

City of Biddeford
City Council
June 04, 2024 6:00 PM Council Chambers & Zoom

Please click this URL to join:

<https://biddeford.zoom.us/j/97552384557?pwd=d2w5QVNYSzRWK3oxYW1OSTBIeUs0Zz09>

Passcode: 000239

Webinar ID: 975 5238 4557

Or One tap mobile:

+13126266799,,97552384557# US (Chicago)

+16465588656,,97552384557# US (New York)

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

**US: +1 312 626 6799 or +1 646 558 8656 or +1 646 931 3860 or +1 301 715 8592 or +1 305
224 1968 or +1 309 205 3325 or +1 719 359 4580 or +1 253 205 0468**

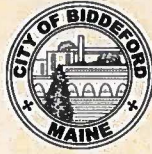
International numbers available: <https://biddeford.zoom.us/j/97552384557>

Status:

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Adjustment(s) to Agenda**
- 4. Proclamation:**
 - 4.a. Proclamation Pride Month
[20240604 2024 Pride Month -PROCLAMATION](#)
- 5. Presentation:**
 - 5.a. Presentation Downtown Welcome Signs
[Downtown Welcome Signage](#)
- 6. Public Hearing**
 - 6.a. Public Hearing Liquor License Griffin's Restaurant Group
[Banded Brewing and Griffins Restaurant Public Hearing ad June 2024](#)
 - 6.b. Public Hearing Banded Brewing Liquor License
[Banded Brewing and Griffins Restaurant Public Hearing ad June 2024](#)
- 7. Appointments:**
 - 7.a. Approval/Mayoral Appointments to Citizen Committees
[20240604 Mayoral Appointment to Committee -Citizen -ORDER](#)
[20240604 Application -Ariane Meno Kobo- Recycling Solid Waste](#)
[20240604 Application -Stephani Walsh -Biddeford Fire Advisory](#)

8. **Liquor License Consideration**
 - 8.a. Approval/Liquor License Griffins Restaurant
[Griffins Restaurant](#)
 - 8.b. Approval/Liquor License for Banded Brewing
[Banded Brewing June 2024](#)
9. **Public Addressing the Council...(3 minute limit per speaker for up to a total of 15 minutes)**
10. **Consideration of Minutes:**
 - 10.a. Council Minutes 5-21-24
[Council Minutes 5-21-24](#)
11. **Orders of the Day:**
 - 11.a. 2024.90 Approval/Cancellation of City Council Meeting 7-2-24
[2024.90 Cancellation of Council 7-2-24 meeting](#)
 - 11.b. 2024.91 Approval/Saco Island Multimodal Bridge
[20240604 Saco Island Multimodal Bridge -RESOLUTION](#)
[20240604 Saco Island Multimodal Bridge -MOU](#)
 - 11.c. 2024.92 Approval/Special Events Policy Committee Recommendations
[20240604 2024.92 Special Events Permit-ORDER](#)
[20240604 Special Events Permit- BRIEF](#)
[SPECIAL EVENTS 2024.Policy.Committee.Recomendation](#)
 - 11.d. 2024.93 Authorization WDC Affordable Housing Development / TIF / Contract Zone –
Action items
[Brief06.04.2024 WDC](#)
[Order 2024.93 WDC](#)
[37 Barra Road - Sketch Plan Submission - 05.29.2024](#)
[WDC AH JDA Dev Agreement FINAL](#)
 - 11.e. 2024.94 Approval/Unhoused Interim Plan
[20240604 2024.94 Interim Plan for the Unhoused -ORDER](#)
[20240604 Unhoused Interim Plan -Council Update- MEMO](#)
 - 11.f. 2024.95 Authorize City Manager to create position of Unhoused and General Assistance
Supervisor
[20240604 2024.95 Unhoused and General Assistance Supervisor Poisition- ORDER](#)
[20240604 Unhoused and General Assistance Supervisor Job Description](#)
12. **Public Addressing the Council..(5 minute limit per speaker)**
13. **City Manager Report**
14. **Other Business**
15. **Council President Addressing the Council**
16. **Mayor Addressing the Council**
17. **Adjourn**

City of Biddeford



PROCLAMATION

WHEREAS, the City of Biddeford is committed to being a safe and equitable community for all people, and that commitment extends to any race, ethnicity, socioeconomic status, age, sexual orientation, gender identification, country of origin, religion or any other identity; and

WHEREAS, the events of June 28, 1969, now known as The Stonewall Riots, sparked the LGBTQ+ rights movement in the United States and, since then, Pride celebrations and civil demonstrations every June have commemorated this historic turning point; and

WHEREAS, this movement has achieved historic progress in many areas including anti-bullying and hate crime legislation, and great advances in family and marriage equality; and

WHEREAS, the people of Maine voted to prohibit discrimination based on sexual orientation and gender identity in 2005 and in favor of marriage equality in 2012; and

WHEREAS, yet, despite years of progress, members of the LGBTQ+ community still face unacceptable levels of discrimination, violence, and proposed rollbacks in state and federal protections; and

WHEREAS, the LGBTQ+ community still face unemployment, homelessness and poverty at greater levels than the general population; and

WHEREAS, according to the Maine Integrated Youth Health Survey in 2023, more than twenty percent of York County's middle and high school youth identified as LGBTQ+, and the prevalence of suicidal ideation among LGTBQ+ youth is alarmingly high; and

WHEREAS, public symbols of support for LGBTQ+ life can make life-long, lasting positive impacts on members of the community who otherwise feel isolated and alone; and, let it be known that the City of Biddeford stands with the LGBTQ+ community in their desire for & right to equality, dignity, respect, and fair treatment for all;

THEREFORE, be it resolved, that I, Martin Grohman, Mayor of the City of Biddeford, do hereby proclaim June as Pride Month in Biddeford and encourage all residents to show support for LGBTQ+ community and to participate in our various Pride Month activities.

*In Witness Whereof, We the undersigned have herewith affixed
our signatures this 4th day of June 2024.*


Mayor




City Clerk

DOWNTOWN WELCOME SIGNAGE REFRESH

JUNE 4, 2024

BRAD FAVREAU, ECONOMIC DEVELOPMENT COORDINATOR

DANICA LAMONTAGNE, ASSISTANT TO THE CITY MANAGER

Original Sign



CONSISTENT WITH EXISTING RIVERWALK SIGNAGE



Sign Mockup



SIGN LOCATIONS

- Water Street
- Elm and Water
- Elm near Saco line
- Outer Alfred Street

NOTICE OF TWO PUBLIC HEARINGS

CITY OF BIDDEFORD

Regarding:

Liquor License, Griffins Restaurant Group

Liquor License, Banded Brewing Company

Notice is hereby given that the City of Biddeford will hold two public hearings regarding these applications at its City Council Meeting on

Tuesday, June 4th at 6:00 pm

at the City Council Chambers, City Hall, 205 Main Street, Biddeford, Maine.

The purpose of the public hearings is to receive public comments on
the following liquor licenses:

Griffin's Restaurant Group, Restaurant: Beer and Wine

Banded Brewing, Restaurant: Beer, Wine and Liquor

All interested persons are invited to attend the public hearings and will be given an opportunity to be heard at that time.

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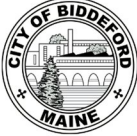
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City of Biddeford



2024. 89 IN BOARD OF CITY COUNCIL...JUNE 4, 2024
BE IT ORDERED, that I Martin Grohman, do hereby appoint

Ariane Meno Kobo
Ward 2

to the Recycling and Solid Waste Commission for a term to expire December 2026,

Stephani Walsh
Ward 5

to the Biddeford Fire Advisory Committee for a term to expire December 2025.

Attest by: _____
Robin Patterson, City Clerk

Committee, Board, and Commission Application Form

Application

Name Ariane MENO KOBO

Ward 2-1

Which City Committee, Board or Commission do you request to be appointed to? Biddeford
Housing Authority, Diversity, Equity and Inclusion Committee, Recycling and Waste Management
Commission

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? In the same way, I have a passion for education and teaching; I also have a passion for reaching out to people. I am an outgoing person who likes to be active and serve the community where I live. Being a new resident in Biddeford will familiarize me with the community and connect me with people. Coming together as a group in order to think about better ways to live together or improve our environment will enrich our lives and positively impact our children and the next generation. Helping my community is an opportunity to give what I have and learn from others. Also, I want to make sure that my kids and all other children grow up in a community where they are safe, valued, treated fairly, and represented in all aspects of the community.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. I am a teacher. I have worked with children at all levels for many, many years, as well as parents. I can interact with people at different levels. My husband was a former Congolese Community President, so during all his years of leadership, I helped the executive team implement various projects and activities to promote the wellness of our members. This year, I worked as a BIPOC (Black, Indigenous, People of Color) Coordinator for a few months for the South Portland School department. I was in charge of coordinating, supporting the group, and organizing meetings. My husband is also the senior pastor of our church, so we are constantly helping families and directing them to the right resources, depending on where they live.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). I was very involved in my community in France. Since I have been in Maine, I have been part of the South Portland School Department Equity Committee this year.

Committee, Board, and Commission Application Form

Application

Name Stephani Walsh

Ward 5

Need to find your Ward?

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

(Section Break)

Which City Committee, Board or Commission do you request to be appointed to? Airport
Commission, Biddeford Citizens Advisory Committee, Biddeford Police Advisory Committee, Downtown
Development Commission, Historic Preservation Commission

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? During my stay in every community I get to live in, I like to give back in some way. Sometimes we only want to present a problem and not offer a solution. I am a solution based person.

I want to network and learn about the needs in the community.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. I have been on many volunteer opportunities. I have served as a mentor in the Little Brother /Little Sister Program in Pennington County Minnesota. I am a member of the American Red Cross Disaster Relief for Hawaii, I was on The Sitka Mountain Search and Rescue Team, I am on The Deployment Volunteer Force the Department of Homeland Security. I have served on The National Deployment Force through Department of Homeland Security. I have a Degree in Criminal Justice and I am an ADR trained mediator.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). No experience

For New Businesses and Businesses with Liquor Licenses: Please be sure to contact the Code Enforcement Office to schedule an inspection (207) 284-9236

PD 300-
chr

212

City of Biddeford
BUSINESS LICENSE APPLICATION

BUSINESS NAME: Griffins Restaurant Group LLC

Business Address: 472 Elm st Map Lot

Mailing Address: 472 Elm st Biddeford ME, 04005

Business Telephone Number: 207-602-6012

Email Address: griffinsholding@gmail.com

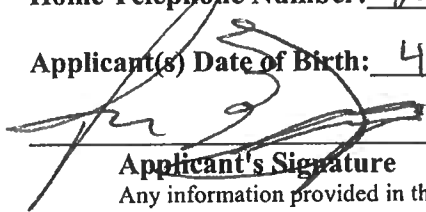
OWNER/OPERATOR: Jason Gregoire / Seth DiPrin

Home Physical Address: 40 Cumberland Ave Saco ME, 04072

Home Mailing Address: Same

Home Telephone Number: 207-423-3470

Applicant(s) Date of Birth: 4/7/1982



Applicant's Signature

5/20/2024
Date

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

TYPES OF ENTERTAINMENT:

\$150.00 (single/multiple events)

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

☐ Indoor Skating Rink **\$150.00 (annual)**

- | | |
|--|--|
| ☐ Bowling Lanes | ☐ Public Firing Range |
| ☐ Theater/Movie House | ☐ Bottle Club |

(plus \$25.00 per screen)

- ☐ Billiard Room(s)

AUTOMOBILE REPAIR AND/OR GRAVEYARD:

- | | |
|---|-----------------|
| ☐ Automobile Repair Garage for maintenance | \$75.00 |
| ☐ Automobile Graveyard | \$200.00 |

PLACES/DEALERS IN PRODUCTS:

\$200.00

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

For New Businesses and Businesses with Liquor Licenses: Please be sure to contact the Code Enforcement Office to schedule an inspection (207) 284-9236

PAWNBROKER: \$200.00

VENDOR ON A PUBLIC PLACE: \$50.00

ICE CREAM TRUCK VENDOR \$75.00

(need to show proof of at least \$500,000 liability insurance)

VENDING ON WATERWAYS \$100.00

OPERATING LICENSE:

☐ Victualer (no alcohol)-State Cert. Required **\$75.00**

☒ Victualer serving beer and/or wine-State Cert. Required **\$100.00**

☐ Victualer serving beer, wine and/or liquor **\$150.00**

State Cert. Required

☐ Taxicab, motorbus, public automobile **\$50.00**
(plus \$20.00 per vehicle)

☐ Massage Establishment/Therapist **\$100.00**

☐ Combined Massage Establishment/Massage Therapist **\$150.00**

☐ Adult Business **\$2,000.00**

☐ Sludge Disposal **\$50.00**

MISCELLANEOUS:

☐ Advertising (for liquor licenses) **\$200.00**

☐ Newspaper Vending Machines (per machine) **\$10.00**

☐ Video Game Devices (up to a max of \$50.00) **\$10.00 (each machine)**

New Business License Application Disclosure: By submitting, signing and paying the applicable \$10.00 application fee (and \$200.00 advertising, when applicable), the issuance of business license in the City of Biddeford is not guaranteed. You will be required to pay the full business license fee(s) once departmental reviews have been completed and an Occupancy Permit has been issued by the Code Enforcement Office.

CITY COUNCIL APPROVAL DATE (if applicable): _____

CODE ENFORCEMENT APPROVAL: _____
(Occupancy Permit Issued)

CITY CLERK ISSUED: _____ **DATE:** _____



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

Application for an On-Premises License

All Questions Must Be Answered Completely. Please print legibly.

