer to install the free Zoom app to get the best meeting experience. To access the public hearing, please find the Zoom link at www.biddefordmaine.org.

Exhibit F

(Public Hearing Minutes)

Exhibit G

(City Council Order)

CITY OF BIDDEFORD CITY COUNCIL ORDER

Saxon Partners Municipal Development and Tax Increment Financing District

WHEREAS, the City is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate the **Saxon Partners 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 in the City of Biddeford, 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 of Biddeford; and to improve the general economy of the City of Biddeford and the surrounding region; and

WHEREAS, implementation of the Development Program will help to improve and broaden the tax base in the City of Biddeford and improve the economy of the City of Biddeford and the region by attracting business development to 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 State of Maine Department of Economic and Community Development (the "Department"), approving the ***Saxon Partners 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 commercial uses; 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 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, 2021; and
d. The District and pursuit of the Development Program will make a contribution to the economic growth and well-being of the City of Biddeford and the surrounding region, and will contribute

to the betterment of the health, welfare and safety of the inhabitants of the City of Biddeford, 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.A. § 5227, 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 the State of Maine Department of Economic and Community Development for review and approval pursuant to the requirements of 30-A M.R.S.A. § 5226.

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 the State of Maine Department of Economic and Community Development, 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 the State of Maine Department of Economic and Community Development, 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, 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: September 21, 2021

CREDIT ENHANCEMENT AGREEMENT
Between

THE CITY OF BIDDEFORD, MAINE

and

SPME BARRA, LLC

DATED: SEPTEMBER 21, 2021

TABLE OF CONTENTS

THIS CREDIT ENHANCEMENT AGREEMENT dated as of ____________, 2021 between the City of Biddeford, Maine (the "City"), a municipal corporation and political subdivision of the State of Maine, and SPME Barra, LLC ("Developer"), a Delaware limited liability company authorized to do business in Maine.

WITNESSETH THAT

WHEREAS, the City designated the Saxon Partners 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 September 21, 2021 (the "Vote") and pursuant to the same Vote adopted a development program for the District (the "Development Program"); and

WHEREAS, the City received the approval of the District and the Development Program from the Maine Department of Economic and Community Development on September [__], 2021; 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 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" of "Credit Enhancement 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.

"City" shall have the meaning given such term in the first paragraph hereto.

"Commissioner" shall mean the Commissioner of the Maine Department of Economic and Community Development.

"Captured Assessed Value" means the amount of the Increased Assessed Value of the Developer's Property that is retained in the District in each Tax Year during the term of the District, as specified in Section 2.3 hereof.

"Current Assessed Value" means the then-current assessed value of the Developer's Property located in the District as determined by the City Tax Assessor as of April 1 of each Tax Year during the term of this Agreement.

"Department" shall mean the Maine Department of Economic and Community Development.

"Developer's Project Cost Subaccount" means the subaccount within the Project Cost Account of the Development Program Fund set aside for payments to be made to the Developer.

"Developer's Property" means the property owned by the Developer and located in the District.

"Development Program" shall have the meaning given such term in the recitals hereto.

"Development Program Fund" means the Development Program Fund described in the Financial Plan section of the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A. § 5227(3)(A). The Development Program Fund shall consist of a Project Cost Account with subaccounts, which shall include the Developer's Project Cost Subaccount.

"District" shall have the meaning given such term in the first recital hereto, which is more specifically comprised of approximately 10.14 acres of real property as identified in the Development Program.

"Effective Date of the Development Program" means the date of final approval of the Development Program by the Commissioner pursuant to the Act.

"Financial Plan" means the financial plan described in the "Financial Plan" Section of the Development Program.

"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 Property's 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 forty-one thousand five hundred dollars ($41,500), the taxable assessed value of the Property as of March 31, 2021 (April 1, 2020) as set forth in Exhibit C to the Development Program.

"Project" means the housing development project being undertaken by the Developer at the land located at the end of Barra Road, Tax Map 2 Lot 43-1 and portions of the following other parcels: Tax Map 2, Lot 42-1; Tax Map 7, Lot 15, all in Biddeford, Maine, all as depicted in Exhibit A to the Development Program.

"Project Cost Account" means the project cost account described in the Financial Plan Section of the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5227(3)(A)(1) and Article II hereof.

