

City of Biddeford
City Council
March 19, 2024 6:00 PM Council Chambers & Zoom

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Status:

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Adjustment(s) to Agenda**
- 4. Public Hearing**
 - 4.a. Public Hearing - Marble Block TIF
[Biddeford TIF Marble Block March 2024](#)
- 5. Presentation:**
 - 5.a. Presentation: FY25 School Budget by Superintendent Ray
[FY25 Biddeford Budget Presentation Draft 2 - 3.13.2024](#)
- 6. Proclamation:**
 - 6.a. Proclamation: Vietnam War Remembrance
[Vietnam War Veterans Day -PROCLAMATION](#)
- 7. Public Addressing the Council...(3 minute limit per speaker for up to a total of 15 minutes)**
- 8. Consideration of Minutes:**
 - 8.a. Council Minutes 3-5-24
[Council 3-5-24 minutes](#)
- 9. Second Reading:**
 - 9.a. 2024.31 Approval/Amend Rules of the City Council Rule 4
[20240305 Amend Rules of the City Council Rule 4 - BRIEF](#)
[20240305 Amend Rules of the City Council Rule 4 - ORDER](#)

10. Orders of the Day:

- 10.a. 2024.28 Approval/Housing Rehab Bid Award 40 Emery Street

2024.28 Approval-Housing Rehab Bid Award 40 Emery St
2024.28 ORDER--REHAB BID AWARD 40 EMERY ST
BID TAB -- 40 EMERY ST

- 10.b. 2024.34 Approval/Authorization Tax Increment Financing application related to Marble Block Project

3-19-2024 Marble Block TIF - BRIEF
20240229 Marble Block Council Order
3-19-24 20240319 Marble Block TIF Application Draft - with CEA.

- 10.c. 2024.35 Approval/Emergency Operations Plan

City Council EOP Brief
Council order EOP
2024 EOP

- 10.d. 2024.36 Approval/City Hall Renovations Project C.O.S. 1-3

20240319 City Hall Renovation Project CO #1 & #3 - ORDER
20240319 City Hall Renovation C.O. 1-3 - BRIEF
20240208 C.O. #1 - Storefront Windows and Sashes - CHANGE ORDER
20240104 C.O. #2 - Window Limiters - CHANGE ORDER
20240214 C.O. #3 - Windows 212 and 212a - CHANGE ORDER
20240104 C.O. #2 - Window Limiters - CHANGE ORDER
20240208 C.O. #1 - Storefront Windows and Sashes - CHANGE ORDER
20240214 C.O. #3 - Windows 212 and 212a - CHANGE ORDER

- 10.e. 2024.37 Authorize City Manager to begin procurement process for Gilbert Boucher Park Bath House Replacement

Gilbert Boucher Bath House 3.19.24
20240319 Gilbert Boucher Bath House -ORDER
Bathhouse Beach parking lot

- 10.f. 2024.38 Approval/Substantial Amendment to CDBG 2019 Annual Action Plan

2024.38 Council Brief Amendment to CDBG 2019 AAP
2024.38 ORDER Amendment CDBG 2019 Annual Action Plan
CDBG Year 2 Action Plan - Third Amendment

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

12. City Manager Report

13. Other Business

14. Council President Addressing the Council

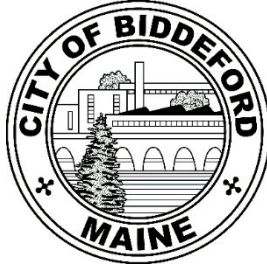
15. Mayor Addressing the Council

16. Executive Session

- 16.a. Executive Session M.R.S.A 405. (6) c Real Estate Matters

- 16.b. Executive Session M.R.S.A. 405 (6) e Legal Matters

17. Adjourn



NOTICE OF PUBLIC HEARING

CITY OF BIDDEFORD

Regarding

A Municipal Development and Tax Increment Financing District

To Be Known As The

“Marble Block Municipal Development and Tax Increment Financing District”

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

Tuesday, March 19, 2024 at 6:00 pm

at the City Council Chambers, City Hall, 205 Main Street, Biddeford, ME 04005

The purpose of the public hearing is to receive public comments on the designation of the Marble Block Municipal Development and Tax Increment Financing District (the “District”) and the adoption of a development program for the District pursuant to the provisions of 30-A M.R.S. § 5226 of the Maine Revised Statutes, as amended.

The proposed District consists of approximately .25 acres located at 129 Main Street, Tax Map 38 Lot 386. This District authorizes the City Manager to enter into a credit enhancement agreement with the developer, as described in the proposed development program.

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

Public comments will be taken at the hearings and written comments should be submitted to Nan Whitten: nan.whitten@biddefordmaine.org. Written comments will be accepted until 4:00 PM on March 18, 2024.



FY 25 Draft Budget Overview

3/13/2024

Commitment to Students



- Use Federal Funds to ensure manageable class sizes and address long term capital needs.
- Partner with local non profit organizations and municipalities to provided additional programming for students.
- Continue to develop new vocational programming and training for students
- Ensure students have the access and opportunity to enrichment programming at all levels

Biddeford City Valuation

- Valuation Impacts State Subsidy **Significantly**
- Biddeford Valuation Continues to Rise with Downtown Revitalization
- Housing Prices Continue to Surge
- City valuation growth - 11%
- State average growth - 8%

Year	Average Valuation	Increase/Decrease from prior year	Local Share %	State Share %
2014	\$2,407,100,000.00		64.3	35.7
2015	\$2,348,925,000.00	-\$58,175,000.00	65.08	34.92
2016	\$2,316,700,000.00	-\$32,225,000.00	64.57	35.16
2017	\$2,257,266,667.00	-\$59,433,333.00	63.77	36.23
2018	\$2,235,800,000.00	-\$21,466,667.00	59.45	40.55
2019	\$2,244,850,000.00	\$9,050,000.00	63.84	36.16
2020	\$2,259,466,667.00	\$14,616,667.00	62.29	37.71
2021	\$2,338,933,333.00	\$79,466,666.00	61.7	38.3
2022	\$2,464,266,667.00	\$125,333,334.00	62.69	37.31
2023	\$2,642,466,667.00	\$178,200,000.00	57.61	42.39
2024	\$2,855,433,333.00	\$212,966,666.00	59.12	40.88
2025	\$3,174,283,333.33	\$318,850,000.00	62.23	37.77
2026	\$3,682,400,000.00	\$508,116,667.67		

Property Valuation

- Will Biddeford Valuation Growth Outpace the State?
- Biddeford is now the 3rd most valuable community in York County



MUNICIPALITY	2023	2020	Difference	Percent Change
YORK	\$6,981,850,000	\$4,752,000,000	\$2,229,850,000	46.92%
WELLS	\$5,496,900,000	\$3,533,050,000	\$1,963,850,000	55.59%
BIDDEFORD	\$4,347,650,000	\$2,639,350,000	\$1,708,300,000	64.72%
KENNEBUNK	\$4,182,800,000	\$2,694,150,000	\$1,488,650,000	55.25%
KENNEBUNKPORT	\$3,810,250,000	\$2,295,400,000	\$1,514,850,000	66.00%
SACO	\$3,772,200,000	\$2,653,400,000	\$1,118,800,000	42.16%
OLD ORCHARD BEACH	\$2,859,450,000	\$1,856,850,000	\$1,002,600,000	53.99%
KITTERY	\$2,836,750,000	\$1,866,050,000	\$970,700,000	52.02%
SANFORD	\$2,467,350,000	\$1,594,850,000	\$872,500,000	54.71%
OGUNQUIT	\$2,164,300,000	\$1,529,150,000	\$635,150,000	41.54%
WATERBORO	\$1,372,350,000	\$868,300,000	\$504,050,000	58.05%
BUXTON	\$1,369,000,000	\$885,650,000	\$483,350,000	54.58%
ELIOT	\$1,305,750,000	\$1,034,950,000	\$270,800,000	26.17%
NORTH BERWICK	\$1,123,100,000	\$772,900,000	\$350,200,000	45.31%
SOUTH BERWICK	\$1,122,850,000	\$758,700,000	\$364,150,000	48.00%
BERWICK	\$1,114,450,000	\$712,350,000	\$402,100,000	56.45%
ACTON	\$1,102,400,000	\$652,550,000	\$449,850,000	68.94%
LEBANON	\$974,600,000	\$613,050,000	\$361,550,000	58.98%
SHAPLEIGH	\$963,650,000	\$605,350,000	\$358,300,000	59.19%
LYMAN	\$941,500,000	\$569,000,000	\$372,500,000	65.47%
HOLLIS	\$836,150,000	\$532,800,000	\$303,350,000	56.94%
ARUNDEL	\$772,900,000	\$528,500,000	\$244,400,000	46.24%
LIMINGTON	\$613,950,000	\$373,400,000	\$240,550,000	64.42%
LIMERICK	\$551,050,000	\$334,150,000	\$216,900,000	64.91%
ALFRED	\$501,800,000	\$326,100,000	\$175,700,000	53.88%
NEWFIELD	\$411,600,000	\$260,400,000	\$151,200,000	58.06%
DAYTON	\$373,700,000	\$251,800,000	\$121,900,000	48.41%
PARSONSFIELD	\$337,950,000	\$210,350,000	\$127,600,000	60.66%
CORNISH	\$232,050,000	\$146,700,000	\$85,350,000	58.18%