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

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

Legal Business Entity Applicant Name (corporation, LLC): Griffins Restaurant Group LLC	Business Name (D/B/A): Griffins Food for the Soul
Individual or Sole Proprietor Applicant Name(s): Jason Greepine	Physical Location: 472 Elm St. Biddeford 04005
Individual or Sole Proprietor Applicant Name(s): Seth Dittin	Mailing address, if different:
Mailing address, if different from DBA address:	Email Address: griffinsholding@gmail.com
Telephone # Fax #: 207-473-3470	Business Telephone # Fax #: 207 602-6012
Federal Tax Identification Number: 88-2661813	Maine Seller Certificate # or Sales Tax #:
Retail Beverage Alcohol Dealers Permit:	Website address: www.griffinsbiddeford.com

1. New license or renewal of existing license? ☒ New Expected Start date: 6/20/2024
☐ Renewal Expiration Date: _____

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

Food: _____ Beer, Wine or Spirits: _____ Guest Rooms: _____

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

☒ Malt Liquor (beer) ☒ Wine ☐ Spirits

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

- | | | |
|--|--|---|
| ☒ Restaurant
(Class I, II, III, IV) | ☐ Class A Restaurant/Lounge
(Class XI) | ☐ Class A Lounge
(Class X) |
| ☐ Hotel
(Class I, II, III, IV) | ☐ Hotel – Food Optional
(Class I-A) | ☐ Bed & Breakfast
(Class V) |
| ☐ Golf Course (included optional licenses, please check if apply)
(Class I, II, III, IV) | ☐ Auxiliary | ☐ Mobile Cart |
| ☐ Tavern
(Class IV) | ☐ Other: _____ | |
| ☐ Qualified Caterer | ☐ Self-Sponsored Events (Qualified Caterers Only) | |

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

5. Business records are located at the following address:

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

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

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

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

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

If yes, please provide details: _____

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

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

Name of Business	License Number	Complete Physical Address

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

Full Name	DOB	Place of Birth
Jason Gregoire	4/7/1982	Biddeford ME 04005

Residence address on all the above for previous 5 years	
Name: Jason Gregoire	Address: 40 Cumberland Ave, Saco ME 04072
Name:	Address:
Name:	Address:
Name:	Address:

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

☐ Yes ☒ No

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

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

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

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

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

Small outdoor bar in back outdoor seating area

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

Name: Biddeford Intermediate School

Distance: 1.7 miles

Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: _____

Signature of Duly Authorized Person

Signature of Duly Authorized Person

Printed Name Duly Authorized Person

Printed Name of Duly Authorized Person

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

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

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

- ☐ **Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

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

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

§653. Hearings; bureau review; appeal

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

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

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

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

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

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

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

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

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

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

E. A violation of any provision of this Title;

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

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

A. Repealed

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

4. Repealed

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

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

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

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

Section V: Fee Schedule

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

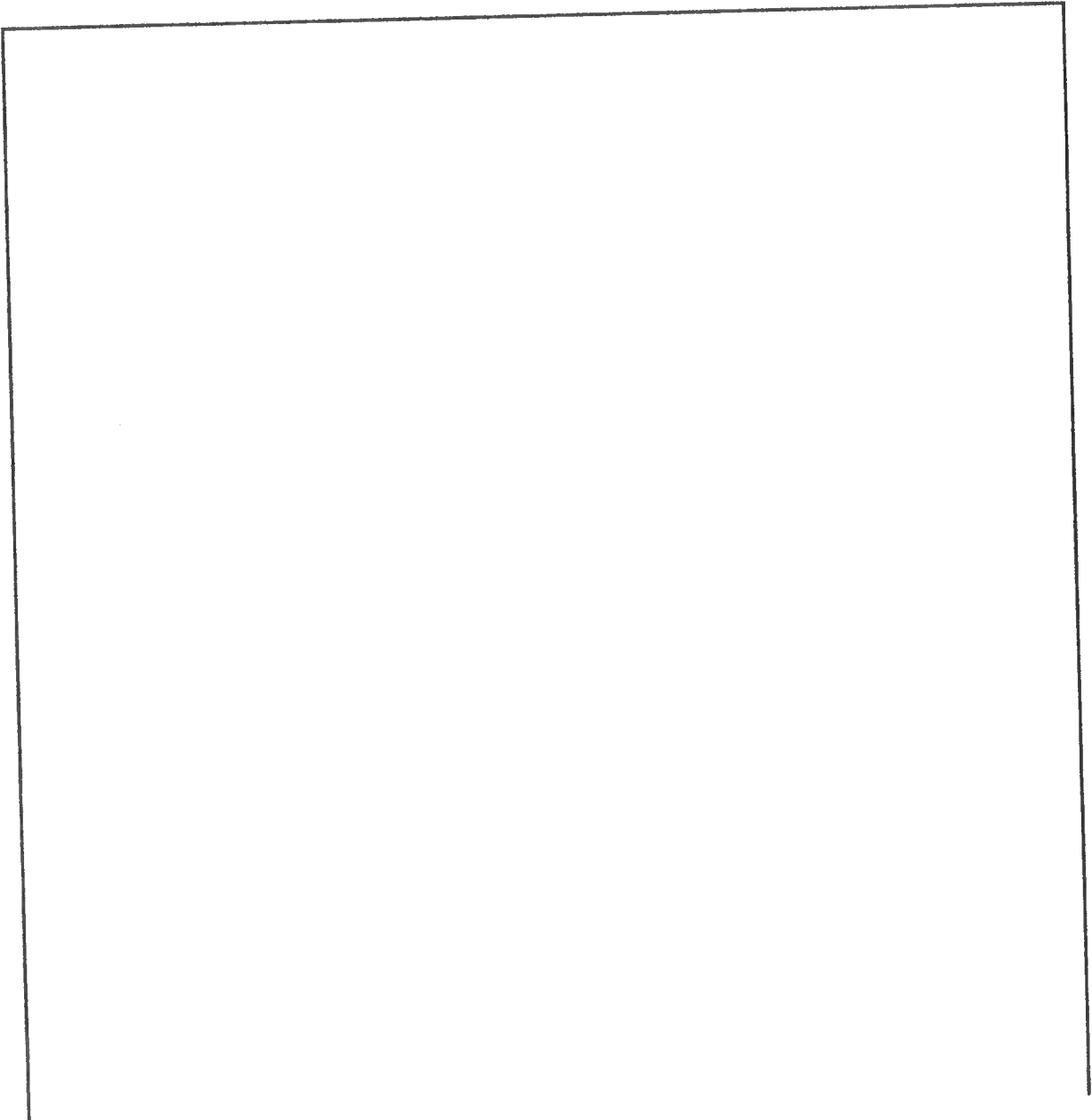
Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together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

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

Section VI Premises Floor Plan

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

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



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

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

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: _____
2. Doing Business As, if any: _____
3. Date of filing with Secretary of State: _____ State in which you are formed: _____
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

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

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership

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

NOTICE OF PUBLIC HEARING

CITY OF BIDDEFORD

Regarding: Liquor License, Dizzy Birds Rotisserie

Notice is hereby given that the City of Biddeford will hold a public hearing regarding this application at its City Council Meeting on

Tuesday, June 4th at 6:00 pm

at the City Council Chambers, City Hall, 205 Main Street, Biddeford, Maine.

The purpose of the public hearing is to receive public comments on the following liquor license:

Banded Brewing

Restaurant: Beer and Wine

All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time.

City of Biddeford
City Council
May 21, 2024 6:00 PM Council Chambers & Zoom

Status:

- 1. Roll Call - all present**
- 2. Council President LaFountain*
- 3. Councilor Lessard*
- 4. Councilor Ortiz*
- 5. Councilor Emhiser*
- 6. Councilor Whiting*
- 7. Councilor Beaupre*
- 8. Councilor Gross*
- 9. Councilor Belanger*

2. Pledge of Allegiance

3. Adjustment(s) to Agenda - none

4. Proclamation:

- 4.a. Proclamation Police
[20240521 National Police Week -PROCLAMATION](#)

Mayor Grohman read the proclamation

5. Presentation:

- 5.a. Presentation
[Historic Preservation Presentation](#)

Brad Favreau, Economic Development Coordinator in Planning and Development presented the progress of the Historic Preservation Committee.

6. Appointments:

- 6.a. 2024.84 Approval/Mayoral Appointments Council
[20240521 Mayoral Appointment- ORDER](#)

Motion: Councilor LaFountain
Second: Councilor Whiting
Vote: Unanimous in favor.
Motion passed.

- 6.b. 2024.85 Approval/Mayoral Appointments to Citizen Committees
[20240521 Mayoral Appointment to Committee -Citizen -ORDER](#)

Motion: Councilor LaFountain
Second: Councilor Emhiser
Vote: Unanimous in favor.
Motion passed.

- 6.c. MMA 2024-2026 Legislative Policy Nomination
[20240521 MMA's 2024-2026 Legislative Policy Committee Nomination](#)

Councilor Emhiser motion to nominate City Manager Jim Bennett to the automatic seat on the Committee.

Second: Councilor Whiting
Vote: Unanimous in favor.
Motion passed.

Councilor Emhiser motion to nominate Councilor Lessard to the second seat on the Committee.

Second: Councilor Belanger
Vote: Unanimous in favor.
Motion passed.

7. **Public Addressing the Council...(3 minute limit per speaker for up to a total of 15 minutes)**

Ashley from Heart of Biddeford reviewed the events coming up soon.

8. **Consideration of Minutes:**

- 8.a. Approval of Minutes 5-7-24
[Council minutes 5-7-24](#)

Motion: Councilor Whiting
Second: Councilor Emhiser
Vote: Unanimous in favor.
Motion passed.

- 8.b. Approval of Minutes 5-9-24
[Council Minutes 5-9-24](#)

Motion: Councilor Emhiser
Second: Councilor Whiting
Vote: Unanimous in favor.
Motion passed.

9. **Orders of the Day:**

- 9.a. 2024.87 Approval/Fire Department purchase of Dodge Durango
[BRIEF City Council New Fire Department EMS Dodge Durango Response Vehicle 05-21-2024](#)
[ORDER City Council New Fire Department EMS Dodge Durango Response Vehicle 05-21-2024](#)

Motion: Councilor LaFountain

Second: Councilor Belanger

Councilor Beaupre motion to amend the order for the payment to come out of the Vehicle Purchase account not the repair account.

Second: Councilor Lessard

Vote on the amendment – Unanimous in favor.

Amendment passed.

Vote on the Order as amended – Unanimous in favor.

Motion passed.

10. Public Addressing the Council..(5 minute limit per speaker)

None

11. City Manager Report

The City has begun the 3rd session of the E2E leadership development program, presentations will be in about six months and Council will be invited.

The Human Resources department has published the first employee newsletter.

As of this week, the Finance Department is fully staffed.

12. Other Business

Councilor Lessard will be requesting more items to help with housing, one for access to second floor garages and another for duplexes on certain lots.

Councilor Belanger would like a resolution to the sound system issues.

City Manager Bennett said that they have determined that there was a design issue with the sound system. A part has been ordered.

13. Council President Addressing the Council

Councilor LaFountain did not address the Council at this time.

14. Mayor Addressing the Council

- 15.** Mayor Grohman proposed to cancel the July 2nd Council meeting that will be done by Council vote at the next meeting. He will be participating with students this weekend placing flags for Memorial Day.

16. Adjourn

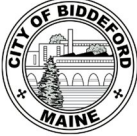
Motion to adjourn at 6:45 pm by Councilor Belanger

Second: Councilor Lessard

Vote: Unanimous in favor.

Meeting adjourned.

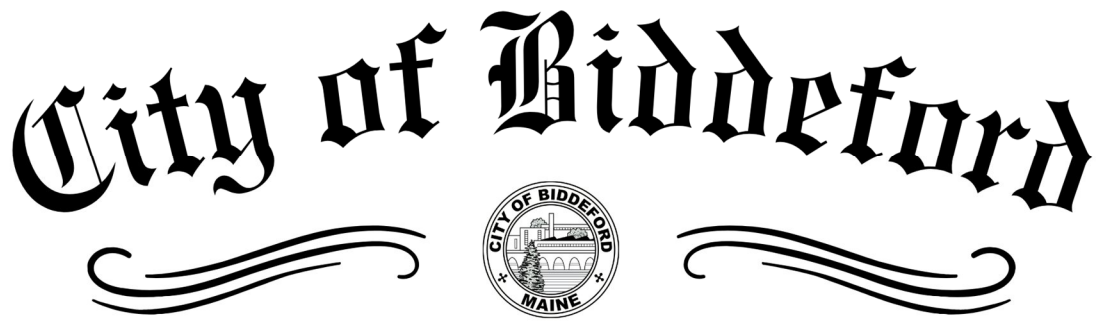
City of Biddeford

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

2024.90 IN BOARD OF CITY COUNCIL... June 4, 2024

BE IT ORDERED, that the City Council of the City of Biddeford does hereby cancel the City Council meeting of July 2, 2024.

Attest by:_____



2024.91 IN BOARD OF CITY COUNCIL... JUNE 4, 2024

A Resolution of the City Council Endorsing the Memorandum of Understanding between the City of Saco and City of Biddeford relative to the MultiModal Pedestrian Bridge Project.

Whereas, There has been approval for Preliminary Design and Right-of-Way work for the Saco Island Multimodal Bridge connecting Saco and Biddeford in partnership with Maine Department of Transportation (MDOT) and Portland Area Comprehensive Transportation System (PACTS), and

Whereas, The City of Saco has agreed to be the Local Project Administrator for the Scope of Work on the Saco Island Multimodal Bridge, and

Whereas, the City Managers of both communities intend to enter into a Memorandum of Understanding to ensure the project moves forward for the benefit of the public, and

Whereas, the cost sharing between the City of Biddeford, City of Saco, Maine Department of Transportation and Portland Areas Comprehensive Transportation System have been defined within the MOU,

Now, therefore be it Resolved, that the City Council does hereby endorse the action taken by the City Manger to execute the Memorandum of Understanding naming the City of Saco as the Local Project Administrator for the Saco Island Multimodal Bridge project.

Attest by:_____

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SACO
AND
CITY OF BIDDEFORD

This agreement is entered into between the City of Saco and City of Biddeford (hereinafter referred to as “the Cities”).

SCOPE OF WORK: Preliminary Design and Right-of-Way work for the Saco Island Multimodal Bridge connecting Saco and Biddeford in partnership with Maine Department of Transportation (MDOT) and Portland Area Comprehensive Transportation System (PACTS).

ROLES: The City of Saco agrees to be the Local Project Administrator for the Scope of Work. Staff who are certified as a MDOT Local Project Administrator have been assigned and shall abide by the provisions of policies and procedures in the LPA Manual.

COST-SHARING: \$350,000 has been set aside from PACTS for this project to be divided as follows:

- a. **MAINEDOT.** MaineDOT will share in cost of the Project at the rate of **75%**, up to **\$262,500.00**.
- b. **LOCAL MATCH.** The Cities shall share in the cost of the Project of **25%**, for an estimated contribution of **\$87,500.00**. The Cities will each be responsible for contributing **\$43,750.00**. Additionally, the Cities shall be fully responsible under the MDOT Agreement for:
 - i. All costs exceeding the Agreement maximum incurred without a modification in place;
 - ii. All costs incurred before the effective date of the MDOT Agreement; and
 - iii. All costs determined to be federally non-participating.

This agreement is entered into by the City Administrator’s of the undersigned municipalities.

Dated: _____

John Bohenko
City Administrator, Saco

James Bennett
City Administrator, Biddeford

City of Biddeford

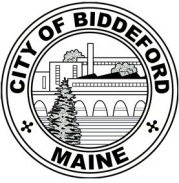


2024.92

IN BOARD OF CITY COUNCIL...JUNE 4, 2024

BE IT ORDERED, that the Biddeford City Council does hereby approve the Special Events Permit Policy change to Article IV as modified by the Policy Committee on May 20, 2024.

Attest by: _____
Robin Patterson, City Clerk



City Council

Meeting Date: June 4, 2024

Meeting Time: 6:00pm

Agenda Item No: 11.c

Item Description: 2024.92 Special Events Permit Policy

Submitted by: James Bennett, City Manager

Supporting Information/Documentation: Draft language provided

Key Terms: N/A

Executive Summary: This policy is a modification to Article IV and was drafted to establish a standard for street closure requests. It was approved with the changes, as presented, by the Policy Committee at the meeting held on May 20, 2024.

Detailed Review: The purpose of the policy is to provide for the safety of special function participants and the general public; and to ensure that all entities, such as City agencies and the general public, have been adequately notified in order to address any of their concerns. This policy also ensures that public input is considered prior to the closing of any public way to minimize any adverse impact upon the community.