"Property Taxes" means any and all *ad valorem* property taxes levied, charged or assessed against the Developer's 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 Values.

"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.A. § 5222(18), 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
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 "Saxon Partners 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.A. § 5227(3). The Development Program Fund shall consist of a Project Cost Account that is pledged to and charged with the payment of project costs as outlined in the Financial Plan of the Development Program and as provided in 30-A M.R.S.A.§ 5227(3)(A)(1). The Project Cost Account shall also contain two subaccounts designated as the "Developer's Project Cost Subaccount", as well as a subaccount for the City designated as the "City Project Cost Subaccount." The Development Program Fund is pledged to and charged with the payment of costs in the manner and priority provided in 30-A M.R.S.A. § 5227(3)(B) and as set forth 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's Project Cost Subaccount described in Section 2.1 hereof or any funds therein, other than the interest in favor of the Developer hereunder in and to the amounts on deposit; 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 in the Fiscal Year following the Tax Year in which the Project receives its Certificate of Occupancy from the City, and continuing for a period of twenty (20) years or until the District is scheduled to terminate pursuant to the Development Program, whichever occurs sooner (the "CEA Years"), the City shall capture the Increased Assessed Value and deposit the resulting Tax Increment Revenue into the Developer's Project Cost Subaccount of the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement equal to the following amounts in each of the CEA Years:

CEA Year (July 1 – June 30)	**Captured Assessed Value Amount/Percentage of Increased Assessed Value to Developer**	**Net Payment to City**
1	All tax revenues paid on Increased Assessed Value over Net Payment	$255,000
2	All tax revenues paid on Increased Assessed Value over Net Payment	$260,100
3	All tax revenues paid on Increased Assessed Value over Net Payment	$265,302
4	All tax revenues paid on Increased Assessed Value over Net Payment	$270,608
5	All tax revenues paid on Increased Assessed Value over Net Payment	$276,020
6	35%	N/A
7	35%	N/A
8	35%	N/A
9	35%	N/A
10	35%	N/A
11	35%	N/A
12	35%	N/A
13	35%	N/A
14	35%	N/A
15	35%	N/A
16	35%	N/A
17	35%	N/A
18	35%	N/A
19	35%	N/A
20	35%	N/A

The City shall then allocate all of the Tax Increment Revenues as set forth above to the Developer's Project Cost Subaccount.

(b) The Developer agrees to construct a market rate housing development, with an intent to focus on medial or university markets, as appropriate, and an intent to target not more than 250 units; provided, however, that failure to achieve the market rate housing development in terms of intended target markets and number of units, or as specified in the Development Program shall not constitute a default or breach of any material term by the Developer under this Agreement.

(c) The Developer agrees that the City can decide to capture taxes paid on Increased Assessed Value in the District in an amount larger than the Captured Assessed Value identified in this Section 2.3 and utilize the taxes paid on such additional captured assessed value for the City's own economic development uses so long as the deposits into the Developer's Project Cost Subaccount and payments to the Developer hereunder are unaffected by such additional capture.

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 Developer's 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.

Section 2.5. Monies Held in Segregated Account.

All monies required to be deposited with or paid into Developer's 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. Payments to the Developer.

(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's Project Cost Subaccount.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against the Developer's Property remain unpaid, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Values; and second, shall constitute payment of Property Taxes with respect to Increased Assessed Values, to be applied first to payment in full of the Net Payment to the City for the year concerned in accordance with the table in Section 2.3(a); and third, to payment of the Developer's share of the Tax Increment Revenues for the year concerned as set forth in the table in Section 2.3(a), to be deposited into the Developer's Project Cost Subaccount. In any case where a portion of the property taxes assessed against the Developer's Property remains unpaid for any reason other than a bona fide valuation dispute, no payment of the Developer's share of the Tax Increment Revenues for the year concerned will be deposited into the Developer's Project Cost Subaccount until such property taxes assessed against that Developer's Property are paid in full.

Section 3.2. Failure to Make Payment.

(a) 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 a Developer's Project Cost Subaccount is insufficient to reimburse the Developer for the full amount due to that 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's Project Cost Subaccount and its obligation to make payment out of the Developer's Project Cost Subaccount to the Developer.