STATE CALCULATION FOR FUNDING PUBLIC EDUCATION (PreK-12) REPORT

ORG ID : 65

Biddeford Public Schools

2024 - 2025

Section 1: Computation of EPS Rates

Section : 1

A) Attending Counts:

	PreK-K		1-5		6-8		PreK-8		9-12		Total
1) Attending Pupils (October 2022)	263.0	+	838.0	+	499.0	=	1,600.0	+	707.0	=	2,307.0
2) Attending Pupils (October 2023)	301.0	+	881.0	+	521.0	=	1,703.0	+	688.0	=	2,391.0
3) Attending Pupils Average	282.0	+	859.5	+	510.0	=	1,651.5	+	697.5	=	2,349.0
							70.31 %		29.69 %		100.00 %

2 year average student count

B) Staff Positions

	PreK-K EPS FTE	Student to Staff	+	1-5 EPS FTE	Student to Staff	+	6-8 EPS FTE	Student to Staff	+	9-12 EPS FTE	Student to Staff	=	EPS FTE Total	÷	Actual FTE Total	=	% Of EPS	x	SAU Data in EPS Matrix	=	Adjusted EPS Salary	=	Elementary Salary	Secondary Salary
1) Teachers	18.80	(15: 1)	+	50.56	(17:1)	+	30.00	(17:1)	+	43.59	(16:1)	=	142.95	÷	165.3	=	0.86	x	9,881,485	=	8,545,607	=	6,008,118	2,537,489
2) Guidance	0.81	(350: 1)	+	2.46	(350:1)	+	1.46	(350:1)	+	2.79	(250:1)	=	7.51	÷	6.0	=	1.25	x	335,456	=	419,800	=	295,147	124,653
3) Librarians	0.35	(800: 1)	+	1.07	(800:1)	+	0.64	(800:1)	+	0.87	(800:1)	=	2.94	÷	1.0	=	2.94	x	47,282	=	138,832	=	97,608	41,224
4) Health	0.35	(800: 1)	+	1.07	(800:1)	+	0.64	(800:1)	+	0.87	(800:1)	=	2.94	÷	6.0	=	0.49	x	369,530	=	180,841	=	127,143	53,698
5) Education Techs	2.47	(114: 1)	+	7.54	(114:1)	+	1.63	(312:1)	+	2.21	(316:1)	=	13.86	÷	21.7	=	0.64	x	560,786	=	358,051	=	251,733	106,318
6) Library Techs	0.56	(500: 1)	+	1.72	(500:1)	+	1.02	(500:1)	+	1.40	(500:1)	=	4.70	÷	4.6	=	1.02	x	103,740	=	105,950	=	74,490	31,460
7) Clerical	1.41	(200: 1)	+	4.30	(200:1)	+	2.55	(200:1)	+	3.49	(200:1)	=	11.75	÷	10.3	=	1.14	x	391,363	=	446,267	=	313,755	132,512
8) School Admin.	0.92	(305: 1)	+	2.82	(305:1)	+	1.67	(305:1)	+	2.21	(315:1)	=	7.63	÷	7.0	=	1.09	x	687,175	=	748,925	=	526,543	222,382

Student/Staff ratios

C) Computation of Benefits:

	Percentage		Elementary Salary		Secondary Salary		Elementary Benefits	Secondary Benefits
1) Teachers, Guidance, Librarians & Health	26.00%	X	6,528,016		2,757,064	=	1,697,284	716,837
2) Education & Library Technicians	40.00%	X	326,223		137,778	=	130,489	55,111
3) Clerical	40.00%	X	313,755		132,512	=	125,502	53,005
4) School Administrators	21.00%	X	526,543		222,382	=	110,574	46,700

D) Other Support Per-Pupil Costs:

			PreK-8	9-12	Elementary Students	Secondary Students		Elementary Support	Secondary Support	
Other Support Per-Pupil Costs:										
1)	Substitute Teachers (1/2 Day)		50	50	X	1,651.5	697.5	=	82,575	34,875
2)	Supplies and Equipment		422	583	X	1,651.5	697.5	=	696,933	406,643
3)	Professional Development		72	72	X	1,651.5	697.5	=	118,908	50,220
4)	Instructional Leadership Support		35	35	X	1,651.5	697.5	=	57,803	24,413
5)	Co- and Extra-Curricular Student		46	140	X	1,651.5	697.5	=	75,969	97,650
6)	System Administration/Support		135	135	X	1,651.5	697.5	=	222,953	94,163
7)	Operations & Maintenance		1235	1466	X	1,651.5	697.5	=	2,039,603	1,022,535

E) Other Adjustments:

1) Regional Adjustment for Staff & Substitute Salaries	Regional Index =	1.09					699,940	295,615
							13,753,070	6,147,503

Section 1: Totals

Divided by Attending Pupils:

÷

Calculated EPS Rates Per Pupil:

=

1,651.5	697.5
8,328	8,814

Preliminary FY 2024-2025 Governor's Supplemental Budget - Adjustments may be made to these printouts throughout FY 25