Funding Source: N/A

Staff Recommendation: This Policy was drafted with input from the Code Enforcement Office.

ARTICLE IV

SPECIAL EVENTS

[Adopted 4-19-2011 by Ord. No. 2011.26]

Sec. 6-140 Policy.

The City of Biddeford recognizes that ~~events can enhance the character of the community by bringing the character of its community can be enhanced by events that bring its~~ citizens together; provide opportunities for growth and recreation; and provide Biddeford with cultural and economic benefits. The City's policy is to encourage and allow events that meet this description while ensuring that the needs of those ~~affected impacted by events~~ are adequately considered during the planning and approval process.

Sec. 6-141 Purpose.

This policy is to establish a standard for a street closure request; provide for the safety of special function participants and the general public; and to ensure that all entities, such as City agencies and the general public, have been adequately notified in order to address any of their concerns. This policy is also to ensure that public input is considered prior to the closing of any public way to minimize any adverse impact upon the community.

Sec. 6-142 Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning.

BLOCK PARTY

~~A neighborhood event that is organized by residents of an individual block, street or neighborhood and intended for the collective enjoyment of residents living in the designated area. Block parties may involve the closure of a public way to general traffic for a limited period of time and are restricted to areas that are predominantly residential in nature. Block parties shall not involve the closure of primary streets.~~

COORDINATING COMMITTEE

The following named individuals comprise the Coordinating Committee: Police Chief, Fire Chief, the Director of Codes Enforcement, the Director of Public Works, and the Recreation Director.

DEMONSTRATION or STREET PROTEST

An action by a mass group or collection of groups of people ~~in favor of a political~~ of people gathering for a ~~or other~~ cause; it normally consists of walking in a mass formation, and either beginning with or meeting at a designated endpoint or rally to hear speakers.

EVENT COORDINATOR

The person ~~making~~ submitting an application to hold a block party or special event.

PRIMARY STREET

~~Any United States or state numbered route or other high volume City street deemed critical to the movement of a large number of motor vehicles. Included in Biddeford are Route 1, Route 9, Route 111, Route 208, Guinea Road, Hill Street, Granite Street, Jefferson Street, Lincoln Street, South Street, Main Street, and West Street.~~

SPECIAL EVENT

An event or function occurring within the City of Biddeford that is open to, or intended to attract the general public, and requires the closure of a public way, or any part thereof, for a period longer than two

hours. Large-scale public events may involve or take place on a public way or in or on publicly held facilities. ~~Depending on the location and time of the event, smaller-scale events involving a brief or transitory closure of a public way, or any event that requires the full or partial closure of a street for a period of less than two hours, e.g., a parade, shall be reviewed by the Police Chief, who may choose to refer it to the full Coordinating Committee for approval. Except for Route No. 1, a special event may involve the closure of primary streets within the City.~~

Special events may fall under three categories:

Tier 1 Special Events involve the use of Recreation Department facilities for functions involving 100 or less people.

Tier 2 Special Events include street closure requests, parades, road races, walks or other single-day functions involving 100 or less people.

Tier 3 Special Events are functions that involve a street closure or the use of a City facility for a single-day function involving 100-999 people.

TRAFFIC SAFETY OFFICER

A member of the Police Department assigned by the Chief of Police as the City's coordinator/contact person for block parties and/or special events held on or upon public streets.

Sec. 6-143 Permit required. [Amended 6-6-2017 by Ord. No. 2017.54]

Any person who desires to conduct or sponsor an event at a public park, public ground, or street of the City in which it could reasonably be assumed that ~~100~~²⁵ or more persons might gather or participate shall first apply for and obtain a permit from the Codes Enforcement Office. ~~, which a~~^{After} collecting the fee described below, ~~will process the application~~^{the application will be processed} in coordination with the permitting authority as defined under Section ~~6-144~~. Special event permit fees shall not be waived without City Council approval.

(1) Fees required per application or per day:

- a. Administrative fee: ~~\$100~~²⁵.
- b. ~~Parade permit~~^{Tier 1 Special Event}: ~~\$100~~⁵⁰.
- c. ~~Block party permit~~^{Tier 2 Special Event}: ~~\$200~~⁷⁵.
- d. ~~Mass gathering (over 1,000 people)~~^{Tier 3 Special Event}: ~~\$500~~¹⁰⁰.

Sec. 6-144 Permitting authority; regulations.

- (a) The ~~Director of Parks and Recreation~~^{Recreation Director} or ~~his~~^{their} designee shall be the permitting authority for ~~events held in any of the City's parks listed in Chapter 46 of the Code of Ordinances, in which it could reasonably be assumed that 25 or more persons might gather or participate.~~^{Tier 1 Special Events.}
- (b) The Chief of Police or ~~his~~^{their} designee ~~and the Director of Public Works or their designee~~ shall be the permitting authority for ~~events in which it could reasonably be assumed that public streets, public rights-of-way would be blocked so as to prevent the free and unobstructed movement of vehicular or~~

(c) The Coordinating Committee shall be the permitting authority for Tier 3 Special Events.

- (~~de~~) The City Council shall be the permitting authority for events to be held in City of Biddeford parks, recreation, public buildings, grounds and streets ~~for events in at~~ which it could reasonably be assumed that 1,000 or more persons might gather or participate; or any event which is proposed to last longer than two consecutive days, regardless of the number of persons anticipated to gather or participate.

Sec. 6-145 Permit application.

Any person, firm, corporation, business or organization seeking a permit to hold a special event within the City of Biddeford must file an application (See Appendix A) with the permitting authority at least 30 days prior to the beginning of the event; or in cases related to activities protected by the First Amendment to the United States or Maine Constitution, other than commercial speech, two business days prior to the beginning of the event. Permit applications are available ~~through download~~ on the City's website or at the City Clerk's Office.

- (1) The application must include a site plan or a detailed map showing:
 - a. The location of the special event.
 - b. The location of any grandstand, stage, viewing area, rest-room facilities, vendor's parking/assembly areas (if necessary) and any other equipment or material brought in for use during the special event.
 - c. A written description and the location of any traffic control devices, barricades, or other signage necessitated by the event.
- (2) The application must describe ~~how~~ the event coordinator's notification plan will notify for the residents and/or businesses in the area that could be affected by the special event. At the least, this shall include a public notification in a local newspaper shared online or in print at least 30 days before the event; and a mass mailing to the residents and/or business in the area.
- (3) The application shall be accompanied by an indemnification agreement (Appendix B) which releases the City of Biddeford and its officers and employees from any liability arising from; or in connection with the special event, and a certificate of insurance with minimum liability coverage in the amount of \$400,000.
- (4) The applicant and/or organization is responsible for the full cleanup of the area immediately following the special event, and the applicant agrees to reimburse the City for costs to repair any City facility or property damaged during the event, including during the time of set-up and tear down. The City shall invoice the applicant upon completion of the repairs with net thirty-day terms. Only water-soluble, nonpermanent markings or chalk may be used on City rights-of-way.
- (5) Depending upon the size and nature of the event, the City may require that City employees, including Police, Fire, Public Works, Code Enforcement and/or Parks and Recreation, are present at or assist with the event. The City shall determine the number of personnel necessary to ensure the safety of the public and participants, ~~and to~~ minimize the inconvenience to residents, and ~~to~~ reduce public liability exposure to the event sponsor and the City. The cost associated with the use of any such personnel, including City equipment, is the responsibility of the event sponsor. A deposit of thirty percent (30x%) of the estimated personnel cost for the event will be required with the submittal of the application. The City shall ~~invoice the applicant for the applicable fee with terms net 30 days~~ provide a good faith estimate of the total personnel cost within 10 days after the approval of the application. The complete fee must be submitted to the City prior to the day of the event. Fees may be waived in whole or in part by the City Council prior to the special event.

- (6) ~~Upon receipt of a completed application, the Chief of Police will hold a meeting of the Coordinating Committee to discuss logistics for the special event. The meeting shall be scheduled at the earliest opportunity, but shall take into account the notification requirement mandated by this policy, and shall allow sufficient time to permit the event coordination to advise the public of the special event and of the Coordinating Committee meeting.~~
- (67) The Coordinating Committee shall review the application with the event coordinator to clarify the nature and circumstances of the event and may establish conditions under which the special event may be held. The purpose of the Coordinating Committee review shall be to determine whether the event can be conducted without any adverse impact upon public safety, or that the proposed event or activity shall not endanger the health and safety of all persons who visit the area to be impacted.
- (78) The Coordinating Committee shall consider the following factors prior to granting authority for a street closure under this policy:
- The special event must enhance the cultural, recreational or economic potential for the City of Biddeford.
 - Adequate plans for the detouring of local traffic have been made by the event coordinators.
 - Reasonable access ~~for business and residents working and living within the affected area~~ has been provided for businesses and for residents living and working in the affected area.
 - Proper notification of persons living and residing within the affected areas has occurred.
 - Traffic flaggers are the responsibility of the event coordinator, and must be approved for use by the Committee. ~~Safety training requirements and age of the flaggers will be factors.~~

Sec. 6-146 **Exemptions.**

The following activities are exempted from the provisions of this policy:

- (1) A special event ~~that is sponsored and already being coordinated by~~ in which the City of Biddeford is the sole sponsor and coordinator.
- (2) Athletic events regulated by the Recreation Department or School Department of the City.
- (3) Utility or maintenance work governed by other provisions of the City ordinances.
- (4) The fees established by this policy shall not apply to activities protected by the First Amendment to the United States or Maine Constitution, other than commercial speech, if the permit for the activity allows the activity to use park space for eight hours or less in one calendar day. The foregoing exemption shall not apply to an event or activity intended or scheduled to occur more than 14 cumulative hours in a period of seven consecutive days during which its permit allows exclusive use of park space. For the purpose of this subsection, an event or activity shall be considered to be using park space during the time in which a permit allows the event or activity exclusive use of the space, whether or not the activity is actually occurring during that entire time, and whether or not the applicant allows other uses to occur during that time. The City's determination of the need for exclusive use shall be final.
- (5) The fees established under this policy shall not apply to a demonstration or protest that is protected by the First Amendment to the United States or Maine Constitution, nor is a permit required if the demonstration is conducted so as not to interfere with the free and unobstructed passage of vehicular or pedestrian traffic. Otherwise, a permit is required, but no fee shall be imposed.

Sec. 6-147 **Duties of permittee; exemption.**

(a) Duties.

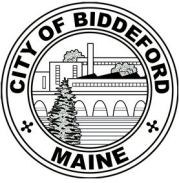
- (1) The permittee is responsible for designating a person who shall be in charge of the conduct of the event or activity, ~~and who shall be on the park grounds while the event or activity is being conducted.~~
- (2) The permittee is responsible for keeping the ~~park~~ park event grounds clean and free from debris.
- (3) Where structures are to be erected ~~in the park~~, the permittee shall be responsible for complying with building code requirements, including, but not limited to, the section of the building code dealing with temporary structures.
- (4) For events where more than 21,000 individuals are anticipated to gather or participate in the event or activity ~~in the park~~, the permittee shall provide a bond in the form of cash, certified check or surety bond from a surety company qualified to do business in the State of Maine in an amount of not less than \$2,000. Such bond shall be utilized to guarantee cleanup of the area and shall be applied against claims by the City for excessive damage to real or personal property in the park.

~~(b) Exemption.~~

- ~~(1) Activities protected by the first amendment to the United States or Maine Constitution, other than commercial speech, are exempt from Subsection (a)(4) if the permit for the activity allows the activity to use park space for eight hours or less in one calendar day.~~
- ~~(2) The foregoing exemption shall not apply to an event or activity intended or scheduled to occur more than 14 cumulative hours in a period of seven consecutive days during which its permit allows exclusive use of park space. For the purpose of this subsection an event or activity shall be considered to be using park space during the time in which a permit allows the exclusive use of the space, whether or not the event or activity is actually occurring during that entire time, and whether or not the applicant allows other uses to occur during that time.~~

Sec. 6-148 **Appeals.**

Any person firm or organization who has been denied a special event permit may appeal to the City Manager for reconsideration.



City Council

Meeting Date: June 4, 2024

Meeting Time: 6:00pm

Agenda Item No: 11.d

Item Description: WDC Affordable Housing Development / TIF / Contract Zone – Action items

Submitted by: George Gervais

Supporting Information/Documentation:

Key Terms:

RGD Business Park: Robert G. Dodge Business Park

Executive Summary:

The proposed Joint Development/Contract Zone Agreement supports the redevelopment of the property located at 37 Barra Road known as “Lot 1” in the RGD Business Park. The three available lots have remained vacant for years. The City has a need for Affordable Housing, and this agreement will result in approximately 80 newly constructed Affordable Housing apartments on Lot 1.

Detailed Review:

A proposed Joint Development/Contract Zone Agreement will support the redevelopment of the property located at 37 Barra Road known as “Lot 1” in the RGD Business Park. The three available lots in the RGD Business Park have remained vacant for years. An experienced Affordable Housing Developer has proposed a plan to address a challenge being faced by the City. The City has a need for Affordable Housing, and this agreement(s) will result in approximately 80 newly constructed Affordable Housing apartments on Lot 1. The agreement is to be discussed by the Council prior to a vote with consideration given to the needs of the city, value of the property, and the roles a Credit Enhancement Agreement and a Contract Zone will play.

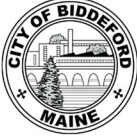
Funding Source:

A combination of Private financing and Maine State Housing will support the redevelopment construction without any city funds other than the new redevelopment project property tax sharing terms included in a City Credit Enhancement.

Staff Recommendation:

City staff recommends that City Council approve the Joint Development Agreement and Refer Contract #24 Zone to the Planning Board for timely action.

City of Biddeford



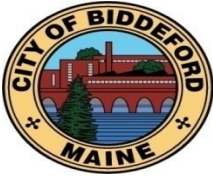
2024.93 IN BOARD OF CITY COUNCIL... June 4, 2024

BE IT ORDERED, that the City Manager is authorized to execute a Joint Development Agreement (JDA) substantially in the form presented between the City of Biddeford and Westbrook Development Corporation.

BE IT FURTHER ORDERED, that the City Manager is authorized to execute Option to Purchase Agreement substantially in the form presented between the City of Biddeford and Westbrook Development Corporation.

BE IT FURTHER ORDERED, that the City Council of the City of Biddeford does hereby advise the Planning Board of its endorsement of Contract Zone #24 for an Affordable Housing Development Project at 37 Barra Road, known as “Lot 1 RGD Business Park”.