(b) Any payment from the City to the Developer not paid within thirty (30) days following the Tax Payment Date, as specified in Section 3.1 above, shall be subject to payment of interest to the Developer by the City at the same rate applicable to refunds of abated property taxes. The provision in this section 3.2(b) of an interest rate on late payments by the City shall not limit the Developer's right under section 5.2 below to collect or require immediate payment of past due City payments.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to the Developer at the addresses specified in Section 8.7 hereof in the manner provided hereinabove for the Developer's own respective use and benefit 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 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 the Developer hereunder, whether or not actually deposited into the respective Developer's 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. <u>Pledge of and Grant of Security Interest in Developer's Project Cost Subaccount</u>.

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's 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. <u>Perfection of Interest</u>.

(a) To the extent deemed necessary or desirable by the Developer, the City will at such time and from time to time as reasonably requested by the Developer establish the Developer's 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 funds (including the cost of counsel to the City with respect thereto) shall be borne exclusively by Developer. In the event such a fund is established under the control of a trustee or fiduciary, the City shall cooperate with Developer in causing appropriate financing statements and continuation statements naming Developer 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. <u>Further Instruments</u>.

The City shall, upon the reasonable request of either 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; <u>provided</u>, <u>however</u>, that no such instruments or actions shall pledge the credit of the City; and <u>provided further</u> 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 applicable Developer.

Section 4.4. No Disposition of the Developer's 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's 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 Developer's 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 the Developer when the same shall become due and payable;

(b) Any failure by the City to make deposits into Developer's Project Cost Subaccount as and when due;

(c) Any failure by the City or a Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or a Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof;

(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 a Developer's affairs shall have been entered against the Developer, which cannot be cured within 90 consecutive days following such action, 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.

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 non defaulting 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 non defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder. No remedies shall be available to a Developer with respect to default unrelated to the City's deposit, payment or performance obligations not impacting the Developer.

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.

This Agreement shall remain in full force from the Effective Date of the Development Program and shall expire upon the termination of the District term unless 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 INTERESTS

Section 7.1. <u>Consent to Pledge and/or Assignment or Grant of a Security Interest</u>.

The City hereby acknowledges that the Developer may from time to time pledge and assign its right, title and interest in, to and under this Agreement as collateral for any financing of the Project in the District secured by a mortgage of the Developer's Property within the District, although no obligation is hereby imposed on either of the Developers 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 Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to either Developer hereunder, to third parties as collateral or security for financing such development, on one or more occasions during the term hereof. The City agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by such prospective pledgee or assignee, 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. The City agrees to execute and deliver any 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 such pledgee or assignee such rights and/or remedies as Developer or such pledgee or assignee may reasonably deem necessary for the establishment, 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. <u>Pledge, Assignment or Security Interest</u>.

Except as provided in Section 7.1 hereof, the Developer shall not transfer or assign any portion of their 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. <u>Successors</u>.

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. This Agreement shall be enforceable by and inure to the benefit of the successors to the Developer of the project, including any subsequent purchaser of the property or the project, subject to the requirements of any process or approval identified pursuant to Article 7 hereof.

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.

(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 neither the City Council nor any official, officer, employee or agent of the City 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 of Biddeford
205 Main Street
Biddeford, Maine 04005
Attention: City Manager

If to SPME Barra, LLC:
c/o Donald S. Smith, Manager
Saxon Partners LLC
25 Recreation Park Drive
Hingham, MA 02043

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 the parties hereto. Section 2.3 may be amended by the City upon approval from the Commissioner without consent from the Developer as long as any change in the percentage of the Increased Assessed Value retained as Captured Assessed Value in the District pursuant to Section 2.3(a) does not affect the amount of Tax Increment Revenues transferred to the Developer's Project Cost Subaccount of the Project Cost Account pursuant to Section 2.3(a). In the unlikely event that the Department or the State of Maine prevents the City from capturing Increased Assessed Value and/or spending Tax Increment Revenues in a manner consistent with the provisions of this Agreement or the Development Program, to the extent possible the percentages of Property Taxes paid on Increased Assessed Values listed in Section 2.3(a) hereof, and the payment obligations related thereto, shall be reduced pro rata based for the applicable Tax Year. In such circumstance, the parties agree to enter into discussions in good faith about whether an amendment hereto is warranted in response to the prevention by the State from capturing value.