Per Pupil Rates

STATE CALCULATION FOR FUNDING PUBLIC EDUCATION (PreK-12) REPORT

ORG ID : 65

Biddeford Public Schools

2024 - 2025

Section 2: Operating Cost Allocations

Section : 2

A) Subsidizable Pupils (Includes Superintendent Transfers)		PreK	K-8	9-12	Total		
1)	October 2022	91.0 +	1,503.0 +	694.0 =	2,288.0		
2)	October 2023 (may include PreK estimates)	112.0 +	1,584.0 +	676.0 =	2,372.0		
3)	Subsidizable Pupils Average	101.5 +	1,543.5 +	685.0 =	2,330.0		
					SAU EPS Rates from Page 1	Basic Cost Allocations	
B) Basic Counts		Average Pupils					
1)	PreK Pupils (Most Recent Oct Only)	112.0		X	8,328 =	932,736.00	
2)	K-8 Pupils	1,543.5		X	8,328 =	12,854,268.00	
3)	9-12 Pupils	685.0		X	8,814 =	6,037,590.00	
4)	Adult Education Courses at .1	8.8		X	8,814 =	77,563.20	
5)	PreK Equiv. Instruction Pupils (Most Recent Oct Only)	0.000		X	8,328 =	0.00	
6)	K-8 Equiv. Instruction Pupils	1.125		X	8,328 =	9,369.00	
7)	9-12 Equiv. Instruction Pupils	0.125		X	8,814 =	1,101.75	
C) Weighted Counts (Most Recent Oct Only)		Pupils	EPS Weights		SAU EPS Rates from Page 1	Weighted Cost Allocations	
1)	PreK Disadvantaged @ 0.6020	67.4	X	0.15	X	8,328 =	84,196.08
2)	K-8 Disadvantaged @ 0.6020	929.2	X	0.15	X	8,328 =	1,160,756.64
3)	9-12 Disadvantaged @ 0.6020	412.4	X	0.15	X	8,814 =	545,234.04
4)	PreK Multilingual Learners	18.0	X	0.525	X	8,328 =	78,699.60
5)	K-8 Multilingual Learners	220.0	X	0.525	X	8,328 =	961,884.00
6)	9-12 Multilingual Learners	77.0	X	0.525	X	8,814 =	356,305.95
D) Targeted Funds		Pupils	EPS Weights		EPS Targeted Amount	Targeted Cost Allocations	
1)	PreK Student Assessment (Most Recent Oct Only)	112.0		X	55.00 =	6,160.00	
2)	K-8 Student Assessment	1,543.5		X	55.00 =	84,892.50	
3)	9-12 Student Assessment	685.0		X	55.00 =	37,675.00	
4)	PreK Technology Resources (Most Recent Oct Only)	112.0		X	120.00 =	13,440.00	
5)	K-8 Technology Resources	1,543.5		X	120.00 =	185,220.00	
6)	9-12 Technology Resources	685.0		X	360.00 =	246,600.00	
7)	PreK Pupils (Most Recent Oct Only)	112.0	X	0.10	X	8,328 =	93,273.60
8)	K-2 Pupils	542.5	X	0.10	X	8,328 =	451,794.00
9)	PreK Disadvantaged Targeted (Most Recent Oct Only)	67.4	X	0.05	X	8,328 =	28,065.36
10)	K-8 Disadvantaged Targeted	929.2	X	0.05	X	8,328 =	386,918.88
11)	9-12 Disadvantaged Targeted	412.4	X	0.05	X	8,814 =	181,744.68
E) Isolated Small School Adjustment							
1)	PreK-8 Isolated Small School Adjustment					=	0.00
2)	9-12 Isolated Small School Adjustment					=	0.00
Section 2: Operating Allocation Totals							24,815,488.28

Preliminary FY 2024-2025 Governor's Supplemental Budget - Adjustments may be made to these printouts throughout FY 25

Operating Allocation Totals

STATE CALCULATION FOR FUNDING PUBLIC EDUCATION (PreK-12) REPORT

ORG ID : 65

Biddeford Public Schools

2024 - 2025

Section 3: Other Allocations

Section : 3

A) Other Subsidizable Costs

		Base Year Expenditure		Inflation Adjustment		
1)	Gifted & Talented Expenditures from 2022 - 2023	196,864.03	X	101.90%	=	200,604.45
2)	Special Education - EPS Allocation		X		=	6,821,332.48
3)	Special Education - High-Cost Out-of-District Allocation		X		=	7,413.91
4)	Transportation Operating - EPS Allocation		X		=	1,420,477.56
5)	Approved Bus Allocation (Purchase Year FY 24 or earlier)		X		=	154,516.00
Total Other Subsidizable Costs						= 8,604,344.40
B)	Teacher Retirement Amount (Normalized Cost)					1,027,546.79

Middle School Debt Service State Funded

Total Adjusted Operating Allocation (Page2) plus Total other Subsidizable Costs plus Teacher Retirement = 34,447,379.47

C) Debt Service Allocations

1)	Town / District	Payment Date	Name of Project	Principal		Interest		Total
	BIDDEFORD	11/01/2024	NEW MIDDLE SCHOOL	899,661.00	+	5,719.26	=	905,380.26
2)	Total Debt Service Principal & Interest Payments			899,661.00		5,719.26		905,380.26
3)	Approved Lease for 2023 - 24		Biddeford Public Schools					0.00
4)	Approved Lease Purchase for 2023 - 24 for		Biddeford Public Schools					0.00
Total Debt Service Allocation						=		905,380.26

Section 3 : Total Combined Allocations (Page 2 Adjusted Total plus Other Subsidizable plus Debt Service)

= 35,352,759.73

Preliminary FY 2024-2025 Governor's Supplemental Budget - Adjustments may be made to these printouts throughout FY 25

All Combined Allocations

STATE CALCULATION FOR FUNDING PUBLIC EDUCATION (PreK-12) REPORT

ORG ID : 65

Biddeford Public Schools

2024 - 2025

Section 3: Other Allocations

Section : 3

A) Other Subsidizable Costs

		Base Year Expenditure		Inflation Adjustment		
1)	Gifted & Talented Expenditures from 2022 - 2023	196,864.03	X	101.90%	=	200,604.45
2)	Special Education - EPS Allocation		X		=	6,821,332.48
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C) Debt Service Allocations

1)	Town / District	Payment Date	Name of Project	Principal		Interest		Total
	BIDDEFORD	11/01/2024	NEW MIDDLE SCHOOL	899,661.00	+	5,719.26	=	905,380.26
2)	Total Debt Service Principal & Interest Payments			899,661.00		5,719.26		905,380.26
3)	Approved Lease for 2023 - 24		Biddeford Public Schools					0.00
4)	Approved Lease Purchase for 2023 - 24 for		Biddeford Public Schools					0.00
				Total Debt Service Allocation			=	905,380.26

Section 3 : Total Combined Allocations (Page 2 Adjusted Total plus Other Subsidizable plus Debt Service)

= 35,352,759.73

Preliminary FY 2024-2025 Governor's Supplemental Budget - Adjustments may be made to these printouts throughout FY 25

All Combined Allocations

STATE CALCULATION FOR FUNDING PUBLIC EDUCATION (PreK-12) REPORT

ORG ID : 65

Biddeford Public Schools

2024 - 2025

Section 5: Totals and Adjustments

Section : 5

	Total Allocation	Local Contribution	State Contribution
A) Total Allocation, Local Contribution, and State Contribution Prior to Adjustment	35,352,759.73	21,013,755.66	14,339,004.07
Totals after adjustment to Local and State Contributions	35,352,759.73	21,013,755.66	14,339,004.07
B) Other Adjustments to State Contribution Only			
1) Plus Audit Adjustments			0.00
2) Less Audit Adjustments			0.00
3) Less Adjustment for Unappropriated Local Contribution	Vocational Subsidy		0.00
4) Less Adjustment for Unallocated Balance in Excess Per Title 20-A, §15689-B, Subsection 6			0.00
5) Special Education Budgetary Hardship Adjustment			0.00
6) Career & Technical Education Center Allocation			3,331,365.34
7) Plus Long-Term Drug Treatment Centers Adjustment			0.00
8) Education Service Center Member Allocation	Education Service Center Subsidy		89,802.54
9) Minimum Teacher's Salary Adjustment			0.00
10) Less MaineCare Seed - Private			0.00
11) Less MaineCare Seed - Public			0.00
12) Multilingual Learner Hardship funds			0.00
C) Adjusted State Contribution			17,760,171.95
Local and State Percentages Prior to Adjustments :	Local Share % = 59.44 %	State Share % = 40.56 %	
Local and State Percentages After Adjustments :	Local Share % = 59.44 %	State Share % = 40.56 %	
FYI : 100% EPS Allocation	35,352,759.73		

State vs Local Share

Total State Subsidy PK-12 + Vocational + ESC

***** WARRANT ARTICLE *****

Section F: Adjusted Local Contribution by Town

Member Municipality	Total Allocation	Adjusted Local Contribution	Adjusted Percentage	Adjusted Mil Rate
Biddeford Public Schools	35,352,759.73	21,013,755.66	100.00%	6.62
Totals	35,352,759.73	21,013,755.66	100.00%	

Preliminary FY 2024-2025 Governor's Supplemental Budget - Adjustments may be made to these printouts throughout FY 25

Cost Per Student Southern Maine Schools 2023 W/O Debt Service/Vocational Education

