

City of Biddeford

City Council

August 17, 2021 6:00 PM Council Chambers & Via Zoom

Please click the link below to join the webinar:

<https://biddeford.zoom.us/j/91756247425?pwd=ajVoM1EvNVpxQldCWmNjTjZoKzN1QT09>

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- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Adjustment(s) to Agenda**
 - 3.a. Remove: Update on Comprehensive Plan
- 4. Presentation:**
 - 4.a. Heart of Biddeford - Great American Main Street Award Application
- 5. Public Hearing**
 - 5.a. Adams Point Municipal Development and Tax Increment Financing (TIF) District
[8-17-2021 Adams Point TIF-Notice of Public Hearing.docx](#)
- 6. Consideration of Minutes:**
 - 6.a. August 3, 2021 Council Meeting Minutes
[8-03-2021 Council Meeting Minutes.docx](#)
- 7. Orders of the Day:**
 - 7.a. 2021.87) Authorization/Adams Point Municipal Development and Tax Increment Financing (TIF) District
[8-17-2021 Adams Point TIF-ORDER.docx](#)
[8-17-2021 Adams Point TIF-CM Letter Signed.pdf](#)
[8-17-2021 Adams Point TIF-Assessors Certificate.docx](#)
[8-17-2021 Adams Point TIF Application.pdf](#)
[8-17-2021 Adams Point Credit Enhancement Agreement.pdf](#)
[8-17-2021 Adams Point TIF-Statutory Requirements and Thresholds.docx](#)
 - 7.b. 2021.88) Approval/Fire Department Dorm Rooms Project/H.E. Callahan Construction of Auburn, Maine

- 8-17-2021 FD Dorm Rooms-Callahan Construction-ORDER.doc
- 8-17-2021 FD Dorm Rooms-MEMO.docx
- 8-17-2021 FD Dorm Rooms-BIDS.docx
- 8-17-2021 FD Dorm Rooms Furniture Listing.docx
- 8-17-2021 FD Dorm Rooms- H.E. Callahan Construction Bid.pdf
- 8-17-2021 FD Dorm Rooms-PC Construction Bid.pdf
- 8-17-2021 FD Dorms-Dimatteo Construction Management Bid.pdf
- 8-17-2021 FD Dorms-Bid Posting and Spec Sheet.pdf
- 7.c. 2021.89) Approval/Transportation Alternatives and South Street Connections Study/Contract Award to T.Y. Lin International
 - 8-17-2021 Transportation Alternatives-South Street-ORDER.doc
 - 8-17-2021 Transportation Alternatives-South Street-MEMO.docx
 - 8-17-2021 Transportation Alternatives and South Street Connections Study Contract.pdf
- 7.d. 2021.91) Amendment/Ch. 42, Motor Vehicles & Traffic, Sec. 42-90-No Parking/Add and Delete on Hills Beach Road
 - 8-17-2021 Hills Beach Road No Parking-ORDER.doc
 - 8-17-2021 Hill's Beach Road No Parking-MEMO.docx
- 8. Appointments:**
 - 8.a. Roger Hurtubise...Biddeford Fire Advisory Committee
 - 8-17-2021 Appt-Hurtubise Fire Advisory Comm.docx
 - 8-17-2021 Comm App-Hurtubise-Fire Advisory Comm.pdf
- 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. Executive Session**
 - 14.a. 1 MRSA 405(6)(A)...Personnel Matter
- 15. 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

“ Adams Point Municipal Development and Tax Increment Financing District”

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

**Tuesday, August 17, 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 Adams Point 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 1.54 acres located at 69 Adams Street Tax Map 38 Lot 296. The development project will include a complex of 39 units of multifamily rental housing, all of which are affordable.

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 – 5:00 pm, they can also be found at [Biddeford, ME | Official Website \(biddefordmaine.org\)](http://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 5:00PM on August 17, 2021.

The Biddeford City Council will hold these public hearings remotely using Zoom. Virtual meetings are allowed using emergency legislation approved by LD 2167; 1 M.R.S. §403-A, that authorizes municipalities to conduct meetings online. Allow your computer to install the free Zoom app to get the best meeting experience. To access the public hearings, please find the Zoom link at www.biddefordmaine.org.

COUNCIL MEETING

AUGUST 3, 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 6:00 p.m.

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

Ashanti Williams was excused.

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

Adjustments to the Agenda:

- Add Order 2021.86) Confirmation of Finance Director

2021.86 IN BOARD OF CITY COUNCIL... AUGUST 3, 2021

BE IT ORDERED, that City Manager, James Bennett's appointment of **Nichole Wood** as Finance Director for the City of Biddeford, be confirmed.

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

City Clerk Carmen Morris administered the Oath of Office to Nichole Wood.

MMA Annual Election – Vice President and Executive Committee Members

Motion by Councilor McCurry, seconded by Councilor Clearwater to confirm the nominations; and to further authorize the City Clerk to complete, sign and submit the ballot.
Vote: Unanimous.

Public Hearing: B. Peachee, Inc., dba Suger Liquor License Application

The Public Hearing was opened at 6:05 p.m.

There were no public comments.

The Public Hearing was closed at 6:05 p.m.

Liquor License Consideration: B. Peachee, Inc., dba Suger

Motion by Councilor Ready, seconded by Councilor Clearwater to recommend the issuance of a State Liquor License to B. Peachee, Inc., dba Suger.

Vote: Unanimous.

Consideration of Minutes: July 20, 2021

Motion by Councilor Lessard, seconded by Councilor Clearwater to accept the minutes as printed.

Vote: Unanimous.

Second Readings:

{For a copy of the ordinance amendments and first readings, see the Council Meeting minutes of July 20, 2021}

2021.72) Amendment/Land Development Regulations/Art. XV-Historic Preservation Ordinance/Process for nomination and addition of historic buildings, landmarks, and sites/Responsibilities of Historic Preservation Commission

Motion by Councilor McCurry, seconded by Councilor Lessard to grant the second reading of the ordinance amendment.

Vote: Unanimous.

2021.75) Amendment/Land Development Regulations/Art. XIII-Amendments/Sec. 3, Contract Zone #19-York County Judicial Center/Allowance of Solar Panel Arrays

Motion by Councilor Clearwater, seconded by Councilor McCurry to grant the second reading of the ordinance amendment.

Motion by Councilor McCurry, seconded by Councilor Lessard to amend by removing the stipulation set forth at the July 20, 2021 Council Meeting, that a fencing requirement shall be included in the Contract Zone, along with the solar panel arrays.
Motion was withdrawn.

Motion by Councilor Belanger, seconded by Councilor McCurry to amend by including language that the Planning Board be asked to review the possibility of the installation of fencing.
Motion was withdrawn.

Motion by Councilor McCurry, seconded by Councilor Belanger that the Council approves the proposed amendment to Contract Zone #19, but with the caveat that the appropriateness of fencing be considered by the Planning Board as part of their review of the photovoltaic panels.
Vote: Unanimous.

Vote on second reading of the ordinance, as amended: Unanimous.

Orders of the Day:

2021.83 **IN BOARD OF CITY COUNCIL..AUGUST 3, 2021**
BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to enter into a Joint Development Agreement with Mike Eon Associates, Ltd., Indian Cliff Development Corporation and Sawmill Park Properties, LLC (Eon Properties); and further, to enter into a Credit Enhancement Agreement with Saxon Partners for the development of a 250-unit housing project at the end of Barra Road.

Motion by Councilor Clearwater, seconded by Councilor Lessard to grant the order.
Vote: 6/2; Councilors Ready and McCurry opposed.
Councilors Emhiser, St. Cyr, Clearwater, Belanger, Ortiz and Lessard in favor.
Motion carries.

2021.84 **IN BOARD OF CITY COUNCIL... AUGUST 3, 2021**
BE IT ORDERED, that the City Manager is authorized to execute an Easement Deed in the form attached hereto between the City of Biddeford and Saco-Lowell, LLC granting a non-exclusive perpetual pedestrian and vehicular easement to Saco-Lowell, LLC to provide access for maintenance and repairs to Saco-Lowell LLC's land and buildings.

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

Motion by Councilor Belanger, seconded by Councilor Clearwater to amend by ensuring the inclusion of language indemnifying the City from Saco-Lowell's use of the easement.
Vote: Unanimous.

Vote on order, as amended: Unanimous.

2021.79 **IN BOARD OF CITY COUNCIL..JULY 20, 2021**
BE IT ORDERED, that the City Assessor be authorized to commit property taxes for the fiscal year commencing July 1, 2021 and ending June 30, 2022 in the total sum of \$50,241,414_ \$49,713,760 with \$1,331,480 raised for County Taxes, \$23,245,570 \$23,062,705 raised for School/Educational use, \$36,145,876 \$35,801,375 raised for Municipal use, and \$1,840,868 \$1,821,432 raised for TIF funding use, less estimated revenues of \$12,322,370, and

BE IT FURTHER ORDERED, that said Property Tax Commitment shall be payable in two equal installments on October 13, 2021 and April 13, 2022 with any odd amount to be due on the first installment, and that interest shall be collected at the rate of 6.00% per annum on any taxes remaining unpaid after each respective installment date.

BE IT FURTHER ORDERED, that the Tax Collector by authorized to accept voluntary prepayments on property taxes and to pay interest on these voluntary prepayments at the rate of 0.00% per annum.

BE IT FURTHER ORDERED, that said Property Tax Commitment be recommended to be at the rate of ~~\$18.42~~ \$18.23 per \$1,000 of Property Valuation.

Note: Overlay to be confirmed after commitment by the Assessor.

Motion by Councilor Ready, seconded by Councilor McCurry to remove the order from the table.

Vote: Unanimous.

Motion by Councilor St. Cyr, seconded by Councilor McCurry to amend the order by reducing the Contingency by \$344,492; and to further amend by reducing the amount raised for additional school funding by \$182,865; for a result in total reduction of \$527,357.

Vote: 7/1; Councilor Belanger opposed.

Councilors Emhiser, McCurry, St. Cyr, Clearwater, Ready, Ortiz and Lessard in favor.

Motion carries.

Vote on order, as amended: 7/1; Councilor Belanger opposed.

Councilors Emhiser, McCurry, St. Cyr, Clearwater, Ready, Ortiz and Lessard in favor.

Motion carries.

2021.85 **IN BOARD OF CITY COUNCIL..AUGUST 3, 2021**

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve the purchase of two(2) 2021 Ford Crossover Edge from Rowe Ford of Westbrook, Maine, with trade-ins, in an amount not to exceed \$60,108.00. Funding for these vehicles is in the FY22 CIP Funds.

NOTE: The Finance Committee will consider this item at their August 3, 2021 meeting and vote to recommend approval by the City Council.

Motion by Councilor McCurry, seconded by Councilor Lessard to grant the order.

Vote: Unanimous.

2021.68 **IN BOARD OF CITY COUNCIL..JULY 6, 2021**

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve that each non-union employee shall be entitled to a one-time monthly bonus of one hundred twenty-five dollars (\$125.00) per each month worked, for the period covering February 2020 to July 2021 (18 months), payable in full by July 31, 2021. Any employee that worked any hours in a given month is deemed eligible for that month.

NOTE: The Personnel Committee considered this item at their June 29, 2021 meeting and voted 3/1 to recommend passage by the City Council.

Motion by Councilor Clearwater, seconded by Councilor Belanger to remove the order from the table.

Vote: Unanimous.

Motion by Councilor Lessard, seconded by Councilor McCurry to amend the order that the monthly payments be made for 12 months, instead of 18 months.

Vote: 3/5; Councilors Lessard, McCurry and St. Cyr in favor.

Councilors Emhiser, Clearwater, Belanger, Ready and Ortiz opposed.

Amendment fails.

Vote on order: 4/4; Councilors Ready, Lessard, St. Cyr and McCurry opposed.

Councilors Emhiser, Clearwater, Belanger and Ortiz in favor.

Mayor Casavant voted in favor to break the tie. Motion carries.

Public Addressing the Council...5 minute limit per speaker; 30 minute total time limit):
There were no public comments.

City Manager Report:

City Manager James Bennett had the following items:

- 1) This year's E2E Program has had a few sessions and the program is going very well.
- 2) He highlighted the fact that the Council had done a good job over the past few years to keep the tax base steady, and he attributes this to consistent budgeting as the main reason

why Biddeford is not seeing a major shift in single family property value like other communities are seeing.

Other Business:

Councilor Ready: would like an update at the next Council Meeting on the apartment inspection program through the Code Enforcement Office. He is especially interested in where the City is with the first round of inspections. He asked if the Codes Office is currently short-staffed. City Manager Jim Bennett answered that there has been a turnover in a couple of the positions in that office, and he believes one of the positions will be filled soon. Councilor Ready asked that staffing information also be included in the update on the inspection program.

Councilor Ready also asked for an update on the Comp Plan at the next meeting. Jim Bennett noted that it is his understanding that a Comp Plan update is being planned, as well as a request for funds to complete the Comp Plan Update.

Councilor Lessard: mentioned that some of the trees in the downtown area are having issues with Ash Borer. This tree disease is caused by an invasive wood-boring beetle named emerald ash borer. It has been determined that the infected trees will need to be replaced. He offered to be a part of the conversation when it comes to deciding what the plan should be to replace the trees.

Councilor Clearwater: asked about the narrowness of lower Main Street and expressed concern with allowing parking on both sides of the street while having smooth passage of vehicles going in both directions.

She also expressed concern about the fact that enforcement of codes/ordinances in dealing with the blight issue in the downtown is on a complaint basis.

Council President Addressing the Council: Councilor McCurry had the following items:

- ✓ He asked for an update on the Main-Hill-Water Street Project. Jim Bennett answered that the project, which had been originally scheduled to be done this year, was pushed off by MaineDOT for another year. This has caused issues in regards to the fact that the City had already allocated the necessary matching funds for the project to be done this year. Due to the delay in getting the project started, the price tag for this project is now substantially more and the expectation is that the City will have to cover the additional costs. The City is pushing back on this since it was not the City that delayed this project. This item was tabled at the last PACTS meeting, and discussions are ongoing at this point.
- ✓ He would like an update on the traffic-calming issue on May Street.
- ✓ He would like to see more of a police presence in the downtown and more interactions with the businesses.
- ✓ He would like discussions to start about Fire Sub-stations and the best location for them.
- ✓ Initially, he had expressed concern with continuing to hold public meetings in a hybrid model; but after speaking with City Solicitor Keith Jacques, he now understands that the smaller committees may not be able to hold hybrid model meetings.

Mayor Addressing the Council: Mayor Casavant recently had a conversation with Public Works Director Jeff Demers about the Ash Borer infested trees in the downtown and Jeff noted that there is a 3-year expectancy before the tree branches start falling off. Jeff is currently working to come up with a plan for the replacement of the trees.

Mayor Casavant attend the Family Fun Fest on Sunday and was pleased with how well it turned out. He also noted that many of the buildings in that area of the City have been fixed up and the neighborhood is really looking good. He is concerned that this means rents are undoubtedly increasing.