Attest by:_____

**City of Biddeford – Planning Department****Planning Board Application**

P.O. Box 586, 205 Main Street Biddeford, Maine 04005
207-284-9115

Type of Application:

☐ Shoreland Zoning Permit ☐ Site Plan Review ☐ Extraction
☐ Conditional Use Permit ☐ Subdivision ☐ Private Way
☒ Other: Sketch Plan

Applicant Information:

Name: Westbrook Development Corporation
Mailing Address: 30 Liza Harmon Drive, Westbrook, ME 04092
Telephone: (207) 956-1575
Email: tnorod@westbrookdevelopmentcorp.org
What is your legal interest in the property?
☐ Owner ☒ Potential Buyer with Contract ☐ Lease/Rental Agreement

Owner's Information:

Name: Westbrook Development Corporation
Mailing Address: 30 Liza Harmon Drive, Westbrook, ME 04092
Telephone: (207) 956-1575
Email: tnorod@westbrookdevelopmentcorp.org

Agent's Information:

Name: Westbrook Development Corporation
Mailing Address: 30 Liza Harmon Drive, Westbrook, ME 04092
Telephone: (207) 956-1575
Email: tnorod@westbrookdevelopmentcorp.org

Engineer/Surveyor's Information:

Name: Gorrill Palmer
Mailing Address: 300 Southborough Drive, Suite 200, South Portland, ME 04106
Telephone: (207) 772-2515
Email: kbourassa@gorrillpalmer.com

Project Location and Lot Information:

Street Address: 37 Barra Road Drainage Watershed: Thatcher Brook
Tax Map: 2 Lot: 42; 42/999; 42/A Current
Zoning: I3 Shoreland Zoning: _____
Size of Lot: 3.64 (x) acres () s.f. Lot Frontage: 132.42'
Existing Use of Property: Vacant lot with shed and utility/sewer easement

Property currently serviced by:

☒ City Road ☒ Public Sewer ☒ Public Water ☐ Public Trash
☐ Private Road ☐ Septic System ☐ Private Well ☒ Private Hauler

Slope Conditions in Area of Construction (if applicable):

☐ Flat (0-3% slope) ☒ Rolling (3-8% slope) ☒ Hilly (8-15% slope) ☐ Steep (15%+ Slope)

Are there any wetlands or waterbodies on the site? ☒ (Yes) ☐ (No) if yes attach information

Is the project within the 100-year floodplain? ☐ (Yes) ☒ (No) if yes attach information

Do you plan to bring fill onto the lot? ☒ (Yes) ☐ (No) If yes attach information

Description of proposed use of property:

Project/Proposed Use: Two (2) new multifamily buildings containing up to 80 affordable apartments.

Property to be Serviced by: Westbrook Housing Authority as its Property Manager

☐ City Road ☒ Public Sewer ☒ Public Water ☐ Public Trash
☐ Private Road ☐ Septic System ☐ Private Well ☒ Private Hauler

Limits of Disturbance: 2.25 acres () acres () s.f.

Net change in impervious cover: 64,000 sf () acres () s.f.

Is this project part of a larger project? ☐ (Yes) ☒ (No)

Is the project proposing a new Private or Public Road? ☐ (Yes, Private) ☐ (Yes, Public) ☒ (No)

Is this project within the Urbanized Area/MS4 (see [City Drainage Map](#)) ☒ (Yes) ☐ (No)

Is the project proposing any Stormwater facilities/BMPs? ☐ (Yes) ☒ (No)

Will a Traffic Movement Permit (TMP) be required?: ☐ (Yes) ☒ (No)

If in a Shoreland Zone:

Percent of residential lot coverage (Max 20%): _____

Percent of structure expansion (Max 30%): _____

If Subdivision Review, number of lots proposed: _____

If a Private Way is proposed, number of lots served: _____

If Site Plan Review, you must provide the following information:

Total new square feet footprint of structure: 21,000sf

Total new square feet paving/parking: 43,000sf

Waiver Requests (attach details):

1. _____
2. _____
3. _____
4. _____
5. _____

Required Submittal Attachments:

A. Letters of Approval

☐ Fire Department – Contact Chief or Deputy Chief – 282-9986

☐ Ability to Serve for Water Service – Maine Water – 282-1543

☐ Ability to Serve for Sewer Service – Engineering Department – Tom Milligan 284-9118

☐ Police Department – e-911 Road Name Designation – Contact Joanne Fisk 282-5127

B. Letter to Planning Board describing project, Waiver requests, proposed improvements, addressing permit requirements, etc.

C. Photographs of Site.

D. Architectural renderings/drawings of proposed buildings, as required.

E. Engineering Plans, as required.

F. Stormwater Management Report, as required.

Fees (Due at time of Submission):

- \$75 Nonrefundable Administration Fee is required for every application.
- Refer to “Attachment A Fees and Charges” of the Land Development Regulations for more information. Consult with Planning Staff if you have questions.

Required Signatures:

By signing this application, as the foresaid applicant or authorized agent:

- I certify that I have read and completely understand the application;
- I certify that the information contained in this application and its attachments are true and correct;
- I understand that all information provided on this form and all other documents submitted as part of my proposal is a matter of public record;
- I understand that copies of this information may be supplied upon request to an interested party.
- I understand that additional funds may be required through the course of the review for special studies, legal review costs, and/or engineering review.
- I understand that by submitting an application I am not guaranteed a place on any particular agenda. I further understand that the City Planner will place me on an agenda for review when the application is deemed substantially complete.

Will the proposed project cause 1 acre or more of site disturbance?: __ (Yes) __ (No)

- **If Yes, applicant is responsible for any required Maine Construction General Permits and shall comply with the requirements of DEP Chapter 500 Stormwater Regulations, as they apply.**

Signature of Applicant: Tyler Norod Date 05/29/2024

Signature of Property Owner: _____ Date _____

DIGITAL SUBMITTAL REQUIREMENTS FOR ALL SUBMITTALS:

- A) PDF OF SIGNED APPLICATION
- B) PDFs OF ALL DRAWING SETS AND OTHER REQUIRED SUBMITTAL ATTACHMENTS NOTED ABOVE

HARD-COPY SUBMITTAL REQUIREMENTS FOR PLANNING BOARD APPLICATIONS:

- A) SEVEN (7) FULL-SIZE PAPER COPIES OF DRAWING SETS

DIGITAL SUBMITTAL REQUIREMENTS FOR FINAL APPROVAL:

- A) INDIVIDUALLY NAMED PDFs OF EACH DRAWING (NOT A COMBINED PDF SET)
 - *Individual Drawing PDF Naming Format: 'PROJECT/SHEETSET NAME_INDIVIDUAL DRAWING NAME.pdf'*
- B) PDF COPIES OF ALL PERMIT APPROVALS, APPLICATIONS, REPORTS, NARRATIVES, LETTERS, ETC.
- C) FINAL CAD REFERENCE FILES IN DWG FORMAT (SURVEY & PROPOSED DESIGN LINEWORK)
 - *All drawings & CAD reference files must be to-scale and within the following coordinate systems:*
 - MAINE STATE PLANE WEST NAD83 (Horizontal Datum) & NAVD88 (Vertical Datum)

HARD-COPY SUBMITTAL REQUIREMENTS FOR FINAL APPROVAL:

- A) THREE (3) FULL-SIZE PAPER COPIES OF INDIVIDUAL DRAWINGS REQUIRING BOARD SIGNATURE
- B) ONE (1) FULL-SIZE PAPER COPY OF ENTIRE DRAWING SET FOR ENGINEERING RECORDS

PLEASE CONFIRM WITH PLANNING STAFF FOR CLARIFICATION



May 29, 2024

Biddeford Planning Board
City of Biddeford
205 Main Street
Biddeford, ME 04005

Re: Sketch Plan Review – 37 Barra Road

Dear Members of the Biddeford Planning Board,

I am writing on behalf of Westbrook Development Corporation (WDC) to provide a narrative outlining our proposed development project at 37 Barra Road, Biddeford, ME. We have partnered with Kaplan Thompson Architects and Gorrill Palmer as our civil engineer to develop much needed sustainable, affordable housing options for the City of Biddeford. Our team aims to develop two new multifamily apartment buildings consisting of up to 80 units of affordable rental housing. This site, currently owned by the City of Biddeford, is an excellent location for such a development due to its existing infrastructure, bus lines, and proximity to various amenities and employment opportunities.

Site Overview

The proposed site at 37 Barra Road is currently vacant, aside from a shed pump house owned by Maine Water Company. The land includes existing easements for site access, stormwater, and sewer. The presence of these easements will be taken into careful consideration during the planning and construction phases to ensure compliance and functionality.

Zoning

The site is currently located within the I3 Industrial Zone. In order to build the proposed plan for affordable housing WDC is requesting the City to adopt a contract zone.

Development Team

More than 30 years after our founding, WDC has grown from an extension of a government-funded local housing authority to a widely recognized leading non-profit developer of affordable and workforce housing. WDC is proud to lead a team of experts that includes Kaplan Thompson

Architects, Gorrill Palmer Engineering, Westbrook Housing Authority (WHA), and Drummond Woodsum LP. Each member of our team are proven leaders in their fields with a demonstrated history of orchestrating intricate, affordable, sustainable, and meticulously planned residential developments. Our confidence in the capability of our team stems from this robust collective experience and our ability to get great projects done.

Our diverse development portfolio showcases our versatility, including a 100-unit, multistory apartment building, a charming single-family townhouse community, luxurious market-rate condominiums fashioned from a historic schoolhouse, and contemporary industrial-style lofts converted from an abandoned riverside mill. From affordable rental communities catering to seniors and residents with disabilities to pioneering homeownership opportunities for first-time buyers, WDC takes pride in delivering distinctive housing initiatives. We currently manage and own a portfolio of approximately 650 affordable apartments with an additional 115 affordable apartments scheduled to finish construction in the fall of 2024.

At our core, WDC is deeply committed to fostering sustainable long-term growth of affordable housing across Greater Portland and Southern Maine. Rather than imposing developments on cities and towns, we prioritize collaboration. We work hand in hand with city officials, civic leaders, neighborhoods, and residents to understand their needs and aspirations, ensuring that the housing solutions we create reflect their desires.

Our message to all communities is simple yet powerful: "Tell us what you want. We listen." By embracing this ethos, we consistently empower communities with the housing options they seek, making a lasting positive impact on the lives of countless individuals and families. With each project we undertake, WDC reaffirms its position as a leader in affordable and workforce housing development, dedicated to shaping a better, more inclusive future for all.

Development Proposal

Our development plan includes two distinct buildings:

1. **Senior Housing Building:** Reserved for residents aged 55 and older, this 36-unit building will consist entirely of one-bedroom apartments. This design is intended to cater to the needs of seniors, providing them with comfortable, manageable living spaces.
2. **Mixed-Use Family Building:** This 38-unit building will not be age-restricted and will offer a mix of one-bedroom, two-bedroom, and three-bedroom units. Specifically, 50% of the units will be one-bedroom, while the remainder will be two-bedroom and three-bedroom units. This mix is designed to accommodate a variety of family sizes and living arrangements, ensuring broad community appeal.

The buildings will have community spaces, air conditioning, outdoor seating areas, indoor trash rooms, laundry rooms, and free wi-fi for telemedicine services. The buildings will be designed

with energy efficiency in mind utilizing efficient electric HVAC heating and cooling systems and will target other energy efficiency goals like high end insulation, roof top solar panels, and conduits for future EV charging stations. Utilities will be included in tenant's rent as a means to help keep all of their housing costs both predictable and affordable.

Senior Building - Unit Mix

	1BR	2BR	3BR	Total
Unit Mix	36	0	0	36

Non-Age Restricted Building - Unit Mix

	1BR	2BR	3BR	Total
Unit Mix	19	11	8	38

Accessibility and Infrastructure

The site is exceptionally well-positioned to support affordable housing due to its accessibility to key infrastructure:

- **Public Transportation:** The site is well served by existing bus routes along Barra Road, which is crucial for residents who rely on public transit.
- **Utilities:** The land is serviced by public water and sewer systems, and three-phase power is available, providing reliable and efficient utilities for the buildings.
- **Proximity to Highway:** The site's closeness to the highway enhances connectivity, making it easier for residents to travel to and from work and other destinations.
- **Nearby Amenities:** The area is surrounded by employment opportunities and amenities suitable for both families and seniors, such as shopping centers, healthcare facilities, and recreational areas.

Parking

Anticipated Demand

Based on our extensive experience in developing and managing similar properties on public transportation routes, we anticipate the demand for parking will be approximately 68 spaces including 5% set aside for visitors. We have found that the populations we serve often rely on public transportation, are single parent households with one car, or are seniors that no longer have the ability to drive independently. The anticipated actual demand is based on the following parking ratios:

- 0.75 parking space per one-bedroom unit.
- 1.25 parking spaces per two-bedroom and three-bedroom units.

Proposed Parking

That said, we believe the site can accommodate closer to 88-100 spaces depending on how many ADA spaces are needed and the physical limitations of the site. The final number of parking spaces will be fine-tuned as the project makes its way through the Planning Board process. Based on initial due diligence and conceptual site plans we believe that we will be able to provide the parking ratios outlined below:

- 1.0 parking space per one-bedroom unit.
- 1.5 parking spaces per two-bedroom and three-bedroom units.

This parking plan ensures that residents have adequate space for their vehicles based on our experience managing similar buildings in similar locations.

Financials

Our project will be primarily funded through Low Income Housing Tax Credits (LIHTC), which are awarded annually by MaineHousing. This funding mechanism is crucial to making the development financially viable while keeping rental rates affordable long term for our target populations. In addition, it is typical for affordable housing to need other smaller funding layers to fill their capital stack including permanent loans, TIF's, HOME or CDBG funding, or AHP awards through the Federal Home Loan Bank of Boston.

We believe this development is well positioned to be competitive for available funding sources and will greatly benefit the Biddeford community by providing much-needed affordable housing options for both seniors and families. We are committed to working closely with the City of Biddeford and the Planning Board to ensure that this project meets all regulatory requirements and enhances the quality of life for future residents.

Populations Served

Our concept envisions 100% of the proposed units to be reserved as affordable housing. The existing funding sources managed by MaineHousing typically require affordability to be set for households earning up to 50% and 60% of Area Median Income (AMI). These income levels are published by the federal government based on census data for regional median household incomes and household size. Below is a chart outlining the current income levels published for 2024. The exact mix of AMI levels are determined by the funding sources available at the time of application. MaineHousing typically opens application rounds once a year in the fall.

% Median Income – Adjusted by Household Size - 2024				
	One	Two	Three	Four
50% AMI	\$34,300	\$39,200	\$44,100	\$48,950
60% AMI	\$41,160	\$47,040	\$52,920	\$58,740

These income levels are typical for many jobs in our community that are often described as essential and represent many of our current senior community members who are on fixed incomes. Some common job types that qualify include: EMT's, Daycare Workers, Ed Techs, School Bus Drivers, Teachers, Nursing Home Attendants, and many more.

Timeline

Our goal is to receive all our municipal and state approvals by August 23rd in order to be eligible to apply for MaineHousing's annual funding round in September 2024. It should be noted that funding is extremely competitive and there are always more deserving projects than there is funding available. As such, it is not uncommon for projects to need to reapply more than once for MaineHousing funding.

Typically, MaineHousing holds applications for its tax credit funds once a year. The three (3) timeline scenarios below are based on different potential timelines for successfully receiving a funding award from MaineHousing. Once under construction we anticipate construction of each building to last approximately 14-16 months. The two-month difference is largely to account for uncertainties related to removing granite ledge known to be on site. Our preference would be to apply for funding for both buildings at the same time, but there is always the possibility that one building receives an award before the other and they need to have offset construction starts.