SAU Name	Regular Instruction	Special Education Instruction	Other Instruction	Student and Staff Support	System Administration	School Administration	Transportation (includes buses)	Operations and Maintenance	All Other	Total	Student Count	Econ. Disadvantaged	State Share
RSU 23 (OOB)	\$9,139.16	\$5,373.16	\$601.07	\$2,478.89	\$788.06	\$1,233.05	\$834.60	\$2,482.58	\$207.11	\$23,137.68	649	44.29%	19.16%
York School Department	\$10,121.86	\$4,124.25	\$823.61	\$2,220.82	\$911.20	\$1,139.28	\$785.29	\$2,584.13	\$68.84	\$22,779.28	1513	15.23%	13.48%
RSU 21 (Kennebunk)	\$8,116.21	\$3,793.47	\$610.22	\$1,737.04	\$1,839.99	\$969.35	\$1,206.42	\$2,308.97	\$82.41	\$20,664.08	2285.5	9.78%	17.09%
Falmouth School Department	\$9,403.01	\$3,689.93	\$599.46	\$2,328.25	\$677.28	\$917.13	\$784.69	\$1,871.60	\$0.00	\$20,271.35	1985	2.87%	32.51%
Cape Elizabeth School Department	\$9,476.35	\$2,789.85	\$529.19	\$2,018.15	\$700.31	\$775.11	\$696.47	\$2,632.19	\$0.00	\$19,617.62	1516	5.46%	15.88%
Kittery School Department	\$7,972.54	\$4,062.88	\$362.41	\$2,202.10	\$991.73	\$1,204.30	\$787.30	\$1,604.59	\$104.71	\$19,292.56	939.5	19.09%	12.80%
Yarmouth Schools	\$9,073.70	\$2,993.81	\$694.35	\$1,773.25	\$565.53	\$936.85	\$741.73	\$1,779.94	\$39.67	\$18,598.83	1669	5.67%	36.26%
RSU 51/MSAD 51 (Cumberland)	\$8,714.28	\$3,266.24	\$377.13	\$1,550.78	\$595.34	\$825.62	\$914.77	\$2,347.58	\$0.00	\$18,591.74	2171.5	3.43%	50.45%
Brunswick School Department	\$7,957.96	\$3,308.25	\$362.21	\$1,682.15	\$616.64	\$871.05	\$1,065.74	\$2,399.50	\$26.29	\$18,289.79	2380	29.13%	47.01%
Portland Public Schools	\$7,772.98	\$3,274.25	\$378.48	\$1,879.42	\$840.24	\$976.20	\$651.23	\$2,081.81	\$79.36	\$17,933.97	6526	50.17%	18.57%
Wells-Ogunquit CSD	\$7,636.52	\$2,962.83	\$726.83	\$1,745.40	\$673.83	\$1,021.04	\$879.32	\$2,099.06	\$124.56	\$17,869.39	1398.5	17.98%	10.36%
Scarborough School Department	\$8,454.93	\$3,692.90	\$467.65	\$1,942.78	\$461.79	\$659.18	\$601.42	\$1,445.82	\$0.00	\$17,726.47	2867	9.75%	18.68%
South Portland School Department	\$8,016.54	\$3,580.18	\$339.39	\$1,271.17	\$624.39	\$954.95	\$709.49	\$1,896.16	\$45.46	\$17,437.73	3002	36.35%	29.36%
Saco School Department	\$9,267.65	\$3,715.93	\$65.75	\$1,012.07	\$336.96	\$459.90	\$673.30	\$1,360.25	\$0.00	\$16,891.81	2766.5	28.28%	49.93%
Dayton School Department	\$10,140.00	\$2,852.79	\$51.90	\$581.83	\$441.18	\$536.13	\$934.99	\$1,017.09	\$0.00	\$16,555.91	335.5	25.49%	56.29%
State Ave	\$6,879.19	\$3,148.35	\$393.24	\$1,446.13	\$620.42	\$927.68	\$988.84	\$1,972.90	\$50.14	\$16,426.89			
MSAD 35 (Marshwood)	\$6,598.00	\$2,888.23	\$516.29	\$1,720.08	\$578.56	\$958.95	\$1,051.73	\$1,723.82	\$43.14	\$16,078.80	2121.5	12.15%	51.20%
Gorham School Department	\$7,276.86	\$2,857.20	\$404.87	\$1,438.60	\$549.65	\$895.77	\$829.68	\$1,520.03	\$17.88	\$15,790.54	2786	8.79%	60.96%
RSU 14 (Windham)	\$6,381.63	\$2,784.45	\$296.67	\$1,428.31	\$438.05	\$943.09	\$950.52	\$2,439.64	\$5.97	\$15,668.33	3110	22.04%	40.95%
Westbrook School Department	\$6,977.31	\$2,852.53	\$297.35	\$1,427.91	\$945.60	\$869.31	\$756.63	\$1,494.67	\$20.49	\$15,641.80	2292	63.09%	48.97%
RSU 06/MSAD 06 (Bonny Eagle)	\$6,336.17	\$2,773.15	\$303.92	\$1,369.26	\$438.72	\$729.90	\$1,155.16	\$2,234.22	\$4.32	\$15,344.82	3291.5	28.28%	49.64%
RSU 60/MSAD 60 (Noble)	\$6,205.66	\$2,549.72	\$422.54	\$1,398.40	\$449.50	\$857.58	\$1,177.97	\$2,090.36	\$2.42	\$15,154.15	2871.5	30.50%	56.48%
Biddeford School Department	\$6,491.21	\$3,349.64	\$341.46	\$1,064.72	\$496.00	\$711.49	\$736.57	\$1,651.91	\$1.71	\$14,844.71	2349	60.20%	40.56%
RSU 57/MSAD 57 (Massabesic)	\$5,639.27	\$2,506.49	\$275.30	\$1,410.59	\$359.68	\$701.99	\$1,304.57	\$2,398.64	\$118.47	\$14,715.00	2913.5	35.68%	41.13%
Sanford School Department	\$5,026.97	\$3,115.23	\$314.70	\$1,214.78	\$328.02	\$838.54	\$688.32	\$1,956.04	\$20.18	\$13,502.78	3221.5	53.51%	76.31%

Biddeford Student Demographics Over Time - October 1 Report

Student Count	
Year	Number of Students
23-24	2391
22-23	2307
21-22	2346
20-21	2342
19-20	2457
18-19	2431
17-18	2440

Economic Status		
Year	Number of Students	Percent
23-24	1414	59.14%
22-23	1258	54.53%
21-22	1242	52.94%
20-21	1237	52.82%
19-20	1328	54.05%
18-19	1330	54.71%
17-18	1368	56.07%

Program Enrollments - CTE	
Year	Number of Students
23-24	495
22-23	399
21-22	405
20-21	444
19-20	354
18-19	303

Special Education Counts		
Year	Number of Students	Percent
23-24	531	22.21%
22-23	483	20.94%
21-22	486	20.72%
20-21	446	19.04%
19-20	490	19.94%
18-19	463	19.05%
17-18	466	19.10%

ELL Students		
Year	Number of Students	Percent
23-24	315	13.17%
22-23	200	8.67%
21-22	193	8.23%
20-21	200	8.54%
19-20	197	8.02%
18-19	204	8.39%
17-18	199	8.16%

Cost Drivers, Reductions, Position Changes

Additions

- Director of Guidance (\$106,524.94)
- Art Teacher of BHS (\$61,818.00)
- Culinary Arts Teacher - Vocational Program (state subsidy received) - (\$91,703.07)
- 3 Special Education Teachers (BHS - Resource, BPS - Self Contained, Kindergarten Special Education Teacher) (\$191,916.84)
- Teacher at APC (\$55,000.00)
- Convert ELL Ed Tech to ELL Teaching Position at BMS (\$25,715.00)
- Convert ELL Ed Tech to ELL Teaching Position at BIS (\$25,715.00)

Reductions

- Reduction of 2 Elementary Teaching Positions based on class sizes (\$-114,110.00)
- JFK Administration Position (\$-59,893.00)
- Reduction of Ed Tech at BHS as it was converted to teaching position (\$-37,225.03)

Reductions (Additional) of moving (4) More Classrooms from JFK to BPS

- Reduce one secretary at JFK (retirement) (\$-33,062.00)
- Reduce Ed Tech position and transfer into open position at BPS (\$-40,659.00)
- Reduction of electricity (\$-8,000.00)*
- Reduction of heating costs (\$-6,000.00)*
- Reduction of summer maintenance and cleaning (\$-3,000.00)*
- Move night-time custodial to BRCOT new addition, creating no additional cost
- Reduction in repairs