Executive Session:

- **1 MRSA 405(6)(E)...Legal Matter**
- **1 MRSA 405(6)(A)...Personnel Matter**

Motion by Councilor McCurry, seconded by Councilor Lessard to move into Executive Session.
Vote: Unanimous. Time: 7:47 p.m.

Motion by Councilor Belanger, seconded by Councilor Emhiser to move out of Executive Session.
Vote: Unanimous. Time: 8:35 p.m.

Motion by Councilor Belanger, seconded by Councilor Emhiser to adjourn.
Vote: Unanimous. Time: 8:35 p.m.

Attest by: _____
Carmen J. Morris, City Clerk

CITY OF BIDDEFORD CITY COUNCIL ORDER

Adams Point Municipal Development and Tax Increment Financing District

2021.87 **IN BOARD OF CITY COUNCIL..AUGUST 17, 2021**

WHEREAS, the City is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate the **Adams Point 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 **Adams Point 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.

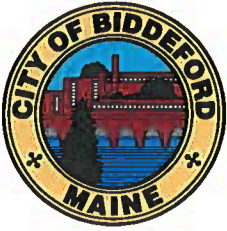
Section 3. Pursuant to the provisions of 30-A M.R.S.A. § 5227, the percentage of increased assessed value to be retained as captured assessed value in accordance with the Development Program is hereby established as set forth in the Development Program.

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, on terms as described in the Development Program and any other negotiated agreements between the City and the Developer.



City of Biddeford, Maine

The Office of
City Manager

James A. Bennett

Email: james.bennett@biddefordmaine.org

August 18, 2021

Heather Johnson, Commissioner
Maine Department of Economic
and Community Development
State House Station 59
Burton Cross Building, 3rd Floor
Augusta ME 04333

Re: Adams Point Municipal Development and Tax Increment Financing District

Dear Commissioner Johnson,

On behalf of the City of Biddeford, I am submitting the application for the Adams Point Municipal Development and Tax Increment Financing District as approved by the City of Biddeford on August 17, 2021.

With this letter, I certify that all information contained in this application is true and correct to the best of my knowledge.

Sincerely,

James A. Bennett
City Manager

EXHIBIT C
ASSESSORS' CERTIFICATE OF ORIGINAL ASSESSED VALUE
CITY OF BIDDEFORD
ADAMS POINT 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 Adams Point Municipal Development and Tax Increment Financing District, as delineated on a map included in the Development Program to which this Certificate is included and identified as tax map 38 and lot 296 consisting of 1.54 acres, was \$160,900 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

**ECONOMIC DEVELOPMENT
BIDDEFORD, MAINE**

An Application for a Municipal Development and Tax Increment Financing District

**ADAMS POINT
MUNICIPAL DEVELOPMENT AND
TAX INCREMENT FINANCING DISTRICT**

*Presented to:
BIDDEFORD CITY COUNCIL
August 17, 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: Adams Point LP		
8. Address: 22 South Street, Biddeford, ME 04005		
9. Telephone: 207-282-6537	10. Fax: 207-286-0580	11. Email: ggagnonbha@maine.rr.com
12. Business Contact Person: Guy M. Gagnon		
13. Principal Place of Business: 22 South Street, Biddeford, ME 04005		
14. Company Structure (e.g. corporation, sub-chapter S, etc.): Limited Partnership		
15. Place of Incorporation: Maine		
16. Names of Officers:		
17. Principal Owner(s) Name:		
18. Address:		

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)

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EXHIBITS:

A	TIF District Map Showing District in Relation to Municipal Boundaries and District Boundary
B	Statutory Requirements & Thresholds
C	Assessor’s Certification of Original Assessed Value
D-1	TIF Revenue/Captured Assessed Values Projections
D-2	Tax Shift Calculations
E	Public Hearing Notice
F	Public Hearing Minutes
G	City Council Order

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 69 Adams Street, to be known as Adams Point into an affordable housing development project. The City intends to designate a TIF district and enter into a credit enhancement agreement with the developer.

The developer is proposing thirty-nine (39) units of affordable, rental apartments for the site. Units would be a mix of one- to four-bedroom apartments and all would be considered “affordable,” requiring tenants to have incomes in the range of 30% to 60% of area median income as follows:

Adams Point – Unit Mix by Number of Bedrooms and % of Area Median Income

	30% AMI	50% AMI	60% AMI	Total
1-Bed	2	7	4	13
2-Bed	6	4	7	17
3-Bed	2	3	3	8
4-Bed			1	1
Total	10	14	15	39

The development project meets a critical need for affordable housing in the City and will support further economic, community, and workforce development. The project will be developed using Low Income Housing Tax Credit equity as the primary funding source, and thus each phase will be subject to an Extended Low-Income Housing Commitment Agreement with MaineHousing for a period of forty-five (45) years. These documents will be executed at closing and be recorded in the York County Registry of Deeds.

The developer of the project will be Southern Maine Affordable Housing & Adams Point LP (the “Developer”). The owner once developed will be Adams Point LP and the project will initially be managed by South Portland Housing.

B. Establishment of the Development Project

The City hereby establishes the “**Adams Point Municipal Development and Tax Increment Financing District**” (the “District”). The District will exist for a total of (30) 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 seventy-five percent (75%) of the increased assessed value of taxable real property located within the District for thirty (30) years and will use all of the property taxes paid on such captured value (the “TIF Revenues”), for a credit enhancement agreement.

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. Such credit enhancement agreement (CEA) will provide for a 30-year CEA term during which one hundred percent (100%) of the TIF Revenues generated by the captured assessed value from the District will be paid to the Developer in each year of the District.

B. The Development District

1. Physical Description

The proposed District will encompass a 1.54 acre area comprised of parcel known on City maps as map/lot 38-296. 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 total of thirty (30) years, terminating on June 30, 2052.

4. Certification of Original Assessed Value

The Original Assessed Value of the District was one hundred sixty thousand nine hundred dollars (\$160,900) 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 one hundred percent (75%) of the increased assessed taxable real property value of the District. Tax revenues generated by the captured assessed taxable real property value will be used for the Credit Enhancement Agreement for thirty (30) 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 a 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 1.54 acres of property. The Original Assessed Value of the District was dollars (\$160,900) as of March 31, 2021 (April 1, 2020). The City will capture seventy-five percent (75%) of the increased assessed value for the 30-year term of the District. The TIF Revenues so collected provide funding for the credit enhancement agreement so authorized herein, which will improve the City's economy and increase housing opportunities and 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 TIF 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. 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 credit enhancement payments, if any, 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 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 \$12,500,000 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 Adams Point 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 August 17, 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, August 17, 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 and associated agreement regarding property tax, which Order was adopted by the Council at a meeting of the Council duly called and held on August 17, 2021.

Exhibit A

(TIF District Maps)

EXHIBIT A - Adams Point TIF District Map Showing District in Relation to Municipal Boundaries and District Boundary

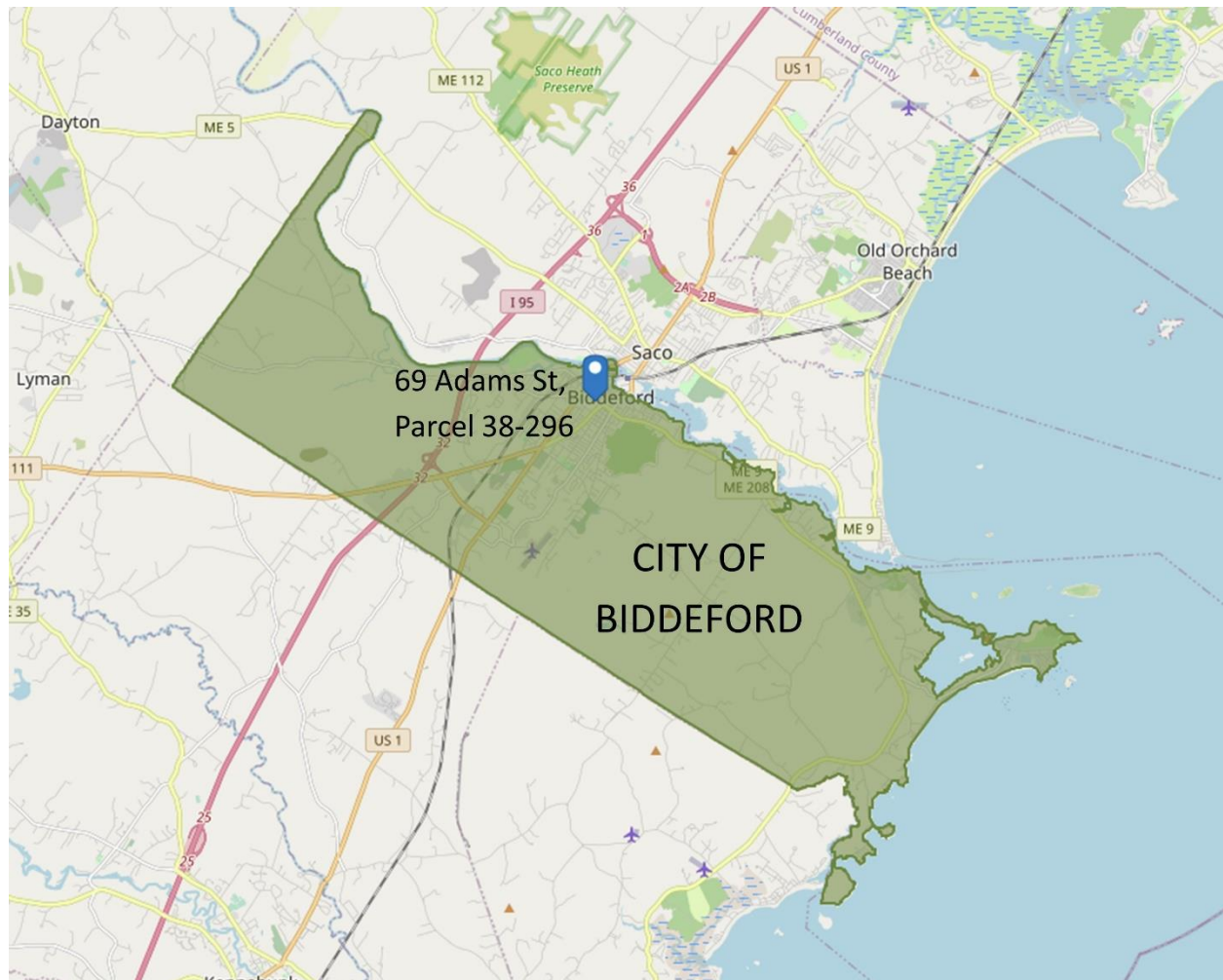


Exhibit A - Map of Adams Point TIF District Boundaries



North is based on the
Maine State
Coordinate System
NAD 1983
North Rotation is 34°

1 inch = 100 feet
0 100 200 300 Feet
UPDATED THROUGH APRIL 1, 2020
FOR ASSESSMENT PURPOSES ONLY
NOT TO BE USED FOR CONVEYANCES

The City of Biddeford, Maine
OFFICIAL TAX MAP
Office of the Tax Assessor
Nicholas D. Desjardins, CMA
Assessor



This Map is Prepared By:
The City of Biddeford, Maine
Technology Department
GIS Division
205 Main Street, P.O. Box 586, Biddeford, Maine 04005
207-283-1600, geis@biddefordmaine.org

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Tax Map

 - Adams Point TIF District

Exhibit B

(Statutory Requirements and Thresholds)

STATUTORY REQUIREMENTS AND THRESHOLDS
Adams Point TIF District & Development Program

SECTION A. Acreage Caps		
1. Total municipal acreage;	14,838	
2. Acreage of proposed Municipal TIF District;	1.54	
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;	1.54	
6. Percentage [=A5÷A1] of total acreage in proposed Municipal TIF District (CANNOT EXCEED 2%).	0.010%	
7. Total acreage of all <u>existing/proposed</u> 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	Existing	209.07
	Proposed	1.54
	Total:	210.61
30-A § 5223(3) EXEMPTIONS⁴		
8. Acreage of an <u>existing/proposed</u> Downtown Municipal TIF district;	0	
9. Acreage of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts:	199.88	
10. Acreage of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts:	0	
11. Acreage in all <u>existing/proposed</u> 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 <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	10.73	
13. Percentage of total acreage [=A12÷A1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	.072%	
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.	1.54	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 PTZ districts approved through December 31, 2008.

STATUTORY REQUIREMENTS AND THRESHOLDS
Adams Point 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;	\$160,900	
3. Taxable OAV of all <u>existing/proposed</u> Municipal TIF districts in municipality excluding Municipal Affordable Housing Development districts: Rte 111-Mill TIF - \$17,262,899 Adams Point - \$160,900 Riverdam TIF - \$983,700 Saco-Lowell TIF - \$534,700	Existing	\$18,781,299
	Proposed	\$160,900
	Total:	\$18,942,199
30-A § 5223(3) EXEMPTIONS		
4. Taxable OAV of an <u>existing/proposed</u> Downtown Municipal TIF district;	0	
5. Taxable OAV of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts:	\$17,262,899	
6. Taxable OAV of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts:	0	
7. Taxable OAV of all <u>existing/proposed</u> Single Taxpayer/High Valuation ⁶ Municipal TIF districts:	0	
8. Taxable OAV in all <u>existing/proposed</u> 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 <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	\$1,679,300	
10. Percentage of total taxable OAV [=B9÷B1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	.069%	

COMPLETED BY	
NAME :	Shana Cook Mueller
DATE :	8/2/2021

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
ADAMS POINT 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 Adams Point Municipal Development and Tax Increment Financing District, as delineated on a map included in the Development Program to which this Certificate is included and identified as tax map 38 and lot 296 consisting of 1.54 acres, was \$160,900 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

Exhibit D-1

(TIF Revenue Projections)

Exhibit D-1

Captured Assessed Value & TIF Revenue Projection Table - City of Biddeford - Adams Point Municipal Development and Tax Increment Financing District