Scenario 1

Major Milestones & Activities	Timeline
Site Control, Contract Zone, TIF, Municipal Approvals	Before August 23 rd , 2024
Submit Tax Credit Application to MaineHousing	September 2024
Receive Funding Award	December 2024
Design Development Prior to Construction	Winter 2025
Construction Bid	Spring 2025
Construction Start	Summer 2025
Construction Completion & Lease Up	Fall 2026/Winter 2027

Scenario 2

Major Milestones & Activities	Timeline
Site Control, Contract Zone, TIF, Municipal Approvals	After August 23 rd , 2024
Submit Tax Credit Application to MaineHousing	September 2025
Receive Funding Award	December 2025
Design Development Prior to Construction	Winter 2026
Construction Bid	Spring 2026
Construction Start	Summer 2026
Construction Completion & Lease Up	Fall 2027/Winter 2028

Scenario 3

Major Milestones & Activities	Timeline
Site Control, Contract Zone, TIF, Municipal Approvals	After August 23 rd , 2024
Unsuccessful Tax Credit Application to MaineHousing	September 2025
Resubmit Tax Credit Application to MaineHousing	September 2026
Receive Funding Award	December 2026
Design Development Prior to Construction	Winter 2027
Construction Bid	Spring 2027
Construction Start	Summer 2027
Construction Completion & Lease Up	Fall 2028/Winter 2029

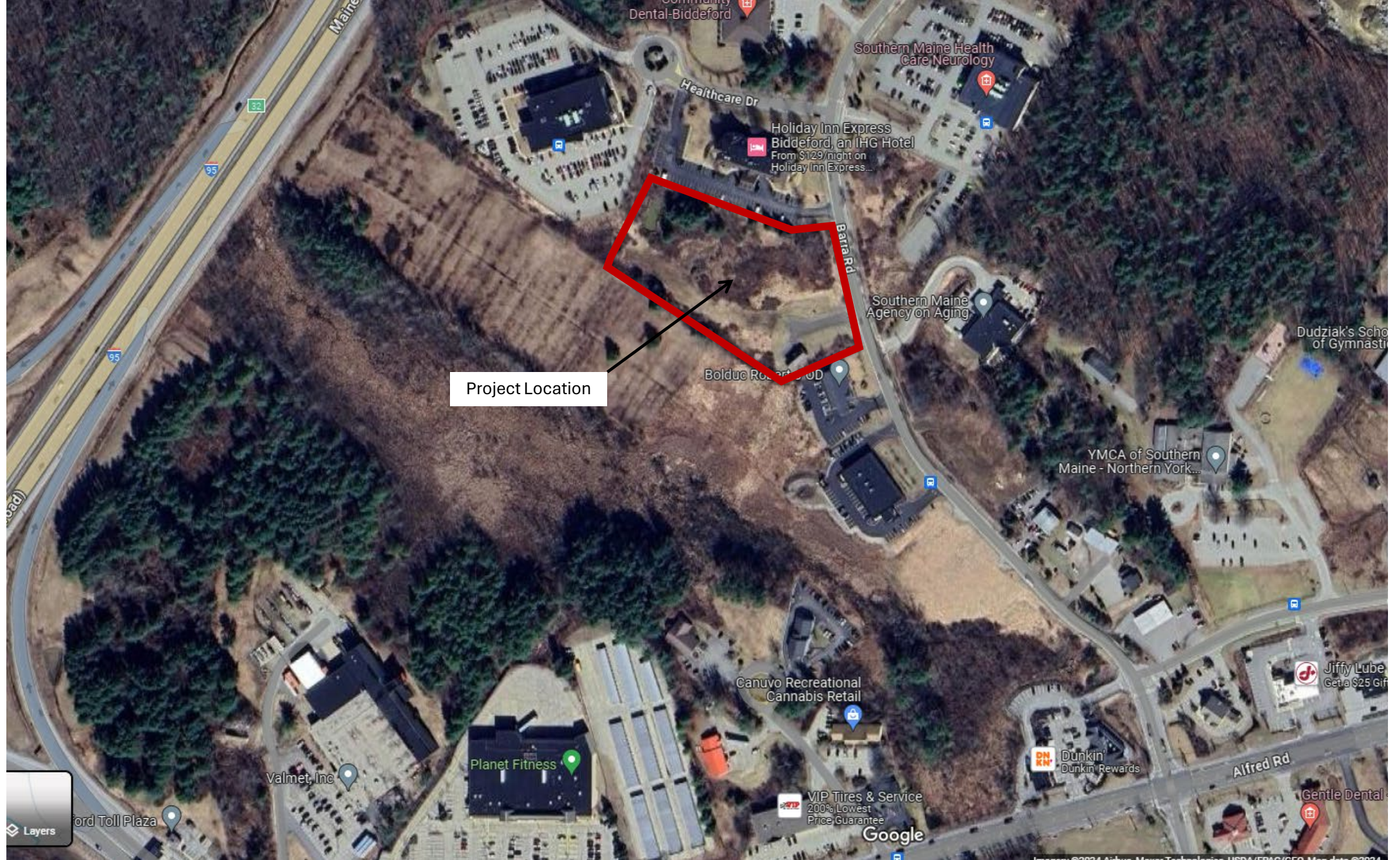
Conclusion

Thank you for your time and consideration in reviewing our proposal. We are excited about the opportunity to collaborate with the City of Biddeford and are confident that this project will bring significant benefits to the community. We look forward to working closely with City Staff, the Mayor, City Council, the Planning Board and local community to refine our plans and address any questions or concerns. Together, we can create a vibrant, inclusive, and sustainable housing development that meets the needs of Biddeford's residents.

Sincerely,



Tyler Norod
Development Director
Westbrook Development Corporation



Aerial Map – 37 Barra Road, Biddeford, ME



37 Barra Rd

Biddeford, Maine

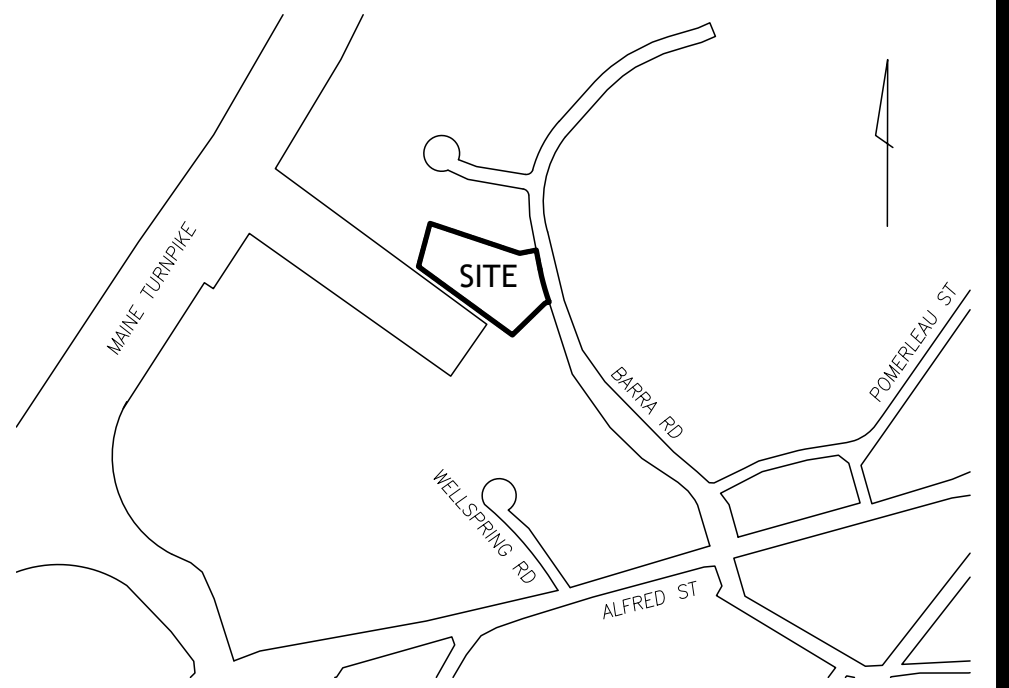
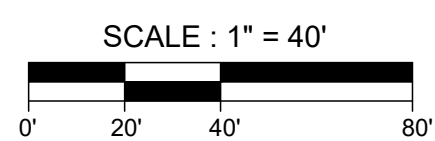
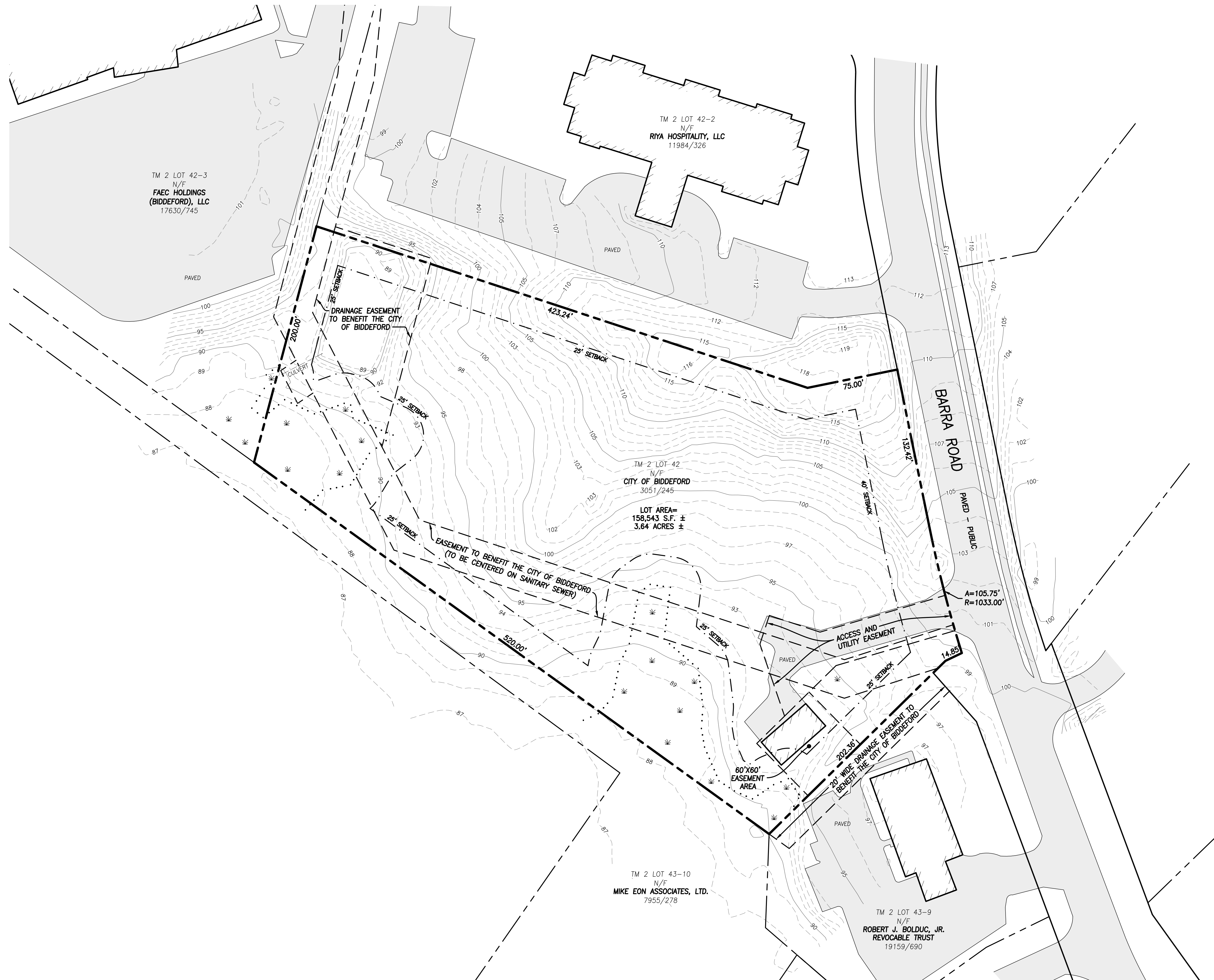


Google Street View

Jul 2018

[See more dates](#)





LOCATION MAP

T.S.

LEGEND

-
- SETBACK LINE
 EASEMENT LINE
 EDGE OF WETLAND
 1' CONTOUR

PLAN REFERENCES

1. "CITY OF BIDDEFORD, 205 MAIN STREET, BIDDEFORD, MAINE – FIFTH AMENDED SUBDIVISION PLAN", SEPTEMBER 12, 2024, BY OWEN HASKELL, INC., RECORDED AT YORK COUNTY REGISTRY OF DEEDS (Y.C.R.D.) IN PLAN BOOK 371, PAGE 50.
2. "AMENDED SUBDIVISION PLAN OF: LOT 1 – EXIT 4 BUSINESS PARK, BARRA ROAD, BIDDEFORD, MAINE – FOR: VERIZON NEW ENGLAND, INC.", NOVEMBER 21, 2000, BY SEBAGO TECHNICS.
3. "RECORD PLAN OF THE: EXIT 4 BUSINESS PARK PCH, BARRA ROAD, BIDDEFORD, MAINE – FOR: VERIZON NEW ENGLAND, INC.", NOVEMBER 14, 2000, BY SEBAGO TECHNICS, RECORDED AT Y.C.R.D. IN PLAN BOOK 260, PAGE 11.
4. "SITE PLAN, COMMERCIAL SITE, 35 BARRA ROAD, BIDDEFORD, MAINE", JUNE 2011, BY BH2M, RECORDED AT Y.C.R.D. IN PLAN BOOK 354, PAGE 25.
5. "SUBDIVISION PLAN, 3 LOT SUBDIVISION, BARRA ROAD, BIDDEFORD, MAINE", JUNE 2013, BY BH2M, RECORDED AT Y.C.R.D. IN PLAN BOOK 362, PAGE 30.

GENERAL NOTES

1. OWNER OF RECORD: CITY OF BIDDEFORD
TAX MAP 2 LOT 42
Y.C.R.D. BOOK 3051 PAGE 245
2. BEARINGS ARE BASED ON STATE PLAN COORDINATE SYSTEM, MANG
WEST ZONE, NAD 83.
3. ELEVATIONS ARE BASED ON NAVD 88 DATUM, DERIVED FROM 2020
LIDAR DATA PROVIDED VIA [HTTPS://COAST.NOAA.GOV/DATAVIEWER/](https://coast.noaa.gov/dataviewer/).
4. THE PURPOSE OF THIS PLAN IS TO SHOW THE APPROXIMATE BOUNDARY
OF THE LOCUS PARCEL AND ITS RELATION TO EXISTING FEATURES AND
TOPOGRAPHIC DATA.
5. THE LOCUS PARCEL IS ENTIRELY WITHIN AN INDUSTRIAL 3 (I3) ZONE
WITH THE FOLLOWING DIMENSIONAL REQUIREMENTS;
FRONT SETBACK: 40 FEET
SIDE/REAR SETBACK: 25 FEET
WETLAND SETBACK: 25 FEET
6. ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP 230145000BB, w/
EFFECTIVE DATE MAY 15, 1984, THE LOCUS PARCEL IS ZONE C (AREA OF
MINIMAL FLOODING)
7. THE BOUNDARY OF THE LOCUS PARCELS SOLELY BASED ON PLAN
REFERENCE #1. THIS IS NOT A BOUNDARY SURVEY.
8. WETLAND'S WERE DELINEATED MAY 22, 2024 BY FLYCATCHER, LLC.
9. BUILDINGS AND PAVEMENT SHOWN ARE BASED ON AERIAL PHOTOGRAPHY.
10. THE LOCUS PARCEL IS SUBJECT TO AN ACCESS & UTILITY EASEMENT
AND A 60'X60' EASEMENT AREA, SHOWN PER PLAN REFERENCE #1. THE
STATUS OF SAID EASEMENTS ARE UNKNOWN.
11. THE EASEMENTS LABELED "TO BENEFIT THE CITY OF BIDDEFORD" ARE
SHOWN PER PLAN REFERENCE #1. THE STATUS OF SAID EASEMENTS ARE
UNKNOWN.