Salary/Steps/Benefits	\$1,937,746.00
Health Insurance	\$393,771.72
Utilities	\$18,066.00
Payroll Taxes	\$44,860.03
Total	\$2,394,443.75

Shared Services and Revenues

Revenue			Savings	
Organization/Item	Amount		Organization/Item	Amount
Dayton Shared Services	\$209,019.00		Payroll/HR Software Regional Center	\$21,953.00
Dayton Student Tuition Projected	\$100,000.00		Shared Food Service Staff	\$32,250.00
Dayton Special Services Estimate	\$30,000.00		Shared Professional Development	\$9,000.00
Saco Shared Services	\$167,744.00		Adult Education	\$10,733.00
Dayton Stipends/Compensation	-\$58,500.00		School Safety Software	\$2,350.00
Saco Stipends/Compensation	-\$62,000.00		Bus Routing Software	\$3,200.00
			Talking Points	\$2,350.00
Sub Total	\$386,263.00		Sub Total	\$81,836.00
		\$468,099.00		
Additional Opportunities				
Grant Funding - Several Received				
Shared Purchasing & Negotiated Pricing				
Additional Shared Training and PD				
Exploring Shared Equipment Purchases				

10 Year Budget Comparison

	Total Budget Amount	Increase from Prior Fiscal Year	Expenditure Increase %	Tax Increase
FY25	\$46,766,723.00	\$2,685,887.00	6.09%	6.92%
FY24	\$44,080,836.00	\$2,422,995.00	5.82%	6.94%
FY23	\$41,657,841.00	\$1,518,528.00	3.78%	2.98%
FY22	\$40,139,313.00	\$938,153.00	2.39%	-0.54%
FY21	\$39,201,160.00	\$946,361.00	2.47%	0.87%
FY20	\$38,254,799.00	\$1,257,536.00	3.40%	2.99%
FY19	\$36,997,263.00	\$980,797.00	2.72%	0.08%
FY18	\$36,016,466.00	\$915,502.00	2.61%	-2.23%
FY17	\$35,100,964.00	\$1,123,537.00	3.31%	0%
FY16	\$33,977,427.00	\$339,176.00	1.01%	2.56%
FY15	\$33,638,251.00	\$973,310.00	2.98%	0.54%

REVENUES			
		Proposed	Difference
2023-24		2024-25	
\$ 1,102,483.00	Carryover (previous year)	\$ 1,150,000.00	\$ 47,517.00
\$ 231,608.00	Carryover (Long Term Debt Reduction FY20)	\$ 4,556.57	\$ (227,051.43)
	Carryover (FY22 Carryover utility)	\$ -	\$ -
\$ 275,000.00	Carryover (Current MaineCare)	\$ 300,000.00	\$ 25,000.00
\$ 90,000.00	Tuition	\$ 100,000.00	\$ 10,000.00
\$ -	Special Ed. Tuition		\$ -
\$ 25,136.00	Transportation (Non-Public)	\$ 25,136.00	\$ -
\$21,122.00	Other Transporation	\$21,434.00	\$ 312.00
\$ 30,000.00	State Agency Clients	\$ 40,000.00	\$ 10,000.00
\$ -	Miscellaneous (BMS Officials)		\$ -
\$100,000.00	Shared Service with Saco	\$190,687.00	\$ 90,687.00
\$188,250.00	Shared Service with Dayton	\$209,019.00	\$ 20,769.00
\$ 100,000.00	Regional Center (SMAC) Revenue	\$ 100,000.00	\$ -
\$ 80,000.00	COT Sending School Revenue	\$ 100,000.00	\$ 20,000.00
\$ 13,545,681.00	State Allocation (General)	\$ 14,339,004.07	\$ 793,323.07
\$ 81,224.00	State Allocation (Regionalization)	\$ 89,802.54	\$ 8,578.54
\$ 3,177,858.00	State Allocation (CTE)	\$ 3,331,365.34	\$ 153,507.34
\$ 19,902,370.00	Local Allocation	\$ 21,013,755.66	\$ 1,111,385.66
\$ 2,360,743.00	Local Allocation (Local only debt)	\$ 2,296,061.45	\$ (64,681.55)
\$ 2,769,361.00	Additional Local	\$ 3,455,901.15	\$ 686,540.15
\$ 44,080,836.00	Total	\$ 46,766,722.78	\$ 2,685,886.78

- Need to examine if we have enough capital improvements/repair funds

State Allocation (General)	793,323.07	5.86%
State Allocation (Regionalization)	8,578.54	10.56%
State Allocation (CTE)	153,507.34	4.83%
Total State Allocation	955,408.95	5.69%
Total Local	1,733,244.26	6.92%
Total Budget	2,688,653.21	6.09%

Adult Education Plus PreK-12

- Adult Education: \$ 22,751.04
- PreK-12: \$2,685,886.78
- FY25 Overall Increase \$2,708,637.82
- Tax Impact \$1,755,995.30

BIDDEFORD ADULT EDUCATION
FY 2024-2025
BUDGET

	Fiscal Year 2024		Fiscal Year 2025		Difference
TOTAL BUDGET:					
Vocational		52,921.50		52,440.66	(480.84)
Adult Literacy		234,711.33		235,926.36	1,215.03
HS Administrative	249,580.13		200,629.23		(48,950.90)
HS Operation of Building	19,635.00		19,635.00		0.00
HS Clerical AEFLA Match	65,618.29		77,281.50		11,663.21
HS Clerical	45,671.13		57,249.14		11,578.01
HS Diploma	96,027.70		98,364.06		2,336.36
HS HiSET	28,117.31		28,095.95		(21.36)
Total High School Diploma		504,649.56		481,254.88	(23,394.68)
		\$792,282.39	Total	\$769,621.91	(22,660.48)
ANTICIPATED INCOME					
Vocational Tuition	20,800.00		20,800.00		0.00
Vocational Textbooks					0.00
Vocational Fees - material and supply					0.00
Total Vocational		20,800.00		20,800.00	0.00
State Subsidy		122,309.00		122,224.67	(84.33)
Funds brought forward		226,234.00		180,906.81	(45,327.19)
		\$369,343.00	Total	\$323,931.48	(45,411.52)
NET COST TO THE CITY		\$422,939.39		\$445,690.43	22,751.04

ANTICIPATED INCOME

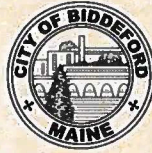
College Transitions	2200-0150-0000-432490-425	0.00
AEFLA	2950-0150-0000-445810-470	20,468.06
Enrichment	6150-0150-0000-413170-410	46,705.00
Total		67,173.06

ANTICIPATED EXPENSE

College Transitions	2220-6060-1000	0.00
AEFLA	2950-6100-1000	20,468.06
Enrichment	6150-6200-1000	46,705.00
Total		67,173.06

Questions?

City of Biddeford



PROCLAMATION

Whereas, by Presidential Proclamation, March 29th has been designated the annual observance of Vietnam War Veterans Day;

Whereas, 2024 marks the 51st year since the last American troops officially left Vietnam on March 29, 1973; and

Whereas, 48,000 men and women from the State of Maine served, while an additional 16,000 Maine residents were serving worldwide during the Vietnam War Era; and

Whereas, the names of 343 Maine residents who laid down their lives are etched on that black granite wall; and 11 are still missing and unaccounted for; and the POW/MIA flag will fly outside Biddeford City Hall until they are all brought home; and

Whereas, the City of Biddeford joins the Nation in recognizing Vietnam War Veterans by recognizing March 29th as Vietnam War Veterans Day; and

Whereas, there is new federal compensation enacted in 2023 for the effects of Agent Orange exposure and of which Vietnam Veterans should be aware, and the service officer at VVA Post 1044 at 508 Elm Street can provide information,

Whereas, the Wall That Heals traveling Vietnam Memorial Exhibit will visit Biddeford this summer on July 18 to 21, and be in place at Biddeford Middle School;

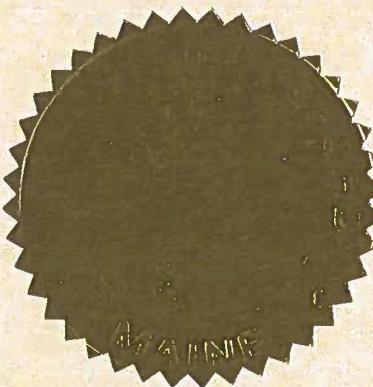
Whereas, on this day and every day, we encourage Biddeford residents to take time to honor those who selflessly served, who gave the ultimate sacrifice, who were wounded and live with those scars daily, those who bore witness and those who are still missing in Southeast Asia; we will never forget you; and

Now, Therefore, be it resolved that I, Martin Grohman, Mayor of the City of Biddeford, do hereby observe March 29th as **VIETNAM WAR VETERANS DAY** in Biddeford, and I encourage all Biddeford citizens to observe this day with appreciation for the men and women who so proudly served our country during this extended conflict.