TIF Year	Tax Year- April 1	Increased Assessed Value Real Prop.	Captured Valuation @75% of Value Captured	Projected Mill Rate	Total Projected New Taxes Gen. Fund	Total Projected New Taxes Captured	Captured Revenue to Municipal Project Account @0% of Captured Revenues	Captured Revenue to Developer Project Account @100% of Captured Revenues
1	2022	\$0	\$0	18.40	\$0	\$0	\$0	\$0
2	2023	\$0	\$0	18.40	\$0	\$0	\$0	\$0
3	2024	\$2,537,640	\$1,903,230	18.40	\$11,673	\$35,019	\$0	\$35,019
4	2025	\$2,588,392	\$1,941,294	18.40	\$11,907	\$35,720	\$0	\$35,720
5	2026	\$2,640,160	\$1,980,120	18.40	\$12,145	\$36,434	\$0	\$36,434
6	2027	\$2,706,164	\$2,029,623	18.40	\$12,448	\$37,345	\$0	\$37,345
7	2028	\$2,773,818	\$2,080,364	18.40	\$12,760	\$38,279	\$0	\$38,279
8	2029	\$2,843,164	\$2,132,373	18.40	\$13,079	\$39,236	\$0	\$39,236
9	2030	\$2,914,243	\$2,185,682	18.40	\$13,406	\$40,217	\$0	\$40,217
10	2031	\$2,987,099	\$2,240,324	18.40	\$13,741	\$41,222	\$0	\$41,222
11	2032	\$3,061,777	\$2,296,333	18.40	\$14,084	\$42,253	\$0	\$42,253
12	2033	\$3,138,321	\$2,353,741	18.40	\$14,436	\$43,309	\$0	\$43,309
13	2034	\$3,216,779	\$2,412,584	18.40	\$14,797	\$44,392	\$0	\$44,392
14	2035	\$3,297,198	\$2,472,899	18.40	\$15,167	\$45,501	\$0	\$45,501
15	2036	\$3,379,628	\$2,534,721	18.40	\$15,546	\$46,639	\$0	\$46,639
16	2037	\$3,481,017	\$2,610,763	18.40	\$16,013	\$48,038	\$0	\$48,038
17	2038	\$3,585,448	\$2,689,086	18.40	\$16,493	\$49,479	\$0	\$49,479
18	2039	\$3,693,011	\$2,769,758	18.40	\$16,988	\$50,964	\$0	\$50,964
19	2040	\$3,803,802	\$2,852,852	18.40	\$17,497	\$52,492	\$0	\$52,492
20	2041	\$3,917,916	\$2,938,437	18.40	\$18,022	\$54,067	\$0	\$54,067
21	2042	\$4,035,453	\$3,026,590	18.40	\$18,563	\$55,689	\$0	\$55,689
22	2043	\$4,156,517	\$3,117,388	18.40	\$19,120	\$57,360	\$0	\$57,360
23	2044	\$4,281,212	\$3,210,909	18.40	\$19,694	\$59,081	\$0	\$59,081
24	2045	\$4,409,648	\$3,307,236	18.40	\$20,284	\$60,853	\$0	\$60,853
25	2046	\$4,541,938	\$3,406,454	18.40	\$20,893	\$62,679	\$0	\$62,679
26	2047	\$4,678,196	\$3,508,647	18.40	\$21,520	\$64,559	\$0	\$64,559
27	2048	\$4,818,542	\$3,613,907	18.40	\$22,165	\$66,496	\$0	\$66,496
28	2049	\$4,963,098	\$3,722,324	18.40	\$22,830	\$68,491	\$0	\$68,491
29	2050	\$5,111,991	\$3,833,993	18.40	\$23,515	\$70,545	\$0	\$70,545
30	2051	\$5,265,351	\$3,949,013	18.40	\$24,221	\$72,662	\$0	\$72,662
30 Year TIF Total		\$102,827,523	\$77,120,642		\$473,007	\$1,419,020	\$0	\$1,419,020

Prepared by Camoin Associates, www.camoinassociates.com

Assumes mil rate of 18.40 and 75% captured assessed value all set aside for the credit enhancement agreement with the developer.

Exhibit D-2

(Projected Tax Shift Benefits)

Exhibit D-2					
Tax Shift Impact - City of Biddeford - Adams Point Municipal Development and Tax Increment Financing District					
TIF Year	Tax Year- April 1	Total Tax Shift	Education Shift	Rev. Sharing Shift	County Tax Shift
1	2022	\$0	\$0	\$0	\$0
2	2023	\$0	\$0	\$0	\$0
3	2024	\$17,587	\$13,817	\$2,814	\$956
4	2025	\$17,958	\$14,094	\$2,870	\$995
5	2026	\$18,339	\$14,376	\$2,927	\$1,036
6	2027	\$18,819	\$14,735	\$3,000	\$1,084
7	2028	\$19,312	\$15,103	\$3,075	\$1,134
8	2029	\$19,819	\$15,481	\$3,152	\$1,186
9	2030	\$20,340	\$15,868	\$3,231	\$1,241
10	2031	\$20,875	\$16,265	\$3,312	\$1,298
11	2032	\$21,424	\$16,671	\$3,395	\$1,358
12	2033	\$21,988	\$17,088	\$3,480	\$1,421
13	2034	\$22,568	\$17,515	\$3,567	\$1,486
14	2035	\$23,164	\$17,953	\$3,656	\$1,555
15	2036	\$23,776	\$18,402	\$3,747	\$1,627
16	2037	\$24,524	\$18,954	\$3,859	\$1,710
17	2038	\$25,296	\$19,523	\$3,975	\$1,798
18	2039	\$26,093	\$20,108	\$4,095	\$1,890
19	2040	\$26,916	\$20,712	\$4,217	\$1,987
20	2041	\$27,766	\$21,333	\$4,344	\$2,089
21	2042	\$28,643	\$21,973	\$4,474	\$2,196
22	2043	\$29,550	\$22,632	\$4,608	\$2,309
23	2044	\$30,485	\$23,311	\$4,747	\$2,427
24	2045	\$31,451	\$24,011	\$4,889	\$2,552
25	2046	\$32,449	\$24,731	\$5,036	\$2,683
26	2047	\$33,480	\$25,473	\$5,187	\$2,820
27	2048	\$34,544	\$26,237	\$5,342	\$2,965
28	2049	\$35,644	\$27,024	\$5,503	\$3,117
29	2050	\$36,780	\$27,835	\$5,668	\$3,277
30	2051	\$37,953	\$28,670	\$5,838	\$3,445
30 Year TIF Total		\$727,544	\$559,896	\$114,008	\$53,641
30Year TIF Avg.		\$24,251	\$18,663	\$3,800	\$1,788

Prepared by Camoin Associates, www.camoinassociates.com

Notes and Sources:

All tax shifts have been calculated according to MSHA attachment 10-A of the application

The tax shifts resulting from the sheltering of valuation from the state school funding formula are based on the state EPS funding model in which a statewide estimated mill rate of 7.26 mills in FY 2020-2021 is applied to a district's state valuation to determine the amount of local property taxes to be raised for education. By sheltering valuation through a TIF, the district avoids having to raise an amount equal to the valuation sheltered X mills.

State Municipal Revenue Sharing amounts are calculated from spreadsheet provided by Maine Revenue Services, Based on FY 2022 Projected Municipal Revenue Sharing, Maine Department of Treasury, Released 7.1.21 <http://www.state.me.us/treasurer>

County tax calculations are based on data from the York County Finance Department for the FY 2020 County Tax Year. For purposes of this analysis the total county tax assessment is estimated to increase 2.07% annually throughout the life of the TIF. This is based on the average annual increase in the past five years preceding the TIF application.

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

“ Adams Point Municipal Development and Tax Increment Financing District”

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

**Tuesday, August 17, 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 Adams Point 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 1.54 acres located at 69 Adams Street Tax Map 38 Lot 296. The development project will include a complex of 39 units of multifamily rental housing, all of which are affordable.

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 – 5:00 pm, they can also be found at [Biddeford, ME | Official Website \(biddefordmaine.org\)](http://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 5:00PM on August 17, 2021.

The Biddeford City Council will hold these public hearings remotely using Zoom. Virtual meetings are allowed using emergency legislation approved by LD 2167; 1 M.R.S. §403-A, that authorizes municipalities to conduct meetings online. Allow your computer to install the free Zoom app to get the best meeting experience. To access the public hearings, 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

Adams Point 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 **Adams Point 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 **Adams Point 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, on terms as described in the Development Program and any other negotiated agreements between the City and the Developer.

Dated: August 17, 2021

CREDIT ENHANCEMENT AGREEMENT
Between

THE CITY OF BIDDEFORD, MAINE

and

ADAMS POINT LP

DATED: AUGUST [] , 2021

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THIS CREDIT ENHANCEMENT AGREEMENT dated as of August [], 2021 between the City of Biddeford, Maine (the “City”), a municipal corporation and political subdivision of the State of Maine, and Adams Point LP (“Developer”), a Maine limited partnership. .

WITNESSETH THAT

WHEREAS, the City designated the Adams Point 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 August 17, 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 August [], 2021; and

WHEREAS, during the Vote, the City Council also authorized the execution of a credit enhancement agreement with the Developers as contemplated by the Development Program in the name of and on behalf of the City; and

WHEREAS, the City and the Developer desires 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.

“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 Subaccounts.

“District” shall have the meaning given such term in the first recital hereto, which is more specifically comprised of approximately 1.54 acres of real property.

“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.

“Project” means the affordable housing development project being undertaken by the Developer at the land located at 69 Adams Street, Biddeford, Maine.

“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.

“Captured Assessed Value” means the amount, stated as a percentage, 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.

“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 Property Original Assessed Value in any given Tax Year, there is no Property Increased Assessed Value in that year.

“Original Assessed Value” means one hundred sixty thousand nine hundred dollars (\$160,900), the taxable assessed value of the Property as of March 31, 2021 (April 1, 2020).

“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

AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date of the Development Program, the City shall create and establish a segregated fund in the name of the City designated as the “Adams Point 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 subaccount 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 Developers 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 during which the March 31st falls by which date Developer receives a Certificate of Occupancy for the Project (for example, if a Certificate of Occupancy is received by March 31, 2022, then the term of this Agreement begins on July 1, 2021), and continuing for a period of thirty (30) years or until the end of the original term of the District whichever is earlier (the “CEA Years”), the City shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to seventy-five percent (75%) of that portion of the property tax payments constituting Tax Increment Revenues.

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

(b) The Developer agrees to construct an affordable housing development consisting of approximately thirty (39) new apartments for families. The apartments will range from one (1) to four (4) bedrooms and will be restricted to those making up to a maximum of 60% of the Area Median Income. The Developers further agree to continue to work with the City to meet other mutual development goals for the construction of improvements around the Project.

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 amount to be deposited in the Development Program Fund for the City's use or to the general fund for the year concerned in accordance with Section 2.3; and third, to payment of the Developer's share of the Tax Increment Revenues for the year concerned, 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 either of the Developers 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 applicable 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 Subaccounts in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the City, the State of Maine, or any other City or political subdivision to levy or to pledge any form of taxation whatever therefor

or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of and Grant of Security Interest in Developer's Project Cost Subaccount.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge the Developer'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. Perfection of Interest.

(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 mis delivery of funds if delivered in accordance with the Developer's most recent written designation or instructions actually received by the City.

Section 4.3. Further Instruments.

The City shall, upon the reasonable request of 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; provided, however, that no such instruments or actions shall pledge the credit of the City; and provided further that the cost of executing and delivering such further instruments (including the reasonable and related costs of counsel to the City with respect thereto) shall be borne exclusively by the 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 applicable Developer or the applicable Developer shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the applicable 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 applicable Developer or the failure by the applicable 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 applicable 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 that particular 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. Consent to Pledge and/or Assignment or Grant of a Security Interest.

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. Pledge, Assignment or Security Interest.

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.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the City or the Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and the Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and the Developer.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials.

(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 Adams Point LP:

c/o Adams Point GP LLC
22 South Street
Biddeford, Maine 04005

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.

Section 8.9. Reserved.

Section 8.10. Benefit of Assignees or Pledges.

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 August 17, 2021

WITNESS:

BY: ADAMS POINT GP LLC, its General Partner

By: _____
Guy M. Gagnon, its Manager

STATUTORY REQUIREMENTS AND THRESHOLDS
Adams Point TIF District & Development Program

SECTION A. Acreage Caps		
1. Total municipal acreage;	14,838	
2. Acreage of proposed Municipal TIF District;	_____	
3. Downtown-designation ¹ acres in proposed Municipal TIF District;	0	
4. Transit-Oriented Development ² acres in proposed Municipal TIF District;	_____	
5. Total acreage [=A2-A3-A4] of proposed Municipal TIF District counted toward 2% limit;	0	
6. Percentage [=A5÷A1] of total acreage in proposed Municipal TIF District (CANNOT EXCEED 2%).	0%	
7. Total acreage of all <u>existing/proposed</u> Municipal TIF districts in municipality including Municipal Affordable Housing Development districts: ³ <i>Rte 111-Mill TIF – 199.88</i> <i>The Lofts at Saco Falls AHTIF – 0.83 Mission Hill AHTIF – 2.3 Riverdam TIF - 1.13 Adams Point – 3.54</i> <i>Lacopia House AHTIF – 0.20 Emory School AHTIF – 1.0 Saco Lowell TIF – 2.54</i>	Existing	209.0
	Proposed	3.54
	Total:	
30-A § 5223(3) EXEMPTIONS ⁴		
8. Acreage of an <u>existing/proposed</u> Downtown Municipal TIF district;	0	
9. Acreage of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts:	199.88	
10. Acreage of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts:	0	
11. Acreage in all <u>existing/proposed</u> 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 <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	_____	
13. Percentage of total acreage [=A12÷A1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	_____	
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.	_____	_____
TOTAL (except for § 5223 (3) exemptions a., b. <u>OR</u> 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.

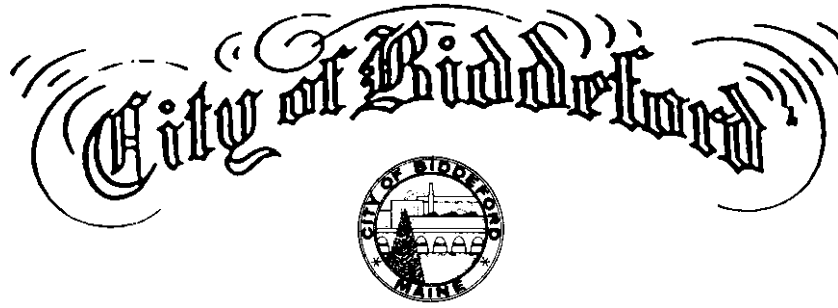
⁵ PTZ districts approved through December 31, 2008.

STATUTORY REQUIREMENTS AND THRESHOLDS
Adams Point 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;	\$160,900	
3. Taxable OAV of all <u>existing/proposed</u> Municipal TIF districts in municipality excluding Municipal Affordable Housing Development districts: Rte 111-Mill TIF - \$17,262,899 Adams Point - \$160,900 Riverdam TIF - \$983,700 Saco-Lowell TIF - \$534,700	Existing	\$18,781,299
	Proposed	\$160,900
	Total:	\$18,942,199
30-A § 5223(3) EXEMPTIONS		
4. Taxable OAV of an <u>existing/proposed</u> Downtown Municipal TIF district;	0	
5. Taxable OAV of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts:	\$17,262,899	
6. Taxable OAV of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts:	0	
7. Taxable OAV of all <u>existing/proposed</u> Single Taxpayer/High Valuation ⁶ Municipal TIF districts:	0	
8. Taxable OAV in all <u>existing/proposed</u> 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 <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	\$1,679,300	
10. Percentage of total taxable OAV [=B9÷B1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	.069%	

COMPLETED BY	
NAME:	Shana Cook Mueller
DATE:	

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



2021.88

IN BOARD OF CITY COUNCIL..AUGUST 17, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve a contract with H.E. Callahan Construction of Auburn, ME to renovate the dorm rooms at Central Fire Station for an amount not to exceed \$138,000.00. Funding of this project will come out of the Infrastructure and Building Improvements/Repairs Municipal Bond that was approved by the voters at the November 3, 2020 Municipal Referendum Election.