Compiled Survey
At
37 Barra Road, Biddeford, Maine
Made for
Westbrook Development Corporation
& Westbrook Housing Authority
30 Liza Harmon Dr, Westbrook, ME



OWEN HASKELL, INC.

PROFESSIONAL LAND SURVEYORS

390 US ROUTE 1, UNIT 10, FALMOUTH, ME 04105 TEL. 207-774-0424

DRAWN BY: JWS	DATE: MAY 24, 2024	JOB NO. 2024-115
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CHECKED BY: RRL	SCALE: 1" = 40'	DRWG. NO. 1
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SITE PLAN

WDC_B

05/29/2024

JOINT DEVELOPMENT/CONTRACT ZONE AGREEMENT

This Joint Development Agreement/Contract Zone (“Agreement”) dated _____, 2024 is executed by WESTBROOK DEVELOPMENT CORPORATION, a Maine nonprofit corporation having a mailing address of 30 Liza Harmon Drive, Westbrook, Maine 04092, or its assigns (“WDC”) and the CITY OF BIDDEFORD, MAINE (the “City”) (each a “Party” and, collectively, the “Parties”).

RECITALS

WHEREAS, the City owns the parcel of land in Biddeford, Maine commonly known as the "RGB Lot 1" site located at 37 Barra Road, as depicted on a certain Fifth Amended Subdivision Plan prepared for the City of Biddeford by Owen Haskell, Inc. dated September 12, 2014, and recorded in the York County Registry of Deeds in Book 371, Page 50 (the “Property”);

WHEREAS, on even date herewith, the City has granted to the Buyer, and the Buyer has accepted an option to purchase the City’s Property in the form attached hereto as Exhibit A (the “Option”) for the construction of one or more affordable multi-family apartment buildings constructed across one or more phases (the “Project”), upon the terms and conditions as set forth herein; and

WHEREAS, in order to facilitate the Project, WDC and the City desire to enter into an agreement outlining the shared expectations of each party in connection with the City’s sale of the Property and the development of the Project thereon, including matters related to rezoning, tax incrementing financing and the payment of impact fees, but excluding those matters set forth in the Option.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I **COMMITMENTS**

1) Purpose.

This Agreement sets for the major terms and conditions under which the Parties and the City intend to pursue the Project. The Parties recognize that, as the Project progresses, further definitions and agreements expanding the terms of this agreement may be warranted and the parties agree to negotiate in good faith amendments of this Agreement to reflect the same.

2) **WDC's Project Commitments:**

WDC its successor and assigns, hereby agree to provide the following in connection with development of the Project in consideration for the approval of a Tax Increment Financing District and Development Program and an associated Credit Enhancement Agreement by the Biddeford City Council:

- a) WDC, its successors and assigns, shall pay a total of \$400,000.00 to the City for use towards additional pump station improvements benefitting Barra Road ("Pump Station Improvements Contribution") necessitated by the Construction of the Project. The Pump Station Improvement Contribution shall only accrue in the event that WDC exercises the Option, and shall be due at such time as WDC and the City shall agree, but in no event earlier than closing on the Property pursuant to the Option.

i) **Pump Station Improvements Contribution Adjustment Clause**

In the event that the Option has not been exercised prior to June 5, 2026, the Pump Station Improvement Contribution shall be adjusted on June 5, 2026 based on the percentage increase in the Consumer Price Index (CPI), Northeast Region, as published by the U.S. Bureau of Labor Statistics (BLS), from June, 2024 through May 2026

- b) WDC proposes developing up to a maximum of 80 units of affordable housing across one or more phases of development and which meet the affordability standards set forth in the option. To the extent practicable, WDC will use best efforts to propose and develop up to 40 of the units as housing for older persons, and 40 units as family housing. If funding or federal or state fair housing laws precludes a division between family and elderly housing, WDC will propose a variety of unit sizes and types to ensure the Project meets the needs of a range of households.
- c) WDC shall pay for the City's legal fees, if any, associated with the development and approval of a TIF District and the associated Credit Enhancement Agreement regardless of whether or not it is approved.

3) **City Commitments:**

- a) Upon establishing that the property to be developed, RGB Lot 1, is within a Tax Increment Financing (TIF) District properly approved by the Commissioner of the Maine Department of Economic and Community Development (or Maine State Housing Authority in the case of an affordable housing TIF district), the City hereby agrees to the following commitment to or for the benefit of WDC, its successors or assigns:

- i) The establishment of a 30-year Credit Enhancement Agreement with 75% reimbursement to WDC provided that WDC commits that the Property be used for Affordable housing (as defined in the Option) for the term of the Credit Enhancement Agreement.
- b) Upon request by WDC, the City shall refer the Property for the rezoning necessary to carry out the Project, either through a Contract Zone or text and map amendment, to the Planning Board for timely consideration and their recommendation to the City Council for modifications, approval or denial of the same.
- c) The City shall accept the Pump Station Improvement Contribution from WDC and shall complete necessary improvements/upgrades required to sewer related utilities in a timely manner so as not to impeded occupancy of the completed development.
- d) The City acknowledges that the Property is subject to a certain Declaration of Covenants, Conditions and Restrictions recorded in the York County Registry in Book 11985, Page 316, as amended in Book 14289, Page 932 (the “Covenant”). The City agrees to waive any and all restrictions set forth in the Covenant that restrict the development of residential housing on the Property and otherwise impose additional restrictions or review requirements on the development of the Project beyond that required as part of Site Plan and Subdivision approval for the Project or Council approval of the TIF District, CEA, or Rezoning Application.
- e) Should the residential housing units cease to meet the definition of “Affordable Housing” as described in the Option to Purchase Agreement (Exhibit A), then the terms of the Credit Enhancement Agreement shall terminate.

ARTICLE II

MISCELLANEOUS

- 1) **Termination.** Unless earlier terminated as a result of a breach of either party, this agreement shall terminate automatically upon the occurrence of the following:
 - a) if WDC decides in its sole discretion not to pursue the Project or that the Project is infeasible and provides written notice to the City that it is terminating the Option, then this Agreement shall automatically terminate and neither party shall have any further obligation to the other hereunder.
 - b) Upon the later of (i) acquisition of the Property by WDC, or its successors or assigns, pursuant to the Option Agreement and payment of the Impact Fee, (ii) execution of the Credit Enhancement Agreement, or (iii) successful rezoning of the Property to facilitate the Project.

2) Representations and Warranties:

Each Party represents and warrants to the other that:

- a) It is duly qualified to do business and is in good standing in the State of Maine; and
- b) It has full power and authority to execute, deliver and perform its obligations under this Agreement;
- c) The execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action by such Party; and
- d) The execution and delivery of this Agreement by such Party and the performance of the terms, covenants and conditions contained herein will not violate the organizational documents of such Party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either Party is bound.
- e) The City is a municipal entity duly organized under the laws of the State of Maine, and all fiscal provincial and municipal affairs are within the sole discretion of the Mayor and City Council, notwithstanding any other provision in this agreement.

3) Right to Require Performance:

The failure of any Party at any time to require performance by the other Party of any provisions hereof shall in no way affect the right of such Party thereafter to enforce the same. Nor shall waiver by either Party of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.

4) Governing Law:

This Agreement is and shall constitute a contract under and is to be construed in accordance with the laws of the State of Maine. Any dispute resulting in legal action and not resolved by arbitration, mediation, or such other method as may be mutually agreed to by the Parties shall be adjudicated within the jurisdiction of the State of Maine.

5) Relationship of Parties:

- a) This Agreement is not intended to supersede the authority granted by law to any regulatory board or agency of the City. Therefore, nothing in this Agreement shall be construed or implied to require the City's planning, zoning or other regulatory boards or agencies (however designated) to approve the plans for any aspect of the actions required under this Agreement.
- b) The Parties acknowledge that the obligations set further herein may be further described in other agreements and or deeds as agreed to by the Parties. The City and

WESTBROOK DEVELOPMENT CORPORATION, its successors and assigns, agree to cooperate in good faith with regard to each and every aspect required for the completion of all obligations contemplated by this Agreement.

- c) This Agreement shall not be interpreted or construed to independently create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

6) Breach by WESTBROOK DEVELOPMENT CORPORATION:

- a) WDC shall be considered in default of its obligations under this Agreement if it ceases all efforts to pursue the Project for a period of 90 days or greater without good cause. The City shall provide notice to WDC, its successors or assigns, of a breach in writing, identifying the nature of the alleged breach and requested remedy. A breach shall be cured if remedied within thirty (30) days of receipt of the notice, or such other time as mutually agreed.
- b) If a breach is not cured as set forth above, the City may bring an action, in law or in equity, to enforce this Agreement or for damages, or both.

7) Breach by City:

- a) The City shall be considered in default of its obligations under this Agreement if it fails to carry out its obligations hereunder in connection with the Project for a period of 90 days or greater (unless a shorter time is required under applicable municipal ordinance). WDC, its successors or assigns, shall provide notice to the City of a breach in writing, identifying the nature of the alleged breach and requested remedy. A breach shall be cured if remedied within thirty (30) days of receipt of the notice, or such other time as mutually agreed.
- b) If a breach is not cured as set forth above, WESTBROOK DEVELOPMENT CORPORATION, its successors or assigns, may bring an action, in law or in equity, to enforce this Agreement or for damages, or both.

8) Integration:

This Agreement, along with any exhibits, appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written regarding the matters addressed in this Agreement. The Parties hereby acknowledge and represent, by affixing their hands and seals hereto, that the Parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other Party or any other person or entity whatsoever, prior to the execution of this Agreement. The Parties hereby waive all rights and remedies, at law

or in equity, arising or which may arise as the result of a Party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of the Party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

9) No Oral Modifications:

This Agreement may not be changed or terminated orally. This Agreement and all the covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

10) Notice:

All notices required to be given to City or WESTBROOK DEVELOPMENT CORPORATION under this Agreement shall be in writing and deemed given upon the earlier of actual receipt by personal delivery or two (2) days after being mailed by U.S. Express, registered or certified mail, return receipt requested, or a reputable overnight courier as follows:

- i) City: City of Biddeford
c/o James A. Bennett, (or the then current) City Manager
P.O. Box 586
205 Main Street
Biddeford, Maine 04005
- ii) With a copy to: Harry B Center II, Esq. (or the then current) City Solicitor
Woodman Edmands Attorneys At Law.
234 Main Street
Biddeford, ME 04005
- iii) WDC: WESTBROOK DEVELOPMENT CORPORATION
ATTN: Tyler Norod, Development Director
30 Liza Harmon Drive
Westbrook, Maine 04092
Email: tnorod@wdc.org
- iv) With a copy to: Robert M. Liscord
Drummond Woodsum
84 Marginal Way, Suite 600
Portland, Maine 04101-2480
Email: rliscord@dwmlaw.com

11) Severability:

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

12) Survival:

All express representations, warranties, indemnifications or limitations of liability made in or given in this Agreement shall survive the expiration or the termination of this Agreement for any reason.

13) Mediation/Arbitration:

The Parties hereto agree that prior to filing litigation they will consider alternative dispute resolution techniques such as mediation and arbitration to resolve all claims, counterclaims, disputes and other matters in question between the Parties arising out of this Agreement.

[Signature Page Follows; Remainder Intentionally Left Blank]

IN WITNESS WHEREOF, WDC and the City have set their hands and seals as of the day, month and year first above written.

WESTBROOK DEVELOPMENT CORPORATION:

Witness

By: _____
Christopher LaRoche
its Authorized Agent.

CITY OF BIDDEFORD

Witness

By: _____
James A. Bennett
Its Duly Authorized: City Manager

Attachment: Exhibit A: Option to Purchase Agreement

Exhibit A:

Option to Purchase Agreement

OPTION TO PURCHASE AGREEMENT

THIS OPTION TO PURCHASE AGREEMENT (the “Agreement”) is entered into effective ____ day of _____, 2024 (the “Effective Date”), between the CITY OF BIDDEFORD, a Maine municipal corporation having a mailing address of 205 Main Street, Biddeford, Maine 04005 (“Seller”), and WESTBROOK DEVELOPMENT CORPORATION, a Maine nonprofit corporation having a mailing address 30 Liza Harmon Drive, Westbrook, Maine 04092, or its assigns (“Buyer”).

RECITALS

WHEREAS, Seller is the owner of a certain parcel of land located at 37 Barra Road, Biddeford, Maine being Lot 1 as depicted on a certain Fifth Amended Subdivision Plan (the “Plan”) prepared for the City of Biddeford by Owen Haskell, Inc. dated September 12, 2014, and recorded in the York County Registry of Deeds in Book 371, Page 50 (“Seller’s Property”); and

WHEREAS, Seller wishes to grant to Buyer, and Buyer wishes to accept, an option to purchase the Seller’s Property (together with any easements for access and stormwater management reasonable for the development of the property for the Buyer’s purpose, the “Option Premises”), for the construction of one or more affordable multi-family apartment buildings constructed across one or more phases (the “Project”), upon the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1) **Option Period; Exercise of Option; Amendment to Exhibit A.** Seller hereby grants to Buyer for \$1.00 (the “Option Payment”) the exclusive option, for a period ending December 31, 2026 (the “Option Period”), to purchase the Option Premises upon the terms and conditions stated herein (the “Option”). Buyer may exercise the Option at any time during the Option Period by giving written notice to Seller of its intent to do so (the “Purchase Notice”).
- 2) **Purchase Conditioned Upon Use as Affordable Housing.** The Buyer hereby acknowledges that the Option and the obligations of the Seller to convey the Option Premises to the Buyer is conditioned upon the Buyer agreeing to use the Option Premises for the creation of Affordable Housing. For purposes of this agreement, Affordable Housing shall mean the following: (a) for rental housing a development in which a household whose income does not exceed 80% of the area median income for the area as defined by the United States Department of Housing and Urban Development under the United States Housing Act of 1937, Public Law 75-412, 50 Stat. 888, Section 8 (as determined by HUD “AMI”), as amended, can afford a majority (51% or greater) of the units in the development; or (b) for resident owned housing, a development in which a household whose income does not exceed 120% of AMI can afford a majority (51% or greater) of the units in the development. This condition shall be satisfied for purposes of proceeding with sale of the

Option Premises to the Buyer by a notice to proceed from Maine State Housing Authority for the construction of affordable housing using Low Income Housing Tax Credits, a commitment for debt or equity financing for the construction of affordable housing a condition of which will be the Buyer's entry into an affordability covenant, or a commitment for conventional financing where the Buyer also agrees to enter into a separate affordability covenant that meets the affordability criteria of this Section 2 with an entity that meets the definition of a "Qualified Holder" under 33 M.R.S.A. § 121(3).