*In Witness Whereof, We the undersigned have herewith affixed
our signatures this 19th day of March 2024.*



City Clerk





Mayor

Thank you for your
service, and welcome
home ♡

City of Biddeford
City Council
March 05, 2024 6:00 PM Council Chambers & Zoom

Status:

1. Roll Call

Council President LaFountain ✓
Councilor Lessard ✓
Councilor Ortiz -Excused
Councilor Emhiser ✓
Councilor Whiting ✓
Councilor Beaupre ✓
Councilor Mills ✓
Councilor Schlaver ✓
Councilor Belanger ✓

2. Pledge of Allegiance

3. Adjustment(s) to Agenda-none

4. Appointments:

- 4.a. 2024.27 Approval/Mayoral Appointments to Citizen Committees
[20240305 Citizen Committee Appointment-ORDER](#)

Motion: Mills
Second: Lessard
Vote: Unanimous
Motion Passed

5. Presentation:

- 5.a. FY25 Budget presentation by City Manager Jim Bennett

City Manager provided an overview of the FY25 budget

6. Consideration of Minutes:

- 6.a. Approval Council Minutes 2-20-2024
[Council minutes 2-20-24](#)

Motion: Lessard
Second: Lessard
Vote: Unanimous
Motion Passed

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

2 speakers, one on Public Access & the other on school funding

8. **Orders of the Day:**

8.a. 2024.28 Approval/Housing Rehab Bid Award: 40 Emery Street - *item will be ready for 3-19-24* no action

8.b. 2024.29 Approval/Rehab Bid Award 197 Alfred Street
[2024.29 MEMO Approval-Housing Rehab Bid Award 197 Alfred St](#)
[2024.29 ORDER--REHAB BID AWARD 197 Alfred St.](#)
[2024.29 BID TAB SUMMARY REHAB OF 197 ALFRED ST](#)

Motion: LaFountain
Second: Lessard
Vote: Unanimous
Motion Passed

8.c. 2024.30 Approval/ADA and 2 Stall Trailer at Gilbert Boucher Bath House
[Approval_ADA 2 Stall Trailer Rental Agreement- Council BRIEF](#)
[Approval_ADA 2 Stall Trailer Rental Agreement - ORDER](#)
[ADA Trailers](#)

Motion: Schlaver
Second: Belanger
Vote: Unanimous
Motion Passed

8.d. 2024.31 Approval/Amend Rules of the City Council Rule 4
[20240305 Amend Rules of the City Council Rule 4 - BRIEF](#)
[20240305 Amend Rules of the City Council Rule 4 - ORDER](#)

Motion: Whiting
Second: Schlaver
Vote: Unanimous
Motion Passed

8.e. 2024.32 Approval/City Manager's nomination of Sasha Pavlak as Finance Director.

[20240305 Sasha Pavlak- Appointment](#)
[PavlakFinanceDirector.2024](#)
[Sasha Pavlak Resume](#)

Motion Schlaver

Second Lessard
Vote Unanimous
Motion Passed

- 8.f. 2024.33 Approval/City Manager's nomination of Lisa Thompson as Recreation Director.

Motion: Beaupre
Second: Mills
Vote: Unanimous
Motion Passed

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

1 Member of the public speaking on the unhoused

10. City Manager Report

Roads damaged in storms have been restored to be useable

11. Other Business

12. Council President Addressing the Council

13. Mayor Addressing the Council

Center of Technology update

Better Signage in the Parking Garage done

3-22-24 Genesis Community Loan Fund Affordable Housing Financer presentation in McArthur Library

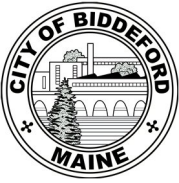
14. Adjourn

Motion at time: 7:47 PM by: LaFountain

Second Beaupre

Vote: Unanimous

Motion Passed



City Council

Meeting Date: March 5, 2024

Meeting Time: 6:00 PM

Agenda Item No: 8.d.

Item Description: 2024.31) Approval/Amendment Rules of the City Council, Rule 4

Submitted by: Brian S. Phinney, COO

Supporting Information/Documentation:

N/A

Key Terms:

N/A

Executive Summary:

Action on this item amends the Rules of the City Council at Rule 4 to make the rule consistent with the City Charter.

Detailed Review:

Rules of the City Council appear in the Code of Ordinances under Appendix A. The Rules of the City Council, Sec. A-4 Rule 4: Ordinances; resolutions; orders (emphasis added) reads as follows:

- a. All orders and resolutions imposing a penalty or authorizing the expenditure of money shall have more than one reading before they shall be finally passed by the Council.
- b. No ordinance, order or resolution imposing a penalty or authorizing the expenditure of money shall have more than one reading on the same day, except as allowed under Article III, Section 8, of the Charter of the City of Biddeford.
- c. *Every new ordinance or amendment to an ordinance shall be read and voted on two separate days in accordance with Article III, Section 8, of the Charter of the City of Biddeford. Article III, Section 8, shall govern the passage of ordinances.*

By comparison, the City Charter, Article III City Council, Sec. 8 Procedure (emphasis added), reads as follows:

The City Council shall keep a record of its proceedings and shall determine its own rules of procedure and make lawful regulations for enforcing the same. The meetings of the City Council shall be open to the public. The City Council shall create an ordinance and establish procedures to allow the public to address the City Council at all City Council meetings. Said ordinance shall also establish procedures to allow any City Councilor (with concurrence of at least one other City Councilor) the authority to place any item on the agenda within 30 days. The City Council shall act only by ordinance, order, or resolve. All ordinances, orders and

resolves, except orders or resolves making appropriations of money, shall be confined to one subject which shall be clearly expressed in the title. An appropriation, order or resolve shall be confined to the subject of appropriations only. No ordinance and no appropriation order or resolve shall be passed until it has been read on two separate days, except when the requirement of a second reading on a separate day has been dispensed with by the vote of 2/3 of the members present and voting. The yeas and nays shall be taken upon the passage of all ordinances and entered on the record of the proceedings of the City Council by the Clerk...

It is believed that the intent of the Rules of the City Council, when drafted, were to be consistent with the City Charter. As indicated above by the double-underline in each respective section, the City Charter required to readings for any appropriation. This requirement is observed, for example, during the budget process with two readings of the budget appropriation.

The Rules of the City Council at Rule 4, used the word “expenditure” in place of the word “appropriation” found in the Charter. The word expenditure has a completely different meaning than appropriation and as written, every order before the City Council authorizing an expenditure currently requires two readings on two separate days. This means that project awards, vehicle purchases, equipment purchases, etc., should receive two readings based on the language of Rule 4. As the City Council is aware this has not been the practice. Only one reading has been performed and supports the assumption that barring word choice, it was not the intent of the Rule to require two readings for each expenditure.

The City Council is asked to consider amending Rule 4 by deleting the word “expenditure” and replacing with the word “appropriation” to be consistent with the City Charter. Alternatively, if the City Council desires to require two reading for all expenditures as specified under the current wording of the Rule, staff will review and amend future award notices and project timelines to allow for two readings.

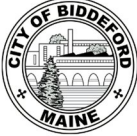
Funding Source:

N/A

Staff Recommendation:

Staff recommends amending Rule 4 of the Rules of the City Council to be consistent with the City Charter. Requiring two readings for expenditures will slow the purchasing process and project timelines.