BE IT FURTHER ORDERED, that the City Council approve the allocation of \$16,454 for the purchase of furniture for the newly constructed dorm rooms.

NOTE: This item will be considered by the Finance Committee at their August 17, 2021 meeting.



Finance and Council Meeting

Meeting Date: 8/17/21

Meeting Time: 1700

Agenda Item No:

Item Description: Fire Department bed room renovations

Submitted by: Chief Scott Gagne

Supporting Information/Documentation:

Attached is the department bid specifications and support documentation, plus the bid results from the three bidders

Key Terms:

N/A

Executive Summary:

This bid is to renovate the bed room at Central Fire Station to change the current lay out from 5 double bed rooms to 11 single rooms.

Detailed Review:

This project is being requested to allow Central Fire Station to have individual sleeping and resting quarters for our staff on duty. Currently, the layout at the station has most staff staying two people to a room. This causes many issues. The most recent issue was with covid. One of the largest risks that we have with the spread of covid or any virus internally is when staff is forced to stay in the same room with someone that may be caring a virus. With covid, we were instructed by Maine EMS to not have our staff stay with more than one person in a room because of the risk of spread. To try to adjust to this we have moved beds into our conference room and we have had to convert some office space into sleeping space. This has caused a hardship on us operationally as well as a hardship for staff. Additionally, as our department grows and society changes, it is becoming more and more needed to have staff have the ability to have a space to rest that is not occupied by others. This would help with stress and all for personnel space. We are requesting the funding for this project for both short and long term needs. Additionally, I have added an option requesting new furniture for the project at a total cost not to exceed \$16,454. This would update the rooms with a new beds, desk, and night stand and replace the existing beds that came from the old station and are over 30 years old. Please see attached sheet.

Funding Source:

Staff Recommendation:

We are recommending that H.E. Callahan Construction Company be considered for this project. They meet the project specs and are the lowest bidder.



**CITY OF BIDDEFORD
FIRE DEPARTMENT**

152 Alfred Street
Biddeford, Maine 04005
Tel: 207-282-6632
Fax: 207-283-8243

Chief Scott R. Gagne
Assistant Chief Edward B. Dexter
Deputy Chief Kevin D. Duross

August 5, 2021

RE: 2021 Biddeford Fire Department Dorm Renovations Bid Opening

On Friday, August 5, 2021 at 1302, dorm renovation bids were opened. Three (3) bids were received and three (3) bids opened.

Present:

Leah Schaffer, Mobile Studio Design
Bob McClintock, PC Construction
Maddy Foster, H.E. Callahan Construction Co.
Jason Crocker, Biddeford Fire Department
Kevin Duross, Biddeford Fire Department

Bidders:

1. H.E. Callahan Construction Co.
Base Bid Amount - \$138,000
2. PC Construction Company
Base Bid Amount - \$ 163,600
3. DiMatteo Construction Management
Base Bid Amount - \$ 185,000

Furniture Option:

\$16,454

Total \$154,454



CITY OF BIDDEFORD FIRE DEPARTMENT

152 Alfred Street
Biddeford, Maine 04005
Tel: 207-282-6632
Fax: 207-283-8243

Chief Scott R. Gagne
Assistant Chief Ed Dexter
Deputy Chief Kevin D. Duross

Additional Option for FD bed rooms

Purchase of the following:

• Beds - 11	\$8,910
• Desks - 11	\$3,039
• Night stands -11	\$1,375
• Wardrobes – 4	\$1,600
• Murphy bed -1	\$1,500
Total	\$16,454

As an option I would like to request to replace the following furniture as part of the project, the beds are over 30 years old and come over from the old fire station. This request for 11 beds, desks, and night stands are to fill for the 11 rooms that we will have. The 4 wardrobes are for the rooms that currently do not have correct lockers and the Murphy bed will be used in a current office if there were 12 people on duty. The above prices are estimates based on each item listed. If approved we would select the final item types once the room have near completion and go through the City's procurement process. If possible I am requesting to have the amount of a maximum of \$16,454 assigned to the project for furniture as listed above. Thank you

BID FORM

Demo and Renovations for Dorm Rooms
Biddeford Fire Department Central Station

The undersigned Contractor agrees to perform the services indicated in the above scope of work and on the attached Contract Documents for the lump sum amount of:

BASE BID AMOUNT \$ 138,000

BASE BID AMOUNT IN WORDS \$ One Hundred Thirty-Eight Thousand

PREPARED BY: Christine Kendall



TITLE: President

COMPANY: H.E. Callahan Construction

PHONE #: 207-784-6927

E-MAIL: christine.kendall@hecallahan.com

DATE: 7/30/21

CERTIFICATE OF ELIGIBILITY FOR

Demo and Renovations for the Dorm Rooms Biddeford Central Fire Station Biddeford, Maine

This form must be completed by and submitted by Prospective Contractors and their subcontractors who wish to be considered for this work, failure to complete the certificate of eligibility will result in disqualification of the prospective contractor. Attachments to this sheet are acceptable (please properly label). Each subcontractor should submit a separate form.

☒ Primary Bidder ☐ Subcontractor (check one)

1. Name and address of Firm.

H.E. Callahan Construction _____ (Name)
PO Box 677 _____ (Address)
Auburn, Maine 04212 _____ (Address)

2. Has your firm or any predecessor firm defaulted on a contract or had work terminated for non-performance within the last five (5) years? No. If so, on a separate sheet describe the circumstances / reasons.
3. Has your firm or any predecessor firm been denied a concern of surety, a bid bond, or a performance bond within the last twelve (12) months? No. If so, on a separate sheet describe the circumstances / reasons.
4. Provide the following on all current projects in progress to include subcontractors and generals:
Any renovation project, and or projects in excess of \$10,000 gross value. Confidential information request are acceptable however, must be submitted in a separate envelope marked "confidential" (Use additional sheets as necessary).

Project Name: Mount Desert Island Hospital MRI Addition

Location: 10 Wayman Lane, Bar Harbor, ME 04660

Owner: Mount Desert Island Hospital

CERTIFICATE OF ELIGIBILITY FOR
Demo and Renovations for the Dorm Rooms
Biddeford Central Fire Station Biddeford, Maine

This form must be completed by and submitted by Prospective Contractors and their subcontractors who wish to be considered for this work, failure to complete the certificate of eligibility will result in disqualification of the prospective contractor. Attachments to this sheet are acceptable (please properly label). Each subcontractor should submit a separate form.

☐ Primary Bidder ☒ Subcontractor (check one)

1. Name and address of Firm.

Ace Painting (Name)
400 Technology Way (Address)
Scarborough, ME 04074 (Address)

2. Has your firm or any predecessor firm defaulted on a contract or had work terminated for non- performance within the last five (5) years? NO. If so, on a separate sheet describe the circumstances / reasons.
3. Has your firm or any predecessor firm been denied a concern of surety, a bid bond, or a performance bond with in the last twelve (12) months? NO. If so, on a separate sheet describe the circumstances / reasons.
4. Provide the following on all current projects in progress to include subcontractors and generals:
Any renovation project, and or projects in excess of \$10,000 gross value. Confidential information request are acceptable however, must be submitted in a separate envelope marked "confidential" (Use additional sheets as necessary).

Project Name: Biddeford Fire Department Dorm Reno.

Location: 12 Alfred Street, Biddeford ME, 04005

Owner: Town of Biddeford

Architect / Engineer Leah Schaffer

Contract Amount: \$ 8,500

Scheduled completion Date: _____

Project Name: _____

Location: _____

Owner: _____

Architect / Engineer _____

Contract Amount: \$ _____

Scheduled completion Date: _____

Project Name: _____

Location: _____

Owner: _____

Architect / Engineer _____

Contract Amount: \$ _____

Scheduled completion Date: _____

BID BOND

Frankenmuth Mutual Insurance Company
One Mutual Avenue, Frankenmuth, MI 48787

CONTRACTOR:

(Name, legal status and address)

H E Callahan Construction Company
P O Box 677 2664 Turner Road
Auburn, ME 04212

OWNER:

(Name, legal status and address)

City of Biddeford Central Fire Station
152 Alfred Street
Biddeford, ME 04005

SURETY:

(Name, legal status and principal place of business)

Frankenmuth Mutual Insurance Company

BOND AMOUNT: Five Percent (5%) of the Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

Renovation of Dorm Rooms 2nd floor / Addition Central Fire Station

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of July, 2021.

Brian Ross
(Witness)

Jessica J. Dumas
(Witness)

H E Callahan Construction Co.

Christine Kendall
(Principal) Christine Kendall (Seal)

President
(Title)

Frankenmuth Mutual Insurance Company

Wendy T. Pomeroy
(Surety) Wendy T. Pomeroy (Seal)

Attorney-In-Fact
(Title)

FRANKENMUTH MUTUAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Wendy Pomeroy, Flint Christie, Jennifer F. Bjorn

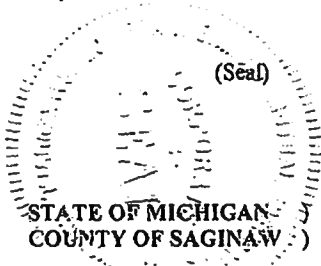
Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.



Frankenmuth Mutual Insurance Company

By [Signature]
Frederick A. Edmond, Jr.,
President and Chief Operating Officer

STATE OF MICHIGAN
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

[Signature]

(Seal)

Dianne L. Voss, Notary Public
Saginaw County, State of Michigan
My Commission Expires July 23, 2024

I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 30th day of July, 20 21.

[Signature]

Andrew H. Knudsen, Vice President

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED
TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096



Frankenmuth Mutual Insurance Company
Ansur America Insurance Company
Patriot Life Insurance Company
Patriot Insurance Company

SURETY BOND SEAL ADDENDUM
Frankenmuth Mutual Insurance Company

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Frankenmuth Mutual Insurance Company has authorized its Attorneys-in-Fact to affix Frankenmuth Mutual Insurance Company's, corporate seal to any bond executed on behalf of Frankenmuth Mutual Insurance Company, by any such Attorney-in-Fact, by attaching this Addendum to said bond.

Through September 27, 2021, to the extent this Addendum is attached to a bond that is executed on behalf of Frankenmuth Mutual Insurance Company, by its Attorney-in-Fact, Frankenmuth Mutual Insurance Company, hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 30th day of July, 2020. ^{2021.}



Frankenmuth Mutual Insurance Company

Sign: Wendy T. Pomeroy
Attorney-in-fact Wendy T. Pomeroy



HECALLA-01

WPOMEROY

DATE (MM/DD/YYYY)

7/26/2021

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER The Kyes Agency, Inc. 171 Main Street Farmington, ME 04938	CONTACT NAME: Wendy Pomeroy	
	PHONE (A/C, No, Ext): (207) 778-9862	FAX (A/C, No): (207) 778-5970
INSURED HE Callahan Construction Co. HEC Inc P O Box 677 Auburn, ME 04212	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Insurance Company	
	INSURER B: Charter Oak Fire Ins. Co.	
	INSURER C: Travelers Property Casualty Co	
	INSURER D: Maine Employers' Mutual Ins.	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			DT-CO-2R498369-IND-20	11/3/2020	11/3/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Property D Ded \$ 2,500 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payment \$ 5,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA-2R498831-20-26-G	11/3/2020	11/3/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP-2R500124-20-26	11/3/2020	11/3/2021	EACH OCCURRENCE \$ 1,000,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1810109436	11/1/2020	11/1/2021	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Bid Date 07/30/2021 Bids for Renovations to Dorm Rooms Additions Central Fire Station

CERTIFICATE HOLDER

CANCELLATION

City of Biddeford Central Fire Station Biddeford Fire Department Central Fire Station 152 Alfred Street Biddeford, ME 04005	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

CERTIFICATE OF ELIGIBILITY FOR

Demo and Renovations for the Dorm Rooms Biddeford Central Fire Station Biddeford, Maine

This form must be completed by and submitted by Prospective Contractors and their subcontractors who wish to be considered for this work, failure to complete the certificate of eligibility will result in disqualification of the prospective contractor. Attachments to this sheet are acceptable (please properly label). Each subcontractor should submit a separate form.

☒ Primary Bidder ☐ Subcontractor (check one)

1. Name and address of Firm.

PC Construction Company (Name)
131 Presumpscot St (Address)
Portland, ME 04103 (Address)

2. Has your firm or any predecessor firm defaulted on a contract or had work terminated for non- performance within the last five (5) years? NO. If so, on a separate sheet describe the circumstances / reasons.
3. Has your firm or any predecessor firm been denied a concern of surety, a bid bond, or a performance bond with in the last twelve (12) months? NO. If so, on a separate sheet describe the circumstances / reasons.
4. Provide the following on all current projects in progress to include subcontractors and generals:
Any renovation project, and or projects in excess of \$10,000 gross value. Confidential information request are acceptable however, must be submitted in a separate envelope marked "confidential" (Use additional sheets as necessary).

Current on-going projects with Maine Special Projects Group

Project Name:

Aroma Joe's

Location:

Lewiston

Owner:

Currier Capital

Architect / Engineer

Aroma Joe's

Contract Amount: \$ Confidential

Scheduled completion Date: 8/17/2021

Project Name: Maine Veterans Home -Window Replacement

Location:

Scarborough

Owner:

MVH

Architect / Engineer

SMRT

Contract Amount: \$ 281,700

Scheduled completion Date: 2/1/2021

Project Name:

Millennium Power Plant - Gantry Crane Extension

Location:

Charlton, MA

Owner:

Millennium Power

Architect / Engineer

H. L Turner

Contract Amount: \$ Confidential

Scheduled completion Date: 8/6/2021

BID FORM

Demo and Renovations for Dorm Rooms Biddeford Fire Department Central Station

The undersigned Contractor agrees to perform the services indicated in the above scope of work and on the attached Contract Documents for the lump sum amount of:

BASE BID AMOUNT \$ 163,600

BASE BID AMOUNT IN WORDS \$ One Hundred sixty-three thousand, six hundred dollars

PREPARED BY: Justin Reed

TITLE: Senior Project Manager

COMPANY: PC Construction Company

PHONE #: 802-598-6498

E-MAIL: jreed@pcconstruction.com

DATE: 8/5/2021

Please see our attached bid clarifications.