Section 8.9. Reserved.

Section 8.10. Benefit of Assignees or Pledgees.

The City agrees that this Agreement is executed in part to induce assignees or pledgees to provide financing for improvements by or on behalf of Developer within the District and accordingly all covenants and agreements on the part of the City as to the amounts payable hereunder as hereby declared to be for the benefit of any such assignee or pledgee from time to time of Developer's right, title and interest herein.

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 Biddeford, 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. In the event the parties are unable to agree, within a reasonable period, on the selection of an arbitrator, each party shall appoint a neutral and the selected neutrals shall be charged with selecting an arbitrator. Provided however, that in the event the selection of an arbitrator by the parties and through neutrals fails, 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 respective 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 applicable 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.

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:_________________________________
	Name: James A. Bennett Its City Manager, Duly Authorized by the City Council at its meeting on September 21, 2021

WITNESS: BY: SPME BARRA, LLC

__________________________________ By:_____________________________

Printed Name: _______________

2021.98 **IN BOARD OF CITY COUNCIL…SEPTEMBER 21, 2021**

A Resolution of the Biddeford City Council:

WHEREAS, in the Spring of 2021 the COVID-19 Pandemic had seemed to be coming to an end with the advent of vaccines and good vaccination rates, but instead infection rates, and new variants, hospitalizations, and deaths from the COVID-19 virus have been increasing inrecent months; and

WHEREAS, in the two (2) weeks between July 14 and July 28, 2021, the rate of COVID-19 infections confirmed by testing have more than doubled in the United States, and those trends continue; and

WHEREAS, on July 1, 2021, in the State of Maine, the average daily case total was 22.1;

WHEREAS, since that time the rate of COVID-19 infections confirmed by testing in the State of Maine has increased at a significant rate to an average number of 67.1 daily cases as of July 27, 2021, for an increase of 203.6 percent, and those trends continue; and

WHEREAS, a majority of the new infections in the United States and the State of Maine involve the Delta variant, a highly contagious SARS-CoV-2 virus strain; and

WHEREAS, the Delta variant has increased transmission, the severity of COVID-19 infections based on hospitalization and case fatality rates, and decreased susceptibility to therapeutic agents; and

WHEREAS, the Delta variant represents 47.6 percent of all sequenced samples collected in July in the State of Maine; and

WHEREAS, as a result of the Delta variant and the increase in COVID-19 infections, the United States Centers for Disease Control and Prevention announced on July 27, 2021, that fully vaccinated individuals should wear masks in indoor public settings in parts of the countrythat are experiencing a substantial or high transmission of COVID-19; and

WHEREAS, the Maine Center for Disease Control and Prevention similarly announced on July 28,2021, that masks are recommended to be worn by fully vaccinated individuals in public indoor settings in almost all Maine counties, including York County; and

WHEREAS, the risk of COVID-19 virus transmission from vaccinated individuals to unvaccinated individuals (for example children under 12) remains unknown; and

WHEREAS, the technology infrastructure and processes currently exist to continue to allow remote participation in and public access to City Council, Board, and Committee meetings in accordance with Maine law; and

WHEREAS, the City of Biddeford is committed to continuing to provide opportunities for public engagement which are accessible and safe; and

NOW, THEREFORE, BE IT ORDERED AND DECLARED by the Biddeford City Council that a limited emergency continues to exist within the City of Biddeford; and

BE IT FURTHER ORDERED, that as a result of the declared limited emergency and the existence of an “emergency or urgent issue” as described above, pursuant to 1 M.R.S. section 403-B and the City of Biddeford’s recently adopted Remote Participation Policy, being physically present for meetings in Biddeford City buildings may not be practicable at this time, and therefore allows that all members of the City of Biddeford boards, committees, and other groups may conduct meetings by remote technology/methods only until the limited emergency is terminated without limitations that currently exist with the current policy; and

BE IT FURTHER ORDERED, that in addition, all City of Biddeford's boards, committees and commissions and other groups may conduct meetings by remote technology and/or methods only until the limited emergency is terminated, subject however, to a public vote by the respective meeting body to remote only meetings; and

BE IT FURTHER ORDERED that this Order is enacted as an Emergency so that it may take effect immediately, with an expiration of December 31, 2021, unless otherwise repealed or extended by the Biddeford City Council.