City of Biddeford



2024.31

IN BOARD OF CITY COUNCIL... March 5, 2024

BE IT ORDAINED, by the City Council of City of Biddeford that the Code of Ordinances, Appendix A, Rules of the City Council, Sec. A-4 Rule 4: Ordinances; resolutions; orders be amended by adding or ~~deleting~~ text as follows:

- a. All orders and resolutions imposing a penalty or authorizing the ~~expenditure~~ appropriation of money shall have more than one reading before they shall be finally passed by the Council.
- b. No ordinance, order or resolution imposing a penalty or authorizing the ~~expenditure~~ appropriation of money shall have more than one reading on the same day, except as allowed under Article III, Section 8, of the Charter of the City of Biddeford.
- c. Every new ordinance or amendment to an ordinance shall be read and voted on two separate days in accordance with Article III, Section 8, of the Charter of the City of Biddeford. Article III, Section 8, shall govern the passage of ordinances.

March 5, 2024

Motion: Whiting

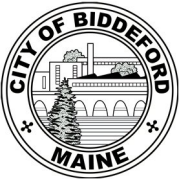
Second: Schlaver

Vote: Unanimous

Motion Passed

March 19, 2024

Attest by: _____
Robin Patterson, City Clerk



City Council

Meeting Date: March 19, 2024

Meeting Time: 6:00 PM

Order No: 10.a 2024.28

Item Description: Approval of Housing Rehab Bid Award — 40 Emery St

Submitted by: Gail Wilkerson, HUD Housing Programs Director

Supporting Information/Documentation: *Bid Tabulation & Bidder Proposal Sheets—40 Emery St*

Key Terms: N/A

Executive Summary:

Staff recommends this bid be awarded to R.C. Group of Biddeford for \$131,879. The 2 bids received for the project were due/opened/read aloud 2/29/2024 at 10AM. Ray Corp of Lewiston bid \$153,040; RC Group bid \$167,350. Both bids were significantly higher than the City's estimate of \$105,850. Staff negotiated with the low bidder (Ray Corp) for a more favorable price and a sooner start & completion date but this was unsuccessful. Staff then approached RC Group and came to terms on a project cost of \$131,879; contractor held to its proposed late-March start & 12-week completion dates. Importantly, it was apparent during negotiations that the City's estimate for exterior work was based on an economical recycled wood siding product approved by the Historic Preservation Commission. Though aware of the product's existence from the bid specs, neither contractor chose to quote this (or similar) product in their original bids, resulting in a material difference of @ \$20,000.

Detailed Review:

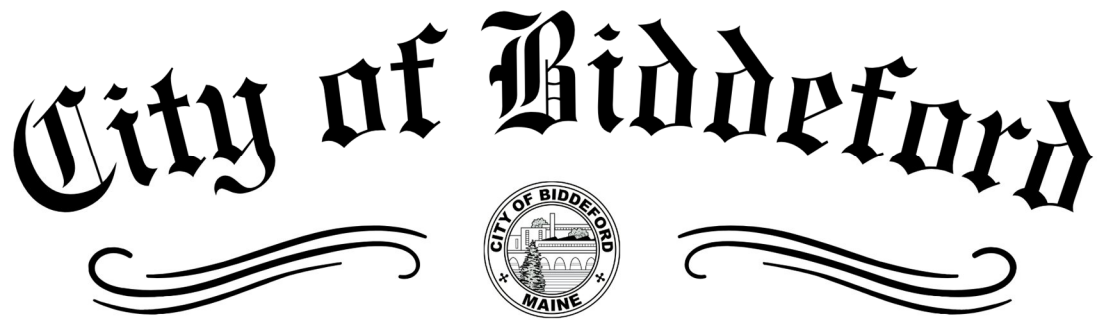
This 3-unit property in the historic district was inspected for lead and other health/safety hazards in Jan. and Feb. Owner Ryan Sayer is eligible for CDBG funding for the needed improvements. As noted above, the exterior work scope was vetted by the Maine Historic Preservation Office & City's Historic Preservation Commission. The project includes removal of deteriorated lead-painted wooden siding, trim boards, soffits/fascia, and window casings/trim/sills/stops on all sides of the building that will be replaced with the recycled wood siding product approved by Historic Preservation Commission. Another major improvement is removal/replacement of the deteriorated north-side porch, which is riddled with lead hazards and whose structural integrity is failing. The stairs/treads/risers/posts/guardrails/stringer/decking will be rebuilt with pressure -treated lumber.

Funding Source:

PY23 HUD CDBG Housing Rehabilitation Budget

Staff Recommendation:

Award bid to RC Group for \$131,879 and enable construction to begin before month's end.



2024.28 IN BOARD OF CITY COUNCIL... March 19, 2024

BE IT ORDERED, that the award for the HUD CDBG Housing Rehab project at 40 Emery Street, as detailed in RFB# 2024-002-020-CDBG, be awarded to Maine-licensed abatement contractor R.C. Group, Inc of Biddeford, Maine in the amount of \$131,879.00. Work is projected to begin 3/25/2024 and conclude in 12 weeks. Contractor has satisfactorily performed this work for the City's CDBG & Lead Programs and is a firm in good standing with the Maine Department of Environmental Protection and the federal government, as confirmed by a check of the System for Award Management (sam.gov) on 3/14/24.

Attest by:_____

Lead Hazard Reducation & Other Related Rehab: 40 Emery Street			
RFB# 2024-002-020-CDBG <i>Contractors' Bid Submittals*</i>			Bid Open: 2/29/24 10:00 AM
	Ray Corp	RC Group	City Estimate
Unit 1 Total	\$ 150,140.00	\$ 165,250.00	\$ 102,850.00
Unit 2 Total	\$ 1,000.00	\$ 500.00	\$ 800.00
Unit 3 Total	\$ 1,900.00	\$ 1,600.00	\$ 2,200.00
Total Bid	\$ 153,040.00	\$ 167,350.00	\$ 105,850.00
<i>variance</i>	\$ 47,190.00	\$ 61,500.00	

**bid is for removing/replacing exterior siding, trim, fascia/soffit, casing etc
vs..scraping and painting these items*

Staff Present:

Lisa Shultz x
Gail Wilkerson x

RETURN WITH BID**CITY OF BIDDEFORD
PROPOSAL FOR****Submission
Page1****LEAD ABATEMENT & OTHER RELATED REHAB --
40 EMERY STREET**TO: Housing Rehab Director
City Hall, Biddeford, MaineBID NO. **2024-02-020-CDBG**

Dear Ms. Wilkerson,

The undersigned hereby declares that he/she has carefully examined the location of the proposed work, the proposed Design Specifications, and the Bid Forms therein referred to and that he/she proposes and agrees, if this Proposal is accepted, that he/she will contract with the Owner of the Property, executed by the City, to provide all machinery, tools, labor, equipment, or other means of construction; and to complete all work and furnish all materials, except any Design/Architectural services to be furnished by the City, necessary to complete the work in the manner and time therein prescribed. Must be in accordance with the conditions and requirements set forth in the Design Specifications and the requirements of the Lead Program Manager as provided therein; and that he/she will accept in full payment therefor the following sums to wit:

Bidders previously vetted by the City and in good standing waive the following requirement:

New bidders shall provide a statement of qualifications to perform the desired Scope of Work, including evidence of personnel and their required licenses/insurance, and demonstrate adequate capacity to complete this project's scope of service (or written plan to hire additional personnel that meet above criteria). Section 3 worker requirements are in effect for contracts with over \$200,000 in Federal Rehab funding (over \$100,000 if using LEAD Grant Funding).

The City reserves the right to limit awards to specific properties due to available funding.

The basis of the Award shall first be to the lowest responsive bidder, with the earliest anticipated clearance date, provided the project budget can cover the bid price.

Time to clearance and completion is a primary consideration for this Award.