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

PC Construction Company
193 Tilley Drive
South Burlington, VT 05403

OWNER:

(Name, legal status and address)

City of Biddeford
152 Alfred Street
Biddeford, ME 04005

BOND AMOUNT: \$Five Percent of Bid (5% of Bid)

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company
of America
One Tower Square
Hartford, CT 06183

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

PROJECT:

(Name, location or address, and Project number, if any)

Biddeford Fire Department Dorm Room Renovations

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

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User Notes:

(2020766051)

Signed and sealed this 30th day of July, 2021

Sara Demer
(Witness)

Goswami Pooja
(Witness)

PC Construction Company

(Contractor as Principal)

Nicole M. LaBrecque (Seal)

(Title) Nicole M. LaBrecque, Vice President

Travelers Casualty and Surety Company of America

(Surety)

Michael T. Walsh (Seal)

(Title) Michael T. Walsh, Attorney-in-Fact

Init.

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User Notes:

(2020766051)



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

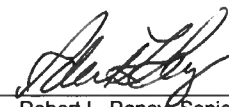
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **MICHAEL T WALSH** of **SOUTH BURLINGTON**, Vermont, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

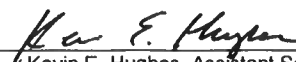
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **30th** day of **July**, 2021




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



BUILDING STRONGER, TOGETHER

131 Presumpscot Street
Portland, ME 04103
207.874.2323
pcconstruction.com

100% EMPLOYEE OWNED

August 5, 2021

Attention: Assistant Chief Paul R. LaBrecque
152 Alfred Street
Biddeford, Maine

Re: Biddeford Fire Department Proposal to Demo and Renovate

Dear Assistant Chief LaBrecque:

I would like to thank you for giving us the opportunity to provide a proposal for the upgrades required at your facility in Biddeford, Maine. Our proposal and scope of work is based on drawings by Mobile Studio Design dated June 24, 2021, RFI Responses #1-3, Request for Proposal, and site visit on July 14, 2021. We anticipate the construction scope of work to occur over an 8 consecutive week period. We have estimated the work being completed, Monday through Friday, with permissible working hours of 7:00 am to 5:30 pm.

Allowances

1. HVAC Design Build Allowance: \$15,000
2. Base board Heating Removal: \$3,000
3. Final Clean: \$760

CLARIFICATIONS

- a. Our proposal is based on mutually agreed upon contractual terms and conditions, payment terms, and construction schedule.
- b. We have included the cost in our proposal for a performance and payment bond.
- c. Our proposal includes builder's risk insurance, but since the builder's risk insurance will only cover the Work itself, the existing structure still needs to be insured by the Owner's property insurance. Our proposal assumes that the Owner will maintain property insurance on both its real and personal property and that the Owner will waive all rights against the Contractor for damage to the Owner's real and personal property provided such loss is covered under the Owner's property insurance.
- d. Our proposal is firm for ten days.
- e. Our quotation excludes sales tax.
- f. We exclude any costs associated with 3rd party professional services.
- g. Our proposal includes the Mechanical, Electrical, and sprinkler permits. All other permits are by others.
- h. Our proposal does not include any prevailing wages, Davis bacon wages, or any other wage requirements.
- i. We have not included any cost in our proposal for the sampling, handling, abatement or disposal of contaminated materials including, but not limited to lead paint, asbestos, etc.

- j. Our proposal assumes adequate space for construction laydown and temporary tool storage trailer(s) located in or near the workspace.
- k. Our proposal is based on normal work hours Monday through Friday.
- l. Our bid is based on a rapid response by the owner and/or engineer for direction on unforeseen conditions, to keep the scope of work moving forward.
- m. We have not included any cost for temporary toilet facilities. We have assumed that we can use the existing bathrooms at the building.
- n. We have not included any cost for temporary power. We have assumed that we will be able to use the existing electrical service for our power requirements.
- o. We have not included any cost for water required for construction. We have assumed that we will be able to use the existing service at the facility for our water requirements.
- p. Our proposal excludes firestopping as no rated walls have been identified.
- q. New locker curbs to be constructed out of pressure treated 2x4 and plywood.
- r. All existing doors frames and hardware assumed to be in sufficient condition for reuse.
- s. New VCT will be installed at threshold where new door openings are created.
- t. Our proposal includes temporary enclosures of the construction area constructed out of plastic zip wall system.
- u. Our proposal assumes the existing chair rail can be salvaged and reused for infilled openings.
- v. Our proposal excludes any work associated with the roofing, building envelope, and sealing any leaks.
- w. Our proposal excludes modification to the reception counter as no details have been provided.
- x. Our site walk did not include access to Library 216 and therefore we exclude any unforeseen conditions of this space.
- y. Specific EXCLUSIONS FROM MES Contractors
 - i. Rewiring of NM-B and SE cable wiring methods in place that are not directly affected by the renovations
 - ii. Additional amplifiers that might be required if it is discovered that the PA System circuit capacity will be exceeded by adding the necessary speakers
 - iii. Fire alarm notification power supplies or increased backup battery sizing if it is determined that the current head end system equipment NAC capacity is being exceeded
 - iv. The following is excluded as it pertains to the sprinkler scope of work: Temp sprinkler coverage, Fire watch, Demo, Valve work, Painting of pipe.
 - v. The existing sprinkler system is already designed for light hazard use and therefore a complete system redesign and install is not necessary.

Thank you for the opportunity to be of service. I hope that our proposal meets with your approval. If you have any questions or comments, please feel free to contact me at 802-233-8897.

Best Regards,



Robert McClintock
Project Manager

BID FORM

Demo and Renovations for Dorm Rooms
Biddeford Fire Department Central Station

The undersigned Contractor agrees to perform the services indicated in the above scope of work and on the attached Contract Documents for the lump sum amount of:

BASE BID AMOUNT \$ 185,000.^{xx}
BASE BID AMOUNT IN WORDS \$ ONE HUNDRED EIGHTY FIVE THOUSAND

PREPARED BY: MICHAEL Di'MAITEO
TITLE: OWNER / MANAGER
COMPANY: Di'MAITEO CONSTRUCTION MANAGEMENT
PHONE #: (207) 767-7410
E-MAIL: Di'MAITEOCHS@YAHOO.COM
DATE: AUGUST 5, 2021

Addendum to Bid Proposal

HVAC Design Build

HVAC to Include;

HVAC shall be moved to accommodate new walls no additional ducting to systems.

Install new lay ins for each space with manual dampers on diffusers. (Approx. 10)

Fresh air shall come from existing economizer on rooftop

No Sprinkler piping work this would have to be by others

No moving of hydronic heaters. New walls should be worked around them.

Work to conform to all state and local codes

Electrical Design Build

Electrical to Include;

1. (7) 2x4 LED center basket fixtures
2. (3) 2x2 LED Center basket fixtures
3. (10) lighting control switches, to be part of existing control system
4. Up to (52) duplex receptacles and (10) Arc Fault circuit interrupters to meet NFPA 70
5. (12) self contained two-head emergency light fixtures
6. City Electrical permit
7. (2) night light LED receptacles in the Hallway

Allowance: We carried in our Base Bid Proposal an allowance of \$7,000 for any fire alarm work and Intercom work.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

DiMatteo Construction Management Services, LLC
231 Front St., Suite 3
South Portland, ME 04116

OWNER:

(Name, legal status and address)

The City of Biddeford
39 Alfred St.
Biddeford, ME 04005

SURETY:

(Name, legal status and principal place of business)

Great Midwest Insurance Company

800 Gessner, Suite 600

Houston, TX 77024

Mailing Address for Notices

401 Edgewater Place

Wakefield, MA 01880

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Biddeford Fire Department Dorm Room Renovations, Biddeford ME

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of July, 2021.

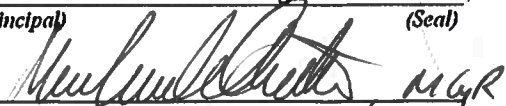
(Witness)


(Witness) Marjorie J. Schmicks

DiMatteo Construction Management Services, LLC

(Principal)

(Seal)

By: 

(Title)

Great Midwest Insurance Company

(Surety)

(Seal)

By: 

(Title) Deron K. Treadwell, Attorney-in-Fact

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Blair E. Torelli, Christine E. Watson, Deron K. Treadwell, Eric R. Toothaker, Michael A Viner, Michelle V. Orlando, Marjorie J. Schmieks

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

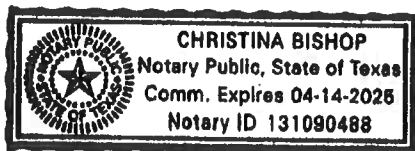
BY _____

Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY _____

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 30th Day of July, 2021.



BY _____

Leslie K. Shaunty
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

DiMatteo Construction Management

COMPLETED PROJECTS – 2016 thru 2021

USM Russell Hall Renovations, Gorham

Completed: March 15, 2016

Contract For: \$ 245,800

Owner: University of Southern Maine

Contact: Tim Braun, USM Project Manager

Architect: SMRT Architects, Andrew Tyner

USM Science Bldg. Lab A203 Renovations, Portland

Completed: August 1, 2016

Contract For: \$ 179,205

Owner: University of Southern Maine

Contact: Nancy Thereault, USM Project Mgr.

Architect: Lavallee Brensinger Architects, Paul Lewandowski

Westbrook City Hall Renovations, Westbrook

Completed: September 12, 2016

Contract For: \$ 300,802

Owner: City of Westbrook

Contact: Eric Dudley, P.E.

Architect: Lachman Architects & Planners, Denis Lachman

USM Bailey Hall Lab & Greenhouse Renovation, Gorham

Completed: March 3, 2017

Contract For: \$ 297,814

Owner: University of Southern Maine

Contact: David Carney, USM Project Mgr.

Architect: Port City Architects, Mark Chaloupecky

USM Science Bldg. Office Renovations, Portland

Completed: August 3, 2017

Contract For: \$ 798,914

Owner: University of Southern Maine

Contact: David Carney, USM Project Mgr.

Architect: WBRC Architects, Michael Johanning

USM Woodbury Community Ctr. Restroom Renovations
Completed: November 3, 2017
Contract For: \$ 123,671
Owner: University of Southern Maine
Contact: David Carney, USM Project Mgr.
Architect: Oak Point Associates, Chelsea Mercer

Windham Public Library Renovations
Completed: March 30, 2018
Contract For: \$ 240,500
Owner: Town of Windham
Contact: Tony Plante, Town Manager
Architect: Oak Point Associates, Bill Van Benthuyzen

Hollis Community Center Renovations – Phase 2
Completed: August 17, 2018
Contract For: \$ 423,150
Owner: Town of Hollis
Contact: Rita Perron, Town Select-person
Owner's Representative: Envelope Arch/Consulting, David Douglass

USM Payson Smith Lecture Hall Renovations & Upgrades
Completed: August 24, 2018
Contract For: \$ 226,300
Owner: University of Southern Maine
Contact: Joe Gallant, Project Manager
Architect: Oak Point Associates, Rick Creswell

No. Deering Fire Station Renovation & Expansion
Completed: April 29, 2019
Contract For: \$ 1,076,675
Owner: City of Portland
Contact: Mike Fask - Public Bldgs. Project Manager
Architect: Winton Scott Architects, Pandika Plegi

USM Payson Smith Hall #305 Renovation
Completed: August 12, 2019
Contract For: \$ 273,000
Owner: University of Maine Portland
Contact: Carol Potter, USM Project Manager
Architect: PDT Architects, Matt Pilzer

Narragansett School Modular Classrooms – Phase 1

Completed: April 30, 2020

Contract For: \$ 842,820

Owner: Town of Gorham, School Department

Contact: Norm Justice, Owner's Representative

Engineer: Sebago Technics, Owens McCullough

Narragansett School – Kitchen Building Addition – Phase 2

Completed: October 30, 2020

Contract For: \$ 424,115

Owner: Town of Gorham, School Department

Contact: Norm Justice, Owner's Representative

Engineer: Sebago Technics, Owens McCullough, PE

CURRENT PROJECTS

USM Bailey Hall Sprinkler Upgrades

Schedule: Phase 1 Completed August 14, 2020 ... Phase 2 Completion Date - August 21, 2021

Contract For: \$ 3,550,946

Owner: University of Maine

Contact: Joe Gallant, USM Project Manager

Architect: Harriman Associates, John Tarr, PE

Narragansett School Modular Classrooms – Phase 3

Completion Date: August 6, 2021

Contract For: \$ 445,000

Owner: Town of Gorham, School Department

Contact: Norm Justice, Owner's Representative

Engineer: Sebago Technics, Owens McCullough, PE

Deering High School Gym/Locker Rooms/Office HVAC Renovations

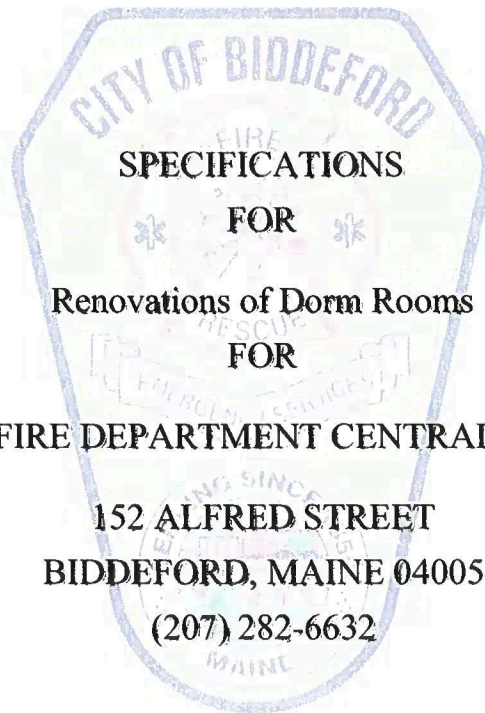
Completion Date: August 13, 2021

Contract For: \$ 451,160

Owner: City of Portland

Contact: Mike Fask – Portland Public Bldgs., Project Manager

Engineer: Triple Point Engineering, Aaron Sirois



**SPECIFICATIONS
FOR
Renovations of Dorm Rooms
FOR
BIDDEFORD FIRE DEPARTMENT CENTRAL FIRE STATION
152 ALFRED STREET
BIDDEFORD, MAINE 04005
(207) 282-6632**

basis for a price increase unless specifically identified with the proposal submittal and agreed upon to formal award.

- A. Demo existing partition walls, heating, HVAC, electrical fixtures, fire sprinkler heads, fire alarm notification devices, as needed and install with new. Any existing material capable of being re-used, must be specified in the bid spec.
- B. Frame new walls and ready for mechanicals.
- C. Install drywall, prime and paint two coats on walls.
- D. Install and add new solid core composite doors with new hardware and trim, prime and paint with two coats of paint.
- E. Remove existing suspended ceiling as needed and replace new suspended ceiling to match as close as possible to existing tiles.
- F. Remove existing VCT flooring and install with new VCT flooring in disturbed areas.
- G. Relocate existing HVAC duct work and provide additional HVAC duct to new areas where needed.
- H. Install rough and finish electrical to meet code with MC, and relocate or add additional matching ceiling light fixtures where needed. Lighting to be wired to current house lights and activate with in house emergency tone.
- I. Remove and relocate existing fire alarm horns and smoke alarms, add new horns and smokes where needed to meet NFPA 72 and 70 fire alarm and electrical code.
- J. Remove and relocate existing fire sprinkler heads as needed and install new additional fire sprinkler heads where needed to meet the current NFPA 13 fire sprinkler code.
- K. Contractor shall ensure that work is performed in a safe and workman like manner at all times and incorporates all elements of the 20160121 IAQ Construction Control Guide rev 2, attached.