- 3) **Due Diligence.** Within five (5) business days after the Effective Date, Seller shall provide Buyer with all surveys, title policies, environmental reports in its or its agents' possession including without limitation copies of any surveys of the Option Premises within Seller's or Seller's agents' possession promptly following the Effective Date of this Agreement.

Buyer and others whom Buyer may designate shall have the right, at all reasonable times, at Buyer's sole cost and expense, risk and hazard, to enter upon the Option Premises to examine and/or show the same and make, or cause to be made, engineering studies with respect thereto, including, without limitation, surveying, conducting test borings in order to determine sub-soil conditions, and in general conducting all other tests, analysis and studies of the Option Premises which Buyer deems prudent in connection with Buyer's intended development or use of the Option Premises. If Buyer does not exercise the Option, Buyer shall promptly restore the surface of the Option Premises as reasonably as possible to its pre-existing condition, unless otherwise agreed by Seller.

Seller hereby acknowledges, that to extent required by the Project funding, the Buyer's exercise of the Option and the carrying out of the Project is dependent on the results on environmental review requirements of Maine State Housing Authority or the Department of Housing and Urban Development.

- 4) **Extension.** Prior to the expiration of the Option Period, Buyer shall have the right to extend the Option Period for a period of one (1) year by providing written notice to Seller thereof.
- 5) **Purchase Price.** If Buyer exercises the Option, the purchase price for the Option Premises shall be One Dollar (\$1.00).
- 6) **Closing.** If Buyer exercises the Option, the Closing shall occur within thirty (30) days of the delivery of the Purchase Notice, at a time that is mutually agreeable to the Buyer and Seller at the offices of the Buyer's attorney, Drummond Woodsum, 84 Marginal Way, Suite 600, Portland, Maine 04101. The deed and other customary transfer documents are to be delivered at the Closing.
- 7) **Conditions to Sale.** If Buyer exercises the Option, the following terms and provisions shall apply:
- a) Title to the Option Premises shall be conveyed to Buyer by good and sufficient Warranty Deed which deed shall convey good and clear record and marketable title to the Option Premises, free from encumbrances except provisions of existing building and

zoning laws and any covenants and/or easements of record provided that the same do not interfere with Buyer's intended use of the Option Premises; such real estate taxes for the then current tax period which are not due and payable on the date of delivery of such deed; utility, access, drainage or other similar easements in connection with adjoining properties, and any matters of record which in Buyer's opinion do not interfere with Buyer's plans to develop the Option Premises. Buyer shall notify Seller of any defects in title that would make Seller unable to give title to the Option Premises as herein stipulated. Seller shall be obligated to proceed in good faith to cure any such title defect(s). If required, the Closing shall be extended to allow Seller time to cure any such title defects, but in no event shall the Closing be extended more than thirty (30) days for such purposes. If a title defect exists, Buyer may elect, by written notice to Seller, either (i) to accept title to the Option Premises subject to any uncured defects in title or (ii) to terminate the Option, whereupon any Option Payment or extension fees paid by Buyer to Seller shall be immediately refunded to Buyer, the obligations of all parties hereunder shall cease, and neither party shall have any claim against the other by reason of this Agreement.

- b) In furtherance of the preceding subsection 7.a., the Buyer and Seller agree to, either as part of the deed described herein or through a separate easement agreement, to negotiate and enter into terms governing the Seller's reserved easement rights to the area shown on the Plan as "Easement to Benefit the City of Biddeford (to be centered on sanitary sewer)", which allows for non-exclusive use of the easement area by the Seller for the existing sewer line located therein and the maintenance of the same, in a manner that is compatible with the Buyer's intended use of the Option Premises.
 - c) Seller shall not mortgage, encumber, or alter the use of the Option Premises prior to the Closing without the prior consent of the Buyer, and shall maintain it consistent with the manner in which the Seller has operated and maintained the Option Premises prior to this Agreement. Full possession of the Option Premises is to be delivered at the Closing, free of all tenants and occupants and otherwise in the same condition as it is now. Buyer and Buyer's agents may inspect the Option Premises up to forty-eight (48) hours prior to the Closing in order to determine whether the condition of the Option Premises complies with the terms and conditions of this Agreement. Seller agrees to provide prompt written notice to Buyer of any newly arising or newly discovered defects with respect to the Option Premises.
 - d) Each party shall pay one-half of the Maine real estate transfer tax unless otherwise exempt.
- 8) **Representations.** Seller represents, covenants and warrants to and agrees with Buyer that
- (i) Seller is the current owner of the Option Premises and has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and
 - (ii) the execution and delivery of this Agreement and the performance by Seller of the obligations hereunder will not conflict with, or result in breach of any regulation, order, judgment, injunction or decree of any court or governmental authority or any agreement or instrument to which Seller is a party or by which Seller is bound, except as otherwise

provided for herein, and (iii) that there is no pending or, to the best of Seller's knowledge, threatened action or proceeding before any court, governmental agency or arbitrator relating to or arising out of the ownership of the Option Premises or any portion thereof, or which may adversely affect Seller's ability to perform this Agreement, or which may affect the Option Premises or any portion thereof.

Seller further represents and warrants that (i) the Seller has not received any notice from any governmental authority that (A) the Option Premises is in violation of any environmental laws, (B) the Option Premises contains any hazardous materials, or any person or entity has caused or permitted any hazardous material to be manufactured, generated, processed, produced, disposed on, at, through, or under the Option Premises or any hazardous materials to be placed stored, held, transferred, or transported from or to the Option Premises, (C) there has been a release of hazardous materials on, in, at, under, or from the Option Premises, or (D) Seller is subject to any environmental action in connection with the Option Premises; (ii) during Seller's ownership of the Option Premises, no underground tanks have been installed on, in, or under the Option Premises, except as disclosed to the Buyer within five (5) days of the Effective Date; (iii) to the best of Seller's knowledge, it is not in breach of or has any liability under or with respect to any environmental law with respect to the Option Premises; and (iv) Seller has not received any notice of any contemplated, proposed, or pending environmental action with respect to the Option Premises.

Buyer represents, covenants and warrants to Seller that Buyer has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and, subject to approval by its lender, the execution and delivery of this Agreement and the performance by Buyer of its obligations hereunder: (i) have been duly authorized by all requisite action; and (ii) will not conflict with, or result in a breach of, any of the terms, covenants and provisions of the by-laws or articles of organization of Buyer or any law or any regulation, order, judgment, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Buyer is a party or by which it is bound.

- 9) **Further Assurances.** The parties agree that up to and after the date of closing, they shall do such things and execute, acknowledge and deliver any and all additional instruments, documents and materials as either party may reasonably request to fully effectuate the purposes of this Agreement.
- 10) **Risk of Loss.** The risk of loss shall remain on Seller at all times until closing.

- 11) **Notices.** Except where expressly stated otherwise, any notice relating in any way to this Agreement shall be in writing and shall be delivered to the other party by (a) registered or certified mail, return receipt requested, (b) overnight by a nationally recognized courier, (c) hand delivery obtaining a receipt therefor, or (d) email, addressed to the parties as follows:

To Seller: CITY OF BIDDEFORD
205 Main Street
Biddeford, Maine 04005
Attention: _____
Email: _____

With a copy to: [INSERT COUNSEL]

To Buyer: Westbrook Development Corporation
Attn: Tyler Norod, Development Director
30 Liza Harmon Drive, Westbrook, Maine 04092
Email: tnorod@wdc.org

With a copy to: Robert M. Liscord
Drummond Woodsum
84 Marginal Way, Suite 600
Portland, Maine 04101-2480
Email: rliscord@dwmlaw.com

Notices shall be deemed delivered upon such hand delivery, or upon the earlier of either (i) the date delivered or (ii) the date of delivery, refusal or non-delivery as indicated on the return receipt, in the case of notice by registered or certified mail or overnight courier as provided above.

Notice by email shall be deemed delivered upon sending, except if the sender receives an "out of office" or "undeliverable" or similar message indicating that the email was not immediately received by the other party, such notice shall be deemed ineffective and must be provided by one of the other methods permitted herein.

Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

- 12) **Memorandum.** Seller and Buyer agree that this Agreement may not be recorded but the Buyer may request that the Seller and Buyer execute a Memorandum in the form mutually agreeable to the parties which may be recorded at the Cumberland County Registry of Deeds at the option and expense of Buyer.
- 13) **Assignment.** Buyer may assign this Agreement without the prior consent of the Seller to one or more entities formed by the Buyer for the purpose of carrying out the Project.

14) **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. Headings are for convenience of reference only and have no independent legal significance. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto. Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, and the exhibits referenced herein, which alone fully and completely express their entire agreement. It is expressly understood and agreed that time is of the essence with respect to this Agreement. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable by a court, such term or provision shall be deemed stricken and the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which this Agreement is held to be invalid or unenforceable, shall continue to be valid and binding upon the parties hereto, who agree that this Agreement shall be reformed to replace the stricken part with a valid and enforceable provision that comes as close as possible to expressing the intent of the stricken provision. This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

IN WITNESS WHEREOF, the Buyer and Seller have caused this Option to Purchase Agreement to be executed by their undersigned representatives, thereunto duly authorized, as of the date first above written.

SELLER: CITY OF BIDDEFORD

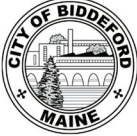
By: _____
James A. Bennett, City Manager

BUYER: WESTBROOK DEVELOPMENT CORPORATION

By: _____
Christopher LaRoche, its Authorized Agent

**SIGNATURE PAGE TO OPTION TO PURCHASE AGREEMENT
BARRA ROAD BIDDEFORD**

City of Biddeford

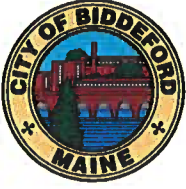
The seal of the City of Biddeford, Maine, is circular. It features a central illustration of a lighthouse on a rocky shore with trees. The words "CITY OF BIDDEFORD" are inscribed around the top inner edge, and "MAINE" is at the bottom. The seal is flanked by two decorative, symmetrical scroll-like flourishes.

2023.94 IN BOARD OF CITY COUNCIL... JUNE 4, 2024

BE IT ORDERED, that the City Council does hereby authorize the implementation of the interim plan for the unhoused and as of July 8, 2024 all encampments in the City of Biddeford will be required to be disassembled and removed. Additionally, City staff will provide monthly written updates to the City Council regarding the progress of the plan and will appear before the Council on a Bi-monthly basis to provide a status update.

Attest by:_____

City of Biddeford, Maine



The Office of
City Manager

James A. Bennett

Email: jbennett@biddefordmaine.org

MEMORANDUM

TO:	Honorable City Council
FROM:	James A. Bennett, City Manager and Martin Grohman, Mayor
DATE:	May 30, 2024
RE:	Interim Plan

Municipalities throughout the country are trying to untangle multiple issues as they deal with unhoused challenges. The complexity is only outpaced by the varied opinions. To be certain, there is no ideal solution. It has been said that perfection is the enemy of progress. With that saying in mind, please find the recommendations to move forward.

Through the budget process, it was made clear that the majority of the Council was not in favor of an outside sanctioned encampment with barriers. Acceleration of an indoor solution occurred. Since that direction was provided, the Mayor, supported by the staff, has worked diligently to provide this recommendation. It tries to balance a number of competing interests. Underlying all was the overreaching goal of providing an indoor space for all as soon as possible; a mutually beneficial goal of providing a dignified solution for those impacted as well as to remove all encampments within Biddeford.

On Tuesday evening you will be asked to endorse the work to date and authorize the implementation of the intermediary steps recommended. This memo is intended to provide a comprehensive update on the work to date, the recommendations and responses to anticipated questions. To be clear, this is a work in progress. Not every detail is known. It will change as we move to implement. To that end, should the Council endorse proceeding, there is built in public reporting to the Council as well as written update requirements, in the requested Council Order. The presentation of the components of the plan are presented in no particular sequence.

Integration of General Assistance

A key recommendation from the beginning was to integrate the General Assistance operation into this effort. The initial presentation admittedly did not provide enough details about this. By default, this element became a focus of the plan and was somewhat criticized.

However, the inclusion of the GA oversight and integration offers several key advantages. Also not presented in any particular order, they are:

- *Solving Biddeford's issue, not others:* One of the major concerns of providing tangible unhoused solutions is the 'Field of Dreams' scenario. To date, the highly visible Maine communities with shelters for some time have experienced 'build it and they will come'. But by requiring all users of the facility to initially complete a GA application, individuals that are coming from other Maine communities will be required to return to the community from whence they came, consistent with Maine law. Maine law also requires the other communities to pay the costs

205 Main Street

Biddeford, ME 04005

Phone: 207.284.9313

Fax 207.571.0678

The City of Biddeford is an equal opportunity provider. To file a complaint, write to

Diana Depaolo, Human Resource Director, 205 Main Street Biddeford, ME 04005, or call (207) 286-0593.

associated with any person that applies for GA within another community. In some cases, cost recovery from other communities can be upwards of 6 months of funding.

- *Critical Information Gathering:* Assisting unhoused neighbors to break the cycle of homelessness is often based on aligning the correct services needed for that individual. Intake at facilities for the unhoused is often unable to obtain certain needed information. However, communities are allowed to place reasonable requirements on applicants in order to accelerate their return to work. It is reasonable to anticipate that every person requesting to be in the facility would qualify for GA, and GA applications are confidential by law. By combining the two processes, it increases the potential for a positive outcome for the applicant.
- *Financial advantages:* Qualified general assistance expenses are reimbursed by the state at 70%. Portland has been successfully integrating their programs for a number of years in order to maximize state participation. We believe we will be able to consult with GA staff in Portland and Sanford as we implement our process.
- *Service coordination:* There are a number of wonderful non-profits and other service providers for the underserved. In isolation, they do good work. Most accept the universal belief that coordination of those services falls short in trying to achieve better outcomes. As you will learn, the plan that is being recommended includes the integration of services to assist with the underlying trauma(s) that often accompany unhoused neighbors. On the GA side, aligning these services to assist is simply not done, currently. Once the services are fully implemented on the unhoused side, integrating those with GA applicants is mutually beneficial for the City financially as well as the individual.

This combination of factors makes a strong case for an increased role of the GA office in unhoused oversight, and the addition of a position within the office that will take it on. As I have already publicly reported, if this key position is approved, I have offered the position to Jake Hammer, our current Social Worker working primarily with the Police. He has accepted the position. As requested, the sample job description is included within the package. Although job descriptions for nearly all employees are an administrative responsibility. I should note that at the most recent Personnel Committee, the members reviewed the proposed job description. They made good suggestions and these have been incorporated.

Jake has been a key resource and active participant in developing the recommendations included since the day he agreed he would be amenable to the new opportunity.