3.00 GENERAL REQUIREMENTS

Summary of Work:

A. The contractor shall:

- 1. Obtain all State and local permits, licenses etc.
- 2. Evaluate the proposed scope of work and the existing conditions during the pre-bid walkthrough to provide an accurate bid and schedule to complete the work.
- 3. Provide notification with the bid submittal of any errors or omissions within the plans or specifications that may have a material impact on completion of the project or the total cost of the project as submitted in the proposal.
- 4. Provide all materials and labor necessary to complete the work as indicated on the construction drawings.
- 5. Contractor shall maintain a safe working environment at all times including but not limited to, compliance with the provisions of Biddeford's IAQ Construction Control Guide.

In the case of ambiguities, discrepancies or irregularities in the drawings, specifications, or applicable codes and standards, the contractor shall request clarification from the design professional before proceeding. Any anticipated irregularities, omissions or clarifications should be clearly identified in the proposal. Failure to identify an irregularity or request a clarification shall not be the basis for a change order having negative cost implications for the Fire Department. The cost of correcting work done as the result of proceeding without obtaining clarification will be borne solely by the contractor. No claims for extras by the contractor will be allowed that are the result of a failure by the contractor to carefully review all portions of the drawings and specifications and to familiar themselves with the job conditions.

A performance bond of 10% of the total cost of the project will be required from the contractor awarded the bid.

5.00 INSURANCE COVERAGE:

The winning contractor shall procure, carry and maintain comprehensive general liability insurance which, includes the following coverage.

General Liability	Each Occurrence	Aggregate
Bodily Injury	\$ 1,000,000	\$ 1,000,000
Property Damage	\$ 500,000	\$ 500,000

Automobile Insurance must be carried on vehicles entering the site. The insurance shall have the following coverage.

Auto Insurance	Each Occurrence	Aggregate
Bodily Injury (per person)	\$ 1,000,000	\$ 1,000,000
Property Damage	\$ 500,000	\$ 500,000

Architect / Engineer

Contract Amount: \$ _____

Scheduled completion Date: _____

Project Name: _____

Location:

Owner:

Architect / Engineer

Contract Amount: \$ _____

Scheduled completion Date: _____

Project Name:

Location:

Owner:

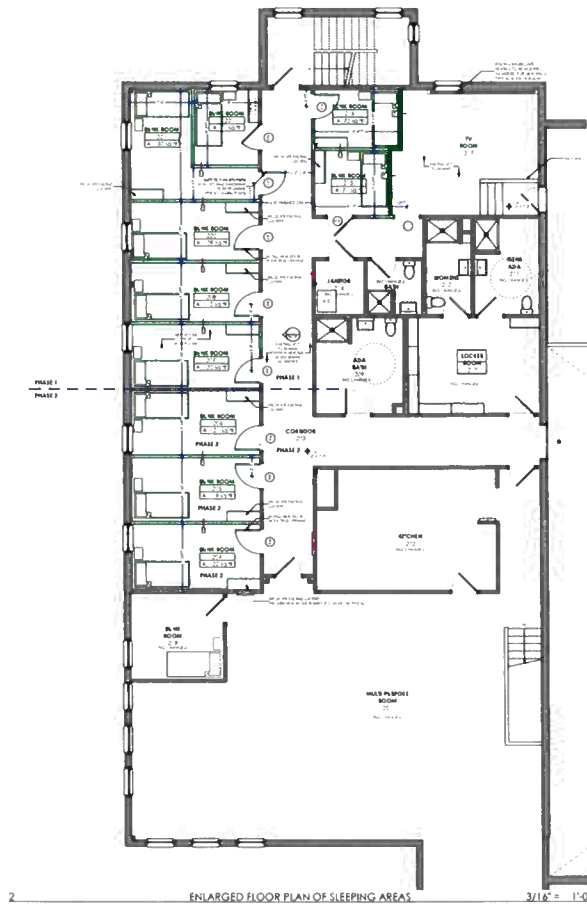
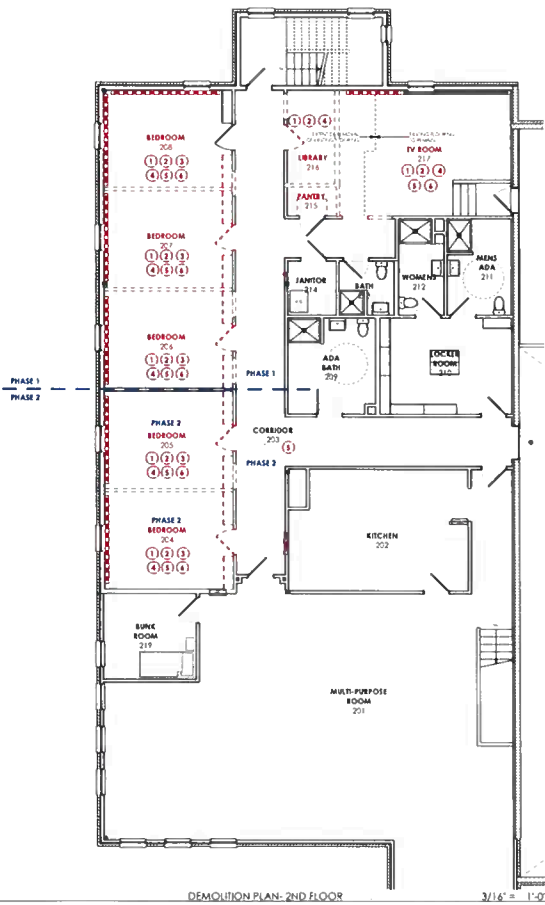
Architect / Engineer

Contract Amount: \$ _____

Scheduled completion Date: _____



PERMIT SET



BIDDEFORD FIRE DEPARTMENT
BIDDEFORD FIRE DEPARTMENT

0861 57
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PHASING PLAN

A-SK 1

mobile
studio
design

**CITY OF BIDDEFORD
PUBLIC LEGAL NOTICE
INVITATION TO BID**

The Biddeford Fire Department is seeking Bids to demolish and renovate existing dorm Rooms on the second floor of the Central Fire Station. Bid information can be obtained on the City of Biddeford Web site or by contacting the Biddeford Fire Department at (207) 282-6632 located at 152 Alfred Street Biddeford Maine 04005.

All Bids must be submitted by Friday July 30, 2021 at 1:00 PM



**CITY OF BIDDEFORD
FIRE DEPARTMENT**

152 Alfred Street
Biddeford, Maine 04005
Tel: 207-282-6632
Fax: 207-283-8243

Chief Scott R. Gagne
Assistant Chief Edward B. Dexter
Deputy Chief Kevin D. Duross

August 5, 2021

RE: 2021 Biddeford Fire Department Dorm Renovations Bid Opening

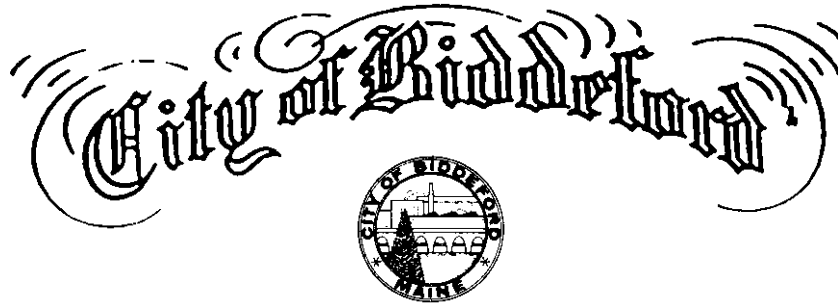
On Friday, August 5, 2021 at 1302, dorm renovation bids were opened. Three (3) bids were received and three (3) bids opened.

Present:

Leah Schaffer, Mobile Studio Design
Bob McClintock, PC Construction
Maddy Foster, H.E. Callahan Construction Co.
Jason Crocker, Biddeford Fire Department
Kevin Duross, Biddeford Fire Department

Bidders:

1. H.E. Callahan Construction Co.
Base Bid Amount - \$138,000
2. PC Construction Company
Base Bid Amount - \$ 163,600
3. DiMatteo Construction Management
Base Bid Amount - \$ 185,000



2021.89

IN BOARD OF CITY COUNCIL..AUGUST 17, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to enter into an agreement with T.Y. Lin International to complete the "Transportation Alternatives and South Street Connections Study" (Turnpike Authority Exit 32).



Biddeford Policy Committee

Meeting Date: August 17, 2021

Meeting Time: 6:00 pm

Agenda Item No: 2021.89

Item Description: Exit 32 Contract with T.Y. LIN International

Submitted by: Mathew Eddy, director of Planning and Development

Supporting Information/Documentation:

Approval of Three-way Agreement between MTA, MDOT, and the City:

https://granicus_production_attachments.s3.amazonaws.com/biddeford/7f6a955855c40984b8abdc0b70962c1a0.pdf

Key Terms:

MDOT: Maine Department of Transportation

MTA: Maine Turnpike Authority

SMPDC: Southern Maine Planning and Development Commission

RFP: Request for Proposal

Executive Summary:

We are asking approval for the City Manager to enter into contract with T.Y. Lin International for \$140,579.64 to complete the Transportation Alternatives and South Street Connections Study (aka Exit 32). The city's match responsibility for this project is 25% or \$25,000 (previously approved).

Detailed Review:

In December of 2020, the City entered into a 3-way agreement with MTA, MDOT and the City to conduct a study of Exit 32 alternatives, including a connection to South Street:

The Study's purpose is to evaluate transportation alternatives to improve connectivity between I-95 via Exit 32, South Street and downtown Biddeford in order to relieve congestion along Route 111 and to support economic development opportunities given reasonable available state, local, federal and MTA funding. The Study will include an evaluation of a new South Street Connector in Biddeford between South Street and Route 111 westerly of I-95. It

will identify potential route(s) for a connector, prepare cost estimates for the new roadway, complete a preliminary assessment of impacts and identify potential weaknesses related to required state and federal regulatory processes. The Study will also include a traffic analysis. It will evaluate new connector alternatives with and without the long-term Exit 32 improvements planned by the MTA.

The City went out to RFP in early 2021. In addition to advertising, the RFP was direct mailed to those on MaineDOT's Prequalified Consultants list. We received two responses, one from T.Y. Lin and the other from Vanasse Hangen Brustlin, Inc. (VHB). As you may remember, we also entered into a small contract with SMPDC to assist the City in managing the grant and this RFP process.

In the MDOT process, the study outline and price are submitted separately; the consultant is selected based on their strategy for addressing the issues of the study. On the selection committee were the three parties and SMPDC. The group overwhelmingly selected T.Y. Lin for their approach to the issues.

T.Y. Lin's proposal price exceeded that budgeted for the process. Following MDOT protocols, the team and T.Y. Lin reduced some aspects of the project, eliminated at least one consulting team, and reduced the contract amount to \$140,579.64. MTA agreed to cover the additional cost.

Funding Source:

City Council approved matching funds using revenue remaining from the Woods Island Dredge.

Staff Recommendation:

Recommend Approval

CONTRACT FOR A STATE-FUNDED PROJECT

Transportation Alternatives and South Street Connections Study

Project Location: Biddeford, Maine

Contract Maximum Amount

\$140,579.64

Project WIN: 24983.00

Contract Begin Date: July 27, 2021

2022

Contract Expiration Date: December 31,

This Project Contract (**Contract**) is entered into between the City of Biddeford, Maine, (hereinafter **Municipality**), a municipal corporation with its principal administrative offices located at 205 Main Street, Biddeford, Maine and with a mailing address of 205 Main Street, Biddeford, ME 04005 and T.Y. Lin International (hereinafter **Consultant**), a corporation or other legal entity with its principal place of business located at 12 Northbrook Drive #101, Falmouth, Maine 04105.

This Contract contains the following attachments:

- x Appendix A – Method of Payment and Price, Overhead Rate, DBE Form, A-1 Form
- x Appendix B – Consultant's Proposal – Detailed Scope of Work
- x Appendix C – Equal Employment Opportunity Provisions

The Municipality and the Consultant hereby agree as follows:

- A. The Scope of Work.** The Consultant agrees to complete all work as detailed in this contract. The Consultant shall be responsible for furnishing all supervision, labor and equipment required to perform all work pursuant to this contract. The Municipality shall have the right to alter the nature and extent of the work as provided in this Contract; payment shall be made as provided in this Contract.
- B. Contract.** Since this project is being undertaken with funding from the State of Maine, the Consultant agrees to be bound by all applicable requirements of the Maine Department of Transportation's Consultant General Conditions dated **April 6, 2015**, incorporated herein by reference: www.maine.gov/mdot/cpo/docs/general/consultant-general-conditions.pdf.
- C. Time.** This Contract shall become effective on the date last signed and that date shall constitute the earliest date for which work may commence. The Consultant agrees to complete all project deliverables as outlined in this Contract on or before October 31, 2022.
- The **Expiration Date** of this Contract is December 31, 2022, at which time work cannot continue under this contract without a modification in place to extend the expiration date.
- D. Team Members.** Please list names of the Project Manager, designer, other key personnel, and primary sub-consultants you are using for this Contract.

Project Manager: Tom Errico

Designer: Shawn Davis

Other Key Personnel: Kevin Ducharme

Sub-consultants: Morris Communications/Gorrill Palmer/Kevin Hooper/TRC

E. **Representations.** By signing below, the Consultant hereby represents that to the best of the Consultant's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Contract documents are complete and accurate as of the date of this Contract.
2. The Consultant knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized to sign this Contract on behalf of the Consultant and to legally bind the Consultant to the terms of this Contract.
4. Work shall not commence before the Municipality has fully executed this Contract and given the Consultant authorization to proceed.

F. **Debarment.** By signing below, the Consultant hereby represents that to the best of the Consultant's knowledge and belief, the organization, its principals and any subconsultants:

1. Are not debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any federal, state or local governmental agency.
2. Have not within three (3) years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. violating federal or state antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

SEE CLARIFICATION BELOW WHICH HAS BEEN ACCEPTED FOR RECENTLY APPROVED MAINEDOT CONTRACTS AND THIS WAS NOTED IN OUR PROPOSAL FOR THE PROJECT.

In March 2019, TYLI received a notice of termination for cause from its client, Oregon Department of Transportation (ODOT) on the Twin Creeks Project, which is a small, design-bid-build rural highway widening and rail crossing project in Central Point, Oregon. TYLI disagrees with ODOT's termination and we are attempting to resolve the relevant issues through the dispute resolution process proscribed in our contract with ODOT.

G. **Agreement.** The undersigned – having carefully examined the site of work, scope of work and other conditions including insurance requirements for transportation project-related services – agrees to supply all the professional services, materials, tools, equipment and labor to

complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed to in Appendix A (attached).

Consultant further agrees to perform the work required at the prices specified above in accordance with the terms of this Contract and to provide the appropriate insurance.

Consultant also agrees:

First: That insurance (and a current Certificate of Insurance) as specified in this Contract will be provided before any work begins under this Contract.

Second: To begin the work on the date specified herein, and to complete the work within the time limits herein in accordance with the terms and conditions of this Contract.

IN WITNESS WHEREOF, the Consultant, for itself, its successors and assigns, hereby execute two (2) originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

City of Biddeford

T.Y. Lin International

By: _____

By: _____

(Date Signed)

(Date Signed)

APPENDIX A TO PROJECT CONTRACT:
FEE ESTIMATE AND A-1 RATE FORM

Municipality of Biddeford WIN 24983.00
CONSULTANT'S DETAILED COST PROPOSAL FORM

Consultant Name: T.Y. Lin International
Vendor/Customer No.:
Project Title/Location: Transportation Alternatives and South Street Connections Study
Service Area or Phase of Work: Transportation Planning

Orig. Date: May 21, 2021
Revised Date:
Contact Name: Thomas Errico
Contact e-mail address: thomas.errico@tylin.com

Consultant Positions =>		PROJECT MANAGER	SENIOR ENGINEER	SENIOR DESIGN	ENGINEER	TRAFFIC ENGINEER	QA/QC	PRODUCTION	TRANSPORTATION PLANNER		TOTAL		
#	Task Descriptions	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
1	Project Coordination and Meetings	32.00	4.00		4.00						40.00		
2	Assessment of Current Conditions	16.00	12.00	8.00	60.00	10.00	2.00				108.00		
3	Assessment of Future Scenarios	40.00	20.00	22.00	120.00	12.00	2.00		6.00		222.00		
4	Develop Preliminary Recommendations	40.00	20.00	22.00	60.00	8.00	2.00		6.00		158.00		
5	Public and Agency Feedback	30.00			12.00						42.00		
6	Final Report	30.00	8.00	8.00	24.00	12.00	2.00	40.00	6.00		130.00		
7											0.00		
8											0.00		
9											0.00		
10											0.00		
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12											0.00		
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20											0.00		
21											0.00		
TOTAL HOURS		188.00	64.00	60.00	280.00	42.00	8.00	40.00	18.00	0.00	700.00		
HOURLY RATE		\$62.00	\$49.50	\$44.00	\$28.25	\$42.87	\$50.00	\$41.15	\$50.00	\$0.00			
DIRECT LABOR TOTAL		\$11,656.00	\$3,168.00	\$2,640.00	\$7,910.00	\$1,800.54	\$400.00	\$1,646.00	\$900.00	\$0.00	\$30,120.54		
DIRECT EXPENSES													
MRLD		\$0.00	NOTE: This proposal form must be accompanied by: (a) Description of Services; (b) Scope of Work; (c) DBE form; (d) Appendix A-1; (e) Certified Payroll; (f) Insurance Certificates; and (g) Any Subconsultant Proposals.							Overhead %		157.76%	\$47,518.16
Morris Communications		\$12,617.00								Profit/Fee %		10.00%	\$7,763.87
Gorrill Palmer		\$18,645.00								Subtotal =			\$85,402.57
Kevin Hooper Associates		\$11,970.00								Total Direct Expenses =			\$55,177.07
TRC		\$11,121.07											
Printing		\$500.00											
Mileage (currently \$.45 per mile) 12tripsx60mi		\$324.00											
Other		\$0.00											
TOTAL DIRECT EXPENSES =		\$55,177.07											
								Total Proposed Cost		\$140,579.64			

APPENDIX A-1

METHOD OF PAYMENT

☐ Adjustable Burdened Hourly Rates
☒ Adjustable Burdened Hourly Rates - Fixed Overhead
☐ Fixed Burdened Hourly Rates
☐ Cost Per Unit of Work
☐ Cost Plus Fixed Fee
☐ Lump Sum

Date: 3/31/2021
 Consultant Name: T.Y. Lin International
 Project Location: Biddeford
 WIN #: 24983
 CSN# (If known):

Employee Names/Classifications & Rates

Please indicate the Employee Names/Classifications and rates that will be used to fulfill the requirements of this contract.

Employee Name & Classification	Actual Rate Paid *	Allowable Direct Labor Hourly Rate	Overhead % 157.760%	Profit/Fixed Fee% 10.0%	Burdened Hourly Rate
Thomas Errico - Project Manager	\$63.50	\$62.00	\$97.81	\$15.98	\$175.79
Shawn Davis - Senior Engineer	\$49.50	\$49.50	\$78.09	\$12.76	\$140.35
Thomas Antz - Transportation Engineer	\$28.25	\$28.25	\$44.57	\$7.28	\$80.10
Lynda Richards-Stocks - Office Administration	\$41.15	\$41.15	\$64.92	\$10.61	\$116.68
Tim Kelley - Senior Designer	\$44.00	\$44.00	\$69.41	\$11.34	\$124.76
Meaghan Capuano - Traffic Engineer	\$42.87	\$42.87	\$67.63	\$11.05	\$121.55
Rich Perrin - Transportation Planner	\$80.89	\$50.00	\$78.88	\$12.89	\$141.77

*I certify that this rate is the actual rate paid to this employee under this firm's payroll.

By: 

Date: 3/31/2021

Kevin Ducharme - Vice President

I certify that the foregoing signature is true and accurate, and if electronic, I further certify that it (a) is intended to have the same force as a manual signature, (b) is unique to myself, (c) is capable of verification, and (d) is under the sole control of myself.

☒ Original Contract
☐ Modification

**MaineDOT CONSULTANT'S DBE/SUBCONSULTANT
PROPOSED UTILIZATION FORM**

**Must be provided by the Consultant as an attachment to Technical Proposals for New Contracts
and Contract Modifications**

Consultant Firm (Prime): T.Y. Lin International

Prime Consultant is a Maine Certified DBE: Yes ☐ No ☒

Contact Person: Tom Errico

Tele: 207-347-4354 Fax: _____

E-mail: thomas.errico@tylin.com

Contract/Modification Amount: \$140,579.64

Date of Execution: _____
(For Department Use Only)

WIN: 24983.00

Project Location: Biddeford

TOTAL ANTICIPATED DBE: 2.0 % PARTICIPATION FOR THIS CONTRACT/MODIFICATION

W B E •	D B E •	Non DBE	Firm Name	Description of Work	Anticipated \$ Value
☒	☐	☐	Morris Communications	Public Outreach	\$12,617.00
☐	☐	☐			
☐	☐	☒	TRC	Environmental	\$11,121.07
☐	☐	☒	Kevin Hooper Associates	Transportation Planning	\$11,970.00
☐	☐	☒	Gorrill Palmer	Traffic Engineering	\$18,645.00
☐	☐	☐			
☐	☐	☐			
Subconsultant Total >					\$54,353.07
DBE Total >					\$12,617.00

**Note: this information is used to track and report anticipated db e participation in all federally funded MaineDOT contracts. The anticipated DBE amount is voluntary and will not become a part of the contractual terms.*

(MAINEDOT INTERNAL USE ONLY)

Form received: ____/____/____ Verified by: _____
Civil Rights Office Representative

☐ FHWA ☐ FTA ☐ FAA ☐ FRA ☐ MARAD

For a complete list of certified firms and company designation (WBE/DBE) go to
<http://www.maine.gov/mdot/civilrights/dbe/>

**APPENDIX B TO PROJECT CONTRACT:
SCOPE OF WORK**

SCOPE OF WORK

Task 1 – Project Coordination and Meetings

The TYLI Team will work closely with the study team throughout all phases of the effort. TYLI will conduct 6 meetings and the kick off meeting with the study team consisting of representatives from Biddeford, MaineDOT, MTA and SMPDC. We proposed the kick-off meeting to include the following:

- Identify and understand local issues, relevant state, and local regulatory requirements.
- Finalize the project schedule and scope of work, and public engagement plan.
- Identify previously relevant study efforts, and data needs and gaps including traffic, utility, and environmental data.
- A draft a preliminary study purpose and need will be crafted and reviewed.

We would expect the other study team meetings to occur at key milestones during the study. We propose the following:

1. Kick-Off Meeting
2. Following completion of Task 2 with preparation for the first public meeting.
3. During Task 3 – Assessment of Future Scenarios (two meetings – one during the assessment and one prior to the second public meeting)
4. During Task 4 - Development of Preliminary Recommendations (two meetings – one during the development of preliminary recommendations and one prior to the third public meeting)
5. During Task 6 for reviewing Draft Final Report

Refer to Task 6 for Public Outreach and public meeting scope of work.

Deliverable: Preparation of materials, attending meetings and providing detailed notes for Project Kick off meeting, 3-5 study team meetings, 2-3 public meetings.

Task 2 – Assessment of Current Conditions

The TYLI Team will assemble, review and evaluate available information in the study area provided by the City of Biddeford, MTA, and MaineDOT, and identify any missing data that will need to be collected or created. Existing performance of traffic in the study area based on traditional transportation models will be included.

Assemble Existing Information

Data needs may include, but may not be limited to, the following:

- Local Comprehensive Plans, including the draft and existing plan
- Plans for the Maine Water Company and the South Street Village (for concept purposes)
- MTA studies and planned improvements in this area
- Recent MTA, MaineDOT traffic counts, and crash summaries for the study area
- Available land use and economic development information that could affect transportation in the study area
- Available land use and economic development information that could affect the feasibility of a trail in the study area

- Other relevant reports, studies, and policies
- Review of ownership and agreements related to alternatives in the study area
- Existing transit frequency and ridership information
- Environmental resource information

Base Mapping

We will prepare reproducible base mapping that will illustrate appropriate information including ROW, driveways, buildings, and will be obtained from City/State sources. For mapping purposes, we would assume a scale of 1"=500 feet for the entire study area. For areas like intersections, where more detail is needed, a scale of 1"=50 feet is assumed.

Physical Roadway Inventory

- Roadway lane widths
- Number of lanes
- Traffic signal phasing and timing
- Intersection characteristics
- Regulatory signs
- Sidewalks and crosswalks
- Bus stops
- Driveway characteristics
- Specific land use and business operations
- Drainage
- Lighting
- General Pavement Condition
- Bicycle accommodations
- Photograph Log

Assemble All Existing Traffic Volume Counts in the Area

This data will be used to assess traffic operations at locations where modifications may impact level of service and delay. Some traffic counts are available on Route 111 that may be deemed acceptable. Gorrill Palmer, our team partner, conducted those counts and are able to assess use quickly.

Obtain Crash Data from MaineDOT

We will obtain crash data for the study area for the most recent three-year period for use in evaluating High Crash Locations.

Existing Transportation Performance Analysis

- Present existing traffic volumes. This will include daily volumes, turning movement volumes during peak hours (AM and PM peak hours), and seasonal traffic conditions.
- For this study we have assumed the conduct of intersection traffic counts at the following locations during the weekday AM (7-9) and PM (3-6) periods. As noted above some data may be available and this count program may be reduced.
 - » Biddeford Connector @ Route 111/MTA Exit 32 - Available from 2019

- » 5 Points Intersection (Route 1/Route 111/West Street intersections) - MaineDOT to Provide
 - » Route 1 (Elm) @ South Street - MaineDOT to Provide
 - » Route 1 (Elm) @ Main Street - MaineDOT to Provide
 - » Route 111/Walmart - Available from 2019
 - » Route 111/Home Depot - Available from 2019
 - » Route 111/Biddeford Crossing - Available from 2019
- Design Hour traffic volumes will be estimated according to seasonal factors and COVID-19 adjustment factors to be determined in consultation with MaineDOT.
 - Summarize the information for High Crash Locations and other locations that have high crash frequencies. For these identified locations, we will develop collision diagrams that note existing crash patterns and contributing factors. This data will prove helpful in noting whether improvement options are expected to ease safety problems.
 - A level of service analysis will be conducted during the AM and PM peak hours at the Study Area intersections according to methods contained in the Highway Capacity Manual. For this project, a SimTraffic model will be developed to estimate level of service, vehicle delay and queuing.
 - Existing Traffic patterns will be summarized according to existing volumes, travel demand model and StreetLight model data. This data will summarize existing origin/destination patterns and general volume demand in the study area.

Identification of any bicycle and pedestrian deficiencies in the study area.

Pedestrian Facility Analysis

We will document pedestrian facilities to include sidewalk presence, crosswalks, pedestrian signalization and general ADA compliance. Documentation of facility deficiencies will be included.

Bicycle Facility Analysis

We will document on road bicycle accommodations including shoulder condition (width, availability), wide curbside lane, internal development linkages, shared-use opportunities, signage, etc. Documentation of facility deficiencies will be included.

Environmental Assessment

TRC will review files and available background information that is relevant to environmental conditions to identify known resources in the study area, including:

- Local Comprehensive Plans and Biddeford's GIS mapping
- Publicly Available Data

TRC will gather existing data on potentially significant or important environmental resources within the defined Study Area (as depicted in the RFP) including, but not limited to:

- Wetlands
- Streams (including Watersheds Most at Risk, and Urban Impaired Streams)
- Waterbodies (including Great Ponds)
- Vernal Pools
- Rare/Threatened/Endangered/Special Concern Flora and Fauna

- Conservation Areas
- National Register Listed or Identified Eligible Properties
- Municipal Separate Stormwater Sewer Systems (MS4)
- Maine Water property and facilities near the study area
- Saco River Corridor Commission

Data will be collected from the following sources:

- US Geologic Survey Topographic Quadrangles
- Maine Office of GIS
- Natural Resource Conservation Service's Soil Survey for York County
- DeLorme's Maine Atlas and Gazetteer
- National Wetlands Inventory
- FEMA Floodplain Maps
- TRC's extensive existing digital library

TRC will identify any environmental data that is missing or will be useful for this study.

Growth Patterns and Zoning

We will review and document existing and emergent growth patterns, existing and proposed infrastructures, and existing and proposed policies to understand the beneficial relationships between mobility and community development.

Furthermore, the study area includes or is adjacent to some of Biddeford's largest unbroken blocks of habit and community open space as well as important resources such as Thatcher Brook, and these patterns of use and resources will be incorporated into the underlying land use value analysis of the area.

Review analyses with team members and discuss possible recommendations and additional alternatives to be considered.

The TYLI Team will meet with the City of Biddeford, MTA and MaineDOT to define improvement scenarios to be analyzed. For the purposes of this proposal, we have assumed evaluation of the Study Area intersections for the alternatives noted in Task 3.