Step One; Available Indoor Resources

The City has a pretty good handle on the numbers as well as the characteristics of those that are currently in encampments on City property. The most visible site (Water Street) has around 50 +/- neighbors calling that location home. Weekly huddles, a process where the City and other key partners participate to discuss strategies to find housing for each individuals, are helping with this process. Daily interaction with our Police and EMS are also assisting. We believe the recent trends that occur during encampment closures elsewhere will hold true for Biddeford. Approximately a third of the individuals will gladly accept the indoor solution and the expectations that will come with it. Another third will choose to find other indoor alternatives that they independently identify. The remaining members will not choose the indoor opportunity or will not comply with the reasonable expectations that are required to use the facility. Those individuals tend to move on to another location outside of the municipality.

The plan is to have upwards of 60 available indoor spaces at the time of implementation, even with the knowledge that 20 to 25 is likely to be the number of actual users. The City has reached tentative agreements with two facilities to assist.

Seeds of Hope would once again serve as an overnight facility in a similar way as the warming center previously operated, but with some key changes. The changes would include:

- the requirement to complete the initial intake/application process at the GA office;
- comply with the reasonable requirements for the facility (rules related to substance use, etc);
- strong encouragement to participate in educational/counseling services tailored to address their needs.

Seeds would initially provide the interim overnight housing in their downstairs space, as has been the practice in the past, but hopes to transition the overnight element of their service to their upstairs space as soon as possible, if that space can be suitably renovated.

In addition, the Second Congregational Church has agreed to serve as an overflow facility, in the event that there are more users than Seeds can accommodate.

The City would be working to provide the financial support to staff the operations at both facilities along with limited capital investments (i.e. zero gravity chairs). We are still working on the financials and hope to provide a reasonable estimate on Tuesday evening. However, it is safe to assume the operational costs would be in the \$1,250.00 per day per facility. As noted above, the City plans to establish a daily fee to charge back to GA to recover some costs to the degree possible, a positive element of the inclusion of the GA process.

Preparing for the intermediate step (Interim Plan)

At the same time, capital investment to provide the more permanent beds for the intermediate step would be fully underway. As a reminder, there is nearly \$800,000 of federal CDBG fund that have already, by Council action, been established for assisting and implementing solutions for housing. We are recommending to use this funding to renovate the upstairs of the Seeds facility for the purpose. Seeds is supportive.

Staff believes that CDBG rules will allow the City to pick the solution and location it desires to use the funds. I will have clarification on Tuesday. I am confident that is the case. The work necessary to prepare the upstairs renovation at Seeds must go through a competitive process to comply with federal rules. City staff is fully prepared to work very closely with Seeds to assure success. The greatest challenge will be to find available contractors that can prioritize this work given their other commitments. We are hopeful that the private sector will see this effort as a community contribution to assisting us in what some have described as a community emergency.

Jake has taken the lead in aligning community partners for the services that residents utilizing the interim plan would need. While the final details are still a few steps away, the plan includes what he has described as the four pillars of service. These are:

1. Basic Needs and Safety:
 - Shelter: Safe, clean, and secure sleeping accommodations.
 - Hygiene: Shower facilities, personal hygiene products, and restrooms.Partners solicited to meet this need: Seeds of Hope, 2nd Congregational Church
2. Health and Wellness Services:
 - Medical Care: On-site or nearby medical services, including primary care, dental care, and mental health services.
 - Mental Health Services: Counseling, psychiatric services, and support groups for mental health issues.
 - Substance Use Treatment: Programs for addiction treatment and recovery support.

Partners solicited to meet this need: Seaside Family Healthcare, Maine Behavioral Healthcare, Biddeford Fire Department, Nasson Healthcare, MaineHealth, Sweetser Crisis

3. Housing Assistance:

- Transitional Housing: Intermediate housing options for those moving from homelessness to permanent housing.
- Permanent Housing Solutions: Assistance in finding and securing long-term housing, including housing vouchers and rental assistance.

Partners solicited to meet this need: York County Shelter Programs, Opportunity Alliance PATH, Seeds of Hope, Biddeford Housing Authority

4. Workforce Development Services:

- Job Training and Placement: Programs to enhance job skills, resume building, and job search assistance.

Partners solicited to meet this need: Goodwill Workforce Solutions, MaineWorks

In most of these cases, initial discussion have already occurred. The engagement is underway and warm receptions have occurred.

We desire the completed upstairs of Seeds to be finalized by the late fall but are trying to make it a reality as soon as we can. The availability of contractors is critical to this time frame. We are also hopeful to have all of the service issues finalized by that time as well.

Implementation Date

If the Council proceeds with the go ahead on Tuesday evening, we plan to implement the first step on July 8. The City has been informing the occupants of encampments that a shutdown date is soon coming. We would immediately notify all that July 8, 2024 is the date they must leave by. Those that desire the indoor alternative will be processed through GA. It is important to note that the City is adhering to the United States Interagency Council on Homelessness's (USICH) 19 Strategies for closing an encampment. The goal is to ensure that the process the City uses to close down the encampments are both best practices and humane.

The site would be posted (in part to prepare for the upcoming construction). Any remaining individuals would be handled by the PD. As a side note, the Chief will be working with the District Attorney's office to ensure a seamless transition.

Shortly thereafter the July 8 date, the City will clean up the site of any remaining items. This is consistent with other encampment sites in the past couple of years.

We have already prepared for the shutdown of the encampment. General outreach has already started with stakeholders. With permission to move forward and a date certain, these efforts will increase. We will begin the intake and registration process for those that desire the City's inside solution. More details about the intake process is found later in the memo. Arrangements will be made for temporary storage of personal possessions. For the most valuable of items, they will be stored at Seeds. The other items will be stored within the City for a short period of time (2 to 3 weeks).

The City of Biddeford's unhoused services intake process will closely mirror that implemented by the City of Portland. Residents will conduct an initial intake with the City of Biddeford's General Assistance office during regular office hours prior to staying the night at the overnight center. GA staff will conduct the intake process in order to collect identifying as well as demographic information. Additionally staff will assess the appropriateness of fit for the overnight shelter. Items that would disqualify someone from accessing services are: medical needs beyond what the overnight center can handle, an indoor alternative to staying at the center (even if not preferable) or coming from another municipality. This process is designed to maximize communication between overnight center employees

and city staff, while also mitigating an inflow of folks from other communities attempting to access the service. This process will only need to occur upon first accessing the service or again after a 2 night absence from the service. A list of new clients approved (and those not approved) for the space will be provided before end of business day from GA to overnight center staff. At the discretion of overnight center staff, if a community member who has not been through intake at GA arrives to the overnight center, they may be permitted a night at the center with the condition they go to GA in the morning to register. Failure to do so could result in disqualification from the program.

Effective on the implementation date (July 8), all encampments on City property will no longer be allowed. They will be handled accordingly. The draft order within your package includes language to establish that policy.

Long Term Solution:

The Interim Plan is designed to be in play for about a year, but no longer than 18 months. Finding the solution for the longer term is going to be most challenging. We have explored a few options. Each of them have shortcomings for various reasons.

These include:

- A successful “Interim solution” will, ideally, take most of the unhoused out of the public eye. As such, the public support for additional investment may erode.
- Support for a regional solution, one where are neighboring communities are truly committed to a dignified solution, is likely to increase when Biddeford moves forward with the intermediate step. Most believe that the 30% of current encampment community that will move on to another location will likely go to a community fairly close by. Having a community ‘buy’ a bed from the City is not the commitment that is needed to be successful. We are looking for a true regional partnership.
- There is considerable urgency, since continuing to allow the existing situation while we seek to find ‘the solution’ that is at least a year away from implementation was inconsistent with the Council directive. It is also unhealthy for the impacted individuals and the adverse impacts on others in the community.

As part of the long term vision for this program, implementing a housing continuum is suggested. Living inside in a temporary indoor shelter instead of in an encampment is an improvement. It does not create a home. Finding suitable housing for each individual, based on what is right for them, either in Biddeford or elsewhere, is the goal.. To date, the City has:

- Met with Biddeford Housing Authority Director to discuss expanding their future role to include different housing models.
- Supported Seeds’ plan to use the remodeled space as an intense transitional housing program as they have discussed as a pilot program.
- Had dialogue with state and quasi-state agencies to understand funding and opportunities.
- Had conversation with those that currently operate various facilities to learn from them and encourage them to be partners (e.g. York County Shelter Programs)

To be clear, it is not recommended that the City operate any of the facilities. We do not believe that we could do so better than those that are currently operating facilities.

The Finances

The capital financing for this work has already been established and available. This is the clearest picture of the financing.

Consistent with the budget adoption and past practice, approving the new position for Jake would be funded off-budget for the current year. If approved, he would be directly involved with the hiring of his replacement within the PD, which is funded in the budget.

The City has found resources to support the operating costs for the warming center in the past years, albeit from one-time non-general fund revenues. The expected operational costs for the Interim Plan will be very comparable to those costs. Regardless if the City moves forward with the current plan, it is not anticipated that the City would stop providing the warming center. Under that assumption, the same dollars would be used as we were paying for the warming center. Essentially, it has no practical impact on the bottom line.

On the other hand, the integration of GA and the strong potential for reimbursement, actually makes this recommendation a better financial plan for the taxpayers. At the same time, there appears to be funds available from other sources to implement plans to address the challenges of meeting the needs of the unhoused. The key to obtaining those funds is to have a real plan. Approval of these recommendations will therefore increase the opportunity to bring in other outside funding, such as from the State of Maine.

Specific Request

We are asking the City Council to take two tangible steps on Tuesday night. These items are included in the Council agenda. First, we asking you to authorize the creation and filling of the Unhoused Services and GA Supervisor position. Second, we are asking that you allow us to move forward with the so-called Interim Plan. This will include authorizing us to move forward with the investments necessary to shut down encampments within the community. The order includes language setting July 8, 2024 as the date.

Steps Following Endorsement by Council

Should the Council endorse moving forward, there remains much work to be done. Generally, these steps include:

- Working to accelerate the construction schedule for the upstairs of Seeds;
- Develop, communicate and implement the successful shut down of the encampments;
- Be fully prepared for the immediate operations of the overnight short term solution;
- Fully engage the partners that will provide the services for participants, such as health care and housing navigation;
- Integrate the policies and processes to connect GA and the unhoused services;
- Engage partners to find the long term solution, including other communities;
- Build and track the finances;
- Seek alternative funding sources for the plans;
- Most importantly, consistently evaluate the plans, modify when new information dictates an adjustment and significantly increase the communication and outreach.

Final Thoughts

As noted in the beginning, this is anything but close to a final, all the details known plan. It has unanswered questions and uncertainties. There will be critics of any aspect of the plan. It is far from perfection. There are any number of modifications and shifting priorities that would be appropriate to suggest. However, in the end, the directive and decision to make something positive happen sooner than later remained the underlying incentive to present the work done to date.

Those involved believe there is enough thought, research and substance to move forward. The Council is encouraged to support this plan with any minor modifications deemed appropriate.

City of Biddeford

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

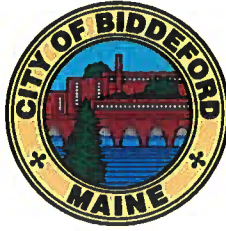
2024.95

IN BOARD OF CITY COUNCIL...JUNE 4, 2024

BE IT ORDERED, that the City Council does hereby authorize the City Manager to create the position of Unhoused and General Assistance Supervisor for the City of Biddeford.

Attest by:_____

DRAFT



City of Biddeford

Unhoused and General Assistance Supervisor

The Unhoused Coordinator and Municipal General Assistance Supervisor position with the City of Biddeford is a pivotal role responsible for managing people without permanent housing and overseeing the City's General Assistance program. This multifaceted position involves strategic planning, program development, community engagement, and supervisory responsibilities to effectively support individuals experiencing homelessness and provide essential assistance to those in need. This position will report to the City Manager's office.

Responsibilities

Strategic Planning and Coordination:

- Develop comprehensive strategies and action plans to address homelessness and provide general assistance (GA) to individuals in need
- Coordinate efforts among government agencies, non-profit organizations, community groups, and service providers to ensure a coordinated approach to addressing these challenges

Program Development and Implementation:

- Identify and implement evidence-based interventions and programs to prevent and reduce the barriers that lead to people experiencing homelessness
- Oversee the development and implementation of the City of Biddeford's GA program, ensuring timely and equitable provision of assistance to eligible individuals and families

Supervision of the City of Biddeford's General Assistance Program:

- Provide leadership and supervision to staff responsible for administering general assistance with the City of Biddeford
- Ensure compliance with program guidelines, regulations, and policies governing GA provision; this includes completing all necessary reporting and financial functions for the program
- Conduct regular staff meetings, training sessions, and performance evaluations to support staff development and maintain high-quality service delivery

Resource Management:

- Manage resources, including funding, grants, and personnel, allocated for initiatives relative to the unhoused and GA programs

- Monitor program budgets, expenditures, and outcomes to ensure efficient use of resources and accountability

Community Engagement and Education:

- Engage with the community to raise awareness about challenges within the unhoused population and GA programs available to those in need
- Provide education and training on eligibility criteria, application processes, and available resources to stakeholders, including residents, businesses, and service providers

Data Collection and Analysis:

- Collect, analyze, and maintain accurate data on homelessness trends, demographics, GA utilization, and program outcomes
- Use data to evaluate the effectiveness of programs, identify areas for improvement, and inform decision-making processes

Collaboration and Advocacy:

- Collaborate with advocacy groups, policymakers, and elected officials to advocate for policies and resources that address the population of the unhoused (and its causes) and support individuals in need
- Advocate for increased funding and resources for homelessness prevention, intervention, and GA programs

Required Qualifications

- Bachelor's degree in social work, public administration, human services, or a related field
- Previous experience working with unhoused populations, administering GA programs, or within homelessness services
- Strong understanding of homelessness issues, housing policies, social services, and GA program regulations
- Excellent communication, collaboration, and leadership skills.
- Ability to work effectively with diverse stakeholders and navigate complex systems
- Knowledge of local, state, and federal regulations and funding sources related to homelessness and GA programs
- Commitment to equity, inclusion, and social justice

Preferred Qualifications

- Advanced degree in social work, public administration, human services, or a related field

Equal Opportunity Employer

The City of Biddeford's mission is to cultivate and sustain a diverse, inclusive, equitable, welcoming, and belonging-based workplace where employees actively practice solidarity for the greater good of the work environment and employee experience.

As an Equal Opportunity Employer, the City of Biddeford shall employ, develop, and work to maintain the best qualified person(s) available without discrimination to: age, race, color, religion, sex, sexual orientation, marital status, pregnancy, dimensions of gender, disability, citizenship, veterans' status, ancestry, national origin, and/or political affiliation or any other status protected by law.

Equitable access to services and employment is available and those applicants requiring reasonable accommodation to this application and/or the interview process should notify the Diversity, Equity, and Inclusion Coordinator at 207.286.0589.

Job Type: Full-time

Salary: Exempt with annual salary; level 15 \$69,281 - \$91,425

Schedule: Evening and weekend work may be required occasionally

Work Location: In-person