Deliverable: Existing Conditions Technical Memorandum

Task 3 – Assessment of Future Scenarios

The TYLI Team will develop an assessment that evaluates future traffic volume in the study area based on traditional growth forecasts, considering known development and land use changes underway. The consultant

will analyze the following future scenarios for the connector:

- No-Build alternative with MTA Exit 32 Improvements
- Transportation Demand Management (TDM) alternative - This is to be evaluated on a qualitative basis only.
- Transportation System Management (TSM) alternative
- Connector alternatives without planned MTA improvements – We have assumed this to include a connector road concept from South Street to Route 111 and no changes to Exit 32. This is to be evaluated on a qualitative basis only.
- Connector alternatives with MTA planned improvements – We have assumed this to include interchange improvements and connections to South Street and Route 111.

Specifically, the assessment will also include:

- Use of the PACTS Travel Demand Model to develop traffic forecasts for the Transportation Alternatives and South Street Connections Study. Assumptions regarding population and employment forecasts for the year 2045 for Biddeford will be initially compiled by the study team from GPCOG forecasts, confirmed with City of Biddeford staff, and refined as necessary in conjunction with City staff.
- We will develop year 2045 traffic forecasts for **two** scenarios: (1) no-build, (2) a new roadway connector between Route 111 and South Street along with a reconfiguration of Exit 32 that links to the connector. Both AM and PM peak hour forecasts will be developed for all scenarios for the following intersections:
 - » New Connector and South Street
 - » New Connector and a reconfigured Exit 32
 - » New Connector and Route 111
 - » Route 111 and Biddeford Crossing
 - » Route 111 and Home Depot
 - » Route 111 and Walmart
 - » Route 111 and current Exit 32
 - » 5 Points
 - » Route 1/Elm Street and South Street
 - » Route 1/Elm Street and Main Street
- Changes in peak hour and daily volumes for roadways in the study area will be estimated to understand impacts from the alternatives evaluated.
- An analysis of the predicted change in mobility and **safety** and a detailed LOS analysis at the following intersections:
 - » Biddeford Connector @ Route 111/MTA Exit 32
 - » 5 Points Intersection (Route 1/Route 111/West Street intersections)
 - » Route 1 (Elm) @ South Street
 - » Route 1 (Elm) @ Main Street

- To evaluate the benefit impacts of the MTA improvements and the connection the Route 111 to the west we have added the following intersections to the analysis:
 - » Route 111/Walmart
 - » Route 111/Home Depot
 - » Route 111/Biddeford Crossing
- Connector roadway alignments will be developed according to constraints and City/MaineDOT design criteria. It will also account for the optimal location for intersecting South Street and consideration of future plans for South Street Village and Maine Water Company.
- An analysis of potential locations, benefits/negative impacts and costs of a new South Street Connector (and a connector to Route 111 to the west) will be performed.
- Benefits/negative impacts and costs to adjacent roadways including changes to traffic volumes and the associated impacts will be documented.
- Meetings with appropriate study team members.
- A concept analysis of existing and recommended access management and impacts along key study area corridors for each alternative will be developed.
- A concept analysis of existing and recommended impacts to bicycle and pedestrian facilities for each alternative will be conducted.
- Review of possible changes to existing lane configurations, possible traffic signal modifications and implementation of traffic demand management to improve safety and mobility at locations otherwise adversely impacted by a new connector roadway will be performed.
- Presentation to team members discussing possible recommendations and additional alternatives to be considered will occur early in this task.
- A review of potential environmental permitting options for each of the future scenarios, and information about the potential scenarios' environmental benefits and impacts.
- A review of potential impacts and benefits to neighborhood integrity and community character.

Deliverable: Presentation and materials outlining future scenarios and preliminary recommendations

Task 4 – Develop Preliminary Recommendations

Based on the analysis of alternatives in Task 3, the TYLI Team will develop recommendations based on effectiveness of meeting the study purpose and need statement. Measurements for effectiveness will include benefits to mobility and safety, cost and practicality of implementation, and ability to meet the purpose and need. The recommendations will include:

- A summary of the potential for implementation and degree of effort associated with environmental analysis, secondary, cumulative impacts, etc., including anticipated future costs of remaining planning, design and construction phases.
- Planning-level cost estimates for recommendations (including construction and potential right-of way costs).
- A phasing plan for implementation.

- A summary of preferred alternatives and relationship to the existing / in progress Comprehensive Future Land Use Map and other growth and economic development policies.
- A draft report containing the analysis of existing and future conditions, alternatives analysis, and recommendations, including a matrix summarizing recommendations along with an appendix of traffic and crash data.
- The report will include basic conceptual renderings of recommended alternatives on aerial photography and either at an overall scale of 1"=500' or at a scale of 1"=50' for areas that need greater detail.

Deliverables: Preliminary Report including items listed above

Task 5 – Public and Agency Feedback

This study, along with the possibility of the adjacent large-scale South Street Village proposal, will be generating a lot of discussion among Biddeford residents and businesses. As some commentary has already been heard during city council meetings, it will make sense to adopt a well-publicized open and transparent approach to public outreach. Towards that end, the team would recommend a multi-pronged approach, consisting of:

- An online presence via a web page on the City of Biddeford website, where study purpose and need statement, data findings, maps, meeting minutes, etc. can be made available in a timely manner. The site should also include the opportunity for people to email questions to study team members, and the opportunity to sign up for regular updates.
- A social media presence as part of the City's regular social media posts. The study team will provide social media content based on study findings and updates.
- Outreach to local traditional media (Portland Press Herald and the Courier) to help publicize meetings, meeting feedback, and other key updates.
- Presentations (online as needed) to key opinion leader organizations to allow them to understand their opinions are being heard.
- A kickoff meeting to hear initial thoughts, ideas and concerns from the public. This first meeting will likely be online, using the Zoom webinar format, allowing people to comment either in writing or verbally. Follow up meetings may be able to be hybrid, offering people a choice of modes to participate.
- A second meeting would present the roster of proposed connections, allowing people to ask questions and provide perspective on the pros and cons of each. Depending on the level of feedback and the team's perception of the feasibility of the proposals, a decision can then be made to use MetroQuest to hear more broadly and in more detail from the public on possible connection recommendations.
- Another way to hear from a wider audience, if MetroQuest is not a good option, would be to field a brief survey on Survey Monkey to get a sense of how important a connector road – and possibly a significant amount of new housing



example public engagement meeting via zoom



example public meeting

- would be to a broader audience of residents and businesses. This survey – or the MetroQuest platform – would be publicized via the mediums noted above.
- A final meeting will encourage one more round of feedback on a refined set of connection alternatives.
- A final media burst will publicize the outcomes of the study.

Deliverables: Public Engagement Strategy

Task 6 – Final Report

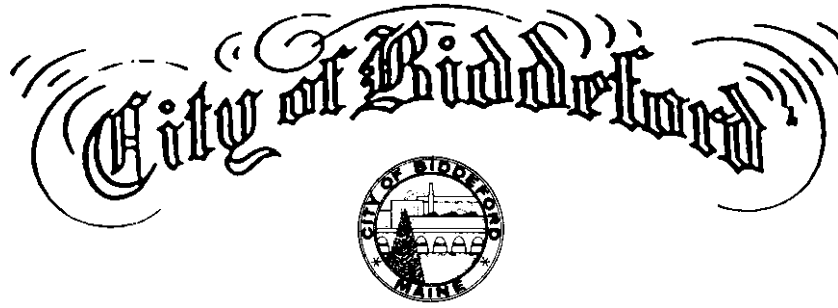
The previous Tasks will be combined into a final narrative report documenting the project. At a minimum the report will include a narrative of the study process, a description of the various alternatives considered, documentation of the evaluation criteria, and illustrations of conceptual designs and cross-sections for the preferred alternative. The final report will incorporate all applicable technical memorandums.

Deliverable: Electronic copy of the Final Report

APPENDIX C TO PROJECT CONTRACT: EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

By signing this Contract, the Consultant agrees to abide by the following Equal Employment Opportunity requirements during the performance of this Contract:

- A. The Consultant shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religion, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to an actual occupational qualification. The Consultant shall take affirmative action to assure that applicants are employed, and employees are treated during their employment without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation. The Consultant agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this section.
- B. The Consultant – in all solicitations or advertising for employees placed by or on behalf of the Consultant relating to this Agreement – shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- C. The Consultant shall cause the foregoing provisions to be inserted into any subcontract for work covered by this Contract so that such provisions shall be binding upon each contractor, except for contracts or subcontracts for standard commercial supplies or raw materials.



2021.90 **IN BOARD OF CITY COUNCIL...AUGUST 17, 2021**
BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 42, Motor Vehicles and Traffic, Article IV Specific Street Regulations, **Section 42-90 No Parking**, be amended by adding or deleting to read as follows:

Hill's Beach Road, both sides, beginning at the intersection with Pool Street (Route 9), thence easterly to end of Fort Hill, No Parking on Pavement, or any part thereof.

~~Hill's Beach Road, both sides, from Route 9 to 100 feet beyond Seabreeze Avenue~~

~~Hill's Beach Road, odd-numbered side, no parking on any part of the paved roadway from a point 100 feet southerly of the Edgewater Place to Sky Harbor Drive~~ **[Added 11-17-2009 by Ord. No. 2009.83]**

~~Hill's Beach Road, odd-numbered side, from the first intersection with Sky Harbor Drive to Fort Hill~~ **[Added 11-17-2009 by Ord. No. 2009.84]**

~~Hill's Beach Road, northeasterly, odd-numbered side, from the westerly intersection of Hill's Beach Road and Sky Harbor Drive to Fort Hill~~

~~Hill's Beach Road, southwesterly, even-numbered, side from a point 100 feet southerly of Seabreeze Avenue to Fort Hill~~

NOTE: The Policy Committee considered this item at their August 10, 2021 meeting and voted unanimously to recommend passage by the Council.



City Council

Meeting Date: August 17, 2021

Meeting Time: 6:00 p.m.

Agenda Item No: 2021.90

Item Description: Parking Ordinance Amendment

Submitted by: Roger P. Beaupre, Chief of Police

Supporting Information/Documentation:

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 42, Motor Vehicles and Traffic, Article IV Specific Street Regulations, **Section 42-90 No Parking**, be amended by adding or deleting to read as follows:

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~~Hill's Beach Road, southwesterly, even-numbered, side from a point 100 feet southerly of Seabreeze Avenue to Fort Hill~~

Hill's Beach Road, both sides, beginning at the intersection with Pool Street (Route 9), thence easterly to end of Fort Hill, No Parking on Pavement, or any portion thereof.

Key Terms:

N/A

Executive Summary:

Hill's Beach Road is too narrow, and does not meet standards that should allow or accommodate on street parking. As a solution, we have advised people to park their vehicles completely off of the paved portion of the roadway. Because of sporadic and somewhat confusing ordinance language, that approach is not achieving desired results in some sections of the Hill's Beach Road.

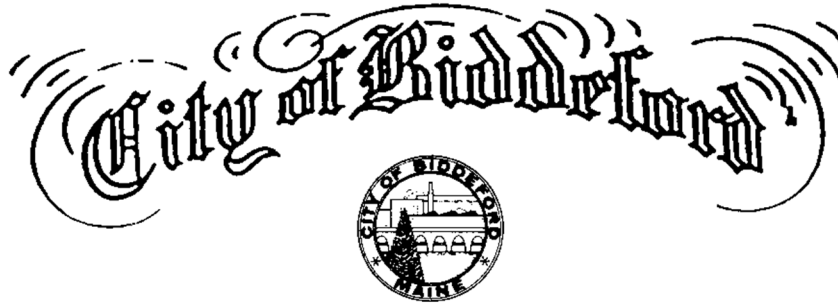
Detailed Review:

*Hill's Beach Road is, on average, 21 feet in width. Using the U.S. Department Of Transportation guidelines, the minimum road width for this type of road, having an assumption that this road is used by fewer than 10% trucks, the **minimum** travel lane width requirement is ten (10) feet per travel lane. Additionally, seven (7) feet of road width is necessary to allow for parking on one side. This means that the minimum road width necessary for two travel lanes and one side parking is twenty-seven (27) feet. Twelve (12) inches is lost if a double yellow line is painted on the roadway. Current paved road width measures from 19 feet to 21 feet. Average vehicle width is six (6) feet to six and one half (6.5) feet.*

Funding Source:

N/A

Staff Recommendation: Staff recommends approval



IN BOARD OF CITY COUNCIL...AUGUST 17, 2021

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

**Roger Hurtubise
9 Village Lane
Ward 6**

to the *Biddeford Fire Advisory Committee*, replacing William Denyer, for a term to expire in December 2022.

CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date: AUGUST 9, 2021

Name: ROGER HURTUBISE

Street Address: 9 VILLAGE LANE

BIDDEFORD, ME. 04005

Mailing Address:
(if different) _____

Phone Number(s): 207-284-6480

Email Address: ROGERSFRENCHHOUR @ GMAIL.COM

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

- | | |
|--|---|
| ☒ • Airport Commission | _____ • Harbor Commission |
| _____ • Biddeford Fire Advisory Committee | _____ • Historic Preservation Commission |
| _____ • Biddeford Housing Authority | _____ • Planning Board |
| _____ • Biddeford Police Advisory Committee | _____ • Policy Committee |
| _____ • Board of Assessment Review | _____ • Project Canopy Committee |
| _____ • Cable T.V. Committee | _____ • Recreation Commission |
| _____ • Capital Projects Committee | _____ • Shellfish Conservation Committee |
| _____ • Conservation Commission | _____ • Solid Waste Management Commission |
| _____ • Downtown Development Commission | _____ • Wastewater Management Commission |
| _____ • Economic Improvement Commission | _____ • Zoning Board of Appeals |

CITY OF BIDDEFORD
Committee Application

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

FORMER CITY COUNCILOR UNDER 2 DIFFERENT ADMINISTRATION,
PPC, PERSONEL COMMITTEE, 2012 CHARTER REVIEW COMMISSION,
SOLID WASTE MANAGEMENT COMMISSION, CABLE TV COMMITTEE,
GENERAL ASSISTANCE BOARD OF REVIEW, WASTEWATER MANAGEMENT
COMMISSION

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

I SERVED ^{ON THE} Biddeford FIRE COMMISSION FOR NUMEROUS YEARS,
HOLDING DIFFERENT POSITION INCLUDING CHAIR OF THE BIDDEFORD
FIRE COMMISSION

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

CURRENTLY I AM DOING COMMUNITY SERVICE IN THE CITY OF SANFORD
AS WELL AS SOUTHERN MAINE AND NEW HAMPSHIRE FOR THE FRANCO-
AMERICAN COMMUNITY.
I WAS ASKED TO BE A MEMBER OF THE BIDDEFORD ^{FIRE} ADVISORY
COMMITTEE IN SERVING OUR CITY, I BELIEVE COMMUNITY
SERVICE IS A GREAT WAY OF PAYING BACK TO OUR COMMUNITY IN
WHICH I LIVE AND I BELIEVE EVERYBODY SHOULD DO THE SAME
IN ONE WAY OR THE OTHER

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