Please Acknowledge the Receipt of Addenda 1 : Yes (Yes / No)

Total LEAD Hazard Control Work	\$ 167,450 Replace Trim/ soffit/fascia 150,450 Scrape and paint
Total Healthy Homes/Other Rehab Work (OPTIONAL)	\$
Not Applicable Optional Item	<i>(Do not Total)</i> \$

Total Price (written out):

Without Option Items

One Hundred sixty seven four Hundred and Fifty (Replacement)
One Hundred Fifty Four Hundred and Fifty (Scrape and Paint)

Without Option Item

167,450
(\$ 150,450)

Anticipated Contract Date:

Preferred Project clearance by:

Anticipated Project Start Date: 03/20/2024

Anticipated Weeks Required: 12

40 Emery Street Biddeford, ME

RETURN WITH BID

Submission
Page 2

The undersigned further agrees that, after notification by the City of the acceptance of his/her Proposal and the readiness of the Contract for signature, he/she will execute the Contract within ten (10) days, Saturdays, Sundays and Holidays, excepted, and that he/she will commence the work within the timeline agreed to in the executed contract, unless written request for extension is provided to the Rehab Coordinator prior to completion date; and that he/she will prosecute the work to its completion within the time limit specified in said contract.

The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of Biddeford and of the State of Maine, in that order. The undersigned hereby further declares that the only persons or parties interested in this Proposal, as principals, are named below; that the Proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the City of Biddeford is directly or indirectly interested in this Proposal or in any contract that may be made under it or in profits expected to arise therefrom.

After careful review of the following, the applicant(s) and contractor, understand and accept the work described herein. Only the work described herein will be performed. ANY and ALL changes to these design specifications must be by written change order and agreed to by all parties, as it relates to program requirements. Cost Change Orders will only be considered due to change in Scope of Work.

Company Name	RC Group Inc.
Signature	<i>Jeffrey Parke</i>
Title	Sr. Vice President
Printed Name	Jeffrey Parke
Physical Address	40 Main Street 13-140 Biddeford, Maine 04005
Mailing Address	Same
Firm Tax ID/ Unique Entity #	81-4116681/MKDNCL6YQMN7
Date	02/29/2024
Phone #	(646) 634-5124
Fax #	

Submission
Additional
Pages

Please include cost breakdown on bid sheets provided / or company letterhead to better qualify your bid. You may clarify what is included in your bid price with notes on the bid submission paperwork as needed. **New bidders** please include a statement of qualifications to perform the desired Scope of Work

RETURN WITH BID

**CITY OF BIDDEFORD
PROPOSAL FOR**

Submission
Page1

**LEAD ABATEMENT & OTHER RELATED REHAB --
40 EMERY STREET**

TO: Housing Rehab Director
City Hall, Biddeford, Maine

BID NO. 2024-02-020-CDBG

Dear Ms. Wilkerson,

The undersigned hereby declares that he/she has carefully examined the location of the proposed work, the proposed Design Specifications, and the Bid Forms therein referred to and that he/she proposes and agrees, if this Proposal is accepted, that he/she will contract with the Owner of the Property, executed by the City, to provide all machinery, tools, labor, equipment, or other means of construction; and to complete all work and furnish all materials, except any Design/Architectural services to be furnished by the City, necessary to complete the work in the manner and time therein prescribed. Must be in accordance with the conditions and requirements set forth in the Design Specifications and the requirements of the Lead Program Manager as provided therein; and that he/she will accept in full payment therefor the following sums to wit:

Bidders previously vetted by the City and in good standing waive the following requirement:

New bidders shall provide a statement of qualifications to perform the desired Scope of Work, including evidence of personnel and their required licenses/insurance, and demonstrate adequate capacity to complete this project's scope of service (or written plan to hire additional personnel that meet above criteria). Section 3 worker requirements are in effect for contracts with over \$200,000 in Federal Rehab funding (over \$100,000 if using LEAD Grant Funding).

The City reserves the right to limit awards to specific properties due to available funding.

The basis of the Award shall first be to the lowest responsive bidder, with the earliest anticipated clearance date, provided the project budget can cover the bid price.

Time to clearance and completion is a primary consideration for this Award.

Please Acknowledge the Receipt of Addenda 1 : No (Yes / No) none sent

Total LEAD Hazard Control Work	\$ 153,040.00
Total Healthy Homes/Other Rehab Work (OPTIONAL)	\$ —
Not Applicable Optional Item	(Do not Total) \$

Total Price (written out):

Without Option Items

Without Option Item

One hundred Fifty three Thousand Forty and 00/100

(\$ 153,040.00)

Anticipated Contract Date:

Preferred Project clearance by:

Anticipated Project Start Date: 4/24

Anticipated Weeks Required: 16⁺

RETURN WITH BID

Submission

Page 2

The undersigned further agrees that, after notification by the City of the acceptance of his/her Proposal and the readiness of the Contract for signature, he/she will execute the Contract within ten (10) days, Saturdays, Sundays and Holidays, excepted, and that he/she will commence the work within the timeline agreed to in the executed contract, unless written request for extension is provided to the Rehab Coordinator prior to completion date; and that he/she will prosecute the work to its completion within the time limit specified in said contract.

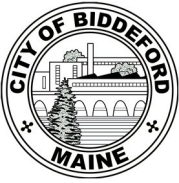
The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of Biddeford and of the State of Maine, in that order. The undersigned hereby further declares that the only persons or parties interested in this Proposal, as principals, are named below; that the Proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the City of Biddeford is directly or indirectly interested in this Proposal or in any contract that may be made under it or in profits expected to arise therefrom.

After careful review of the following, the applicant(s) and contractor, understand and accept the work described herein. Only the work described herein will be performed. ANY and ALL changes to these design specifications must be by written change order and agreed to by all parties, as it relates to program requirements. Cost Change Orders will only be considered due to change in Scope of Work.

Company Name	Ray Corporation
Signature	<i>Carl J. Morrison</i>
Title	C.O.O. Ray Corp
Printed Name	Carl Morrison
Physical Address	571 Sabattus St Suite 1 Lewiston ME 04240
Mailing Address	
Firm Tax ID/ Unique Entity #	J4QE2GN27K57
Date	2/27/24
Phone #	207-241-2777
Fax #	

Submission
Additional
Pages

Please include cost breakdown on bid sheets provided / or company letterhead to better qualify your bid. You may clarify what is included in your bid price with notes on the bid submission paperwork as needed. New bidders please include a statement of qualifications to perform the desired Scope of Work



City Council

Meeting Date: March 19, 2024

Meeting Time: 6:00pm

Agenda Item No: 10.b.

Item Description: Approval/Authorization Marble Block Municipal Development and Tax Increment Financing District Application

Submitted by: George Gervais, Director Economic Development & Planning

Supporting Information/Documentation:

- Marble Block TIF - ORDER
- 3-19-2024 Marble Block Municipal Development and Tax Increment Financing District Application.

Key Terms:

Tax Increment Financing (TIF)

Executive Summary:

The proposed Marble Block Municipal Development and Tax Increment Financing District Application, consistent with the previously approved Marble Block Joint Development Agreement (JDA), supports the redevelopment of the property located at 129 Main Street known as the "Marble Block building" for commercial and potential residential rental units.

Detailed Review:

The proposed Marble Block Municipal Development and Tax Increment Financing District Application meets the city's commitment found in the previously approved Joint Development Agreement (JDA), and supports the redevelopment of the property located at 129 Main Street, Biddeford, ME (aka "Marble Block building"). The City's designation of the District and adoption of this Development Program create a single municipal TIF district in order to capture the value of the real property improvements made within the District and enable the use of TIF Revenues for various approved municipal economic development project costs. The Development Program will begin with the City's 2024-2025 fiscal year on July 1, 2024 and will continue for a total of thirty (30) years, expiring on June 30, 2054.

Under this Development Program, the City will capture one hundred percent (100%) of the increased assessed value of real property in the District over the original assessed value of the District and retain the tax revenues generated by the captured assessed taxable real property value for designated economic development purposes. Real property taxes collected on that captured assessed value will create "TIF Revenues." The

reimbursement schedule provides for the Developer to receive and City to retain as follows:

CEA Year	Percentage Reimbursement to Developer	Percentage Retained by the City
1-10	90%	10%
11-20	75%	25%
21-30	50%	50%

As per a credit enhancement agreement, the City will reimburse the Developer according to the declining schedule described above. The City will retain an increasing schedule of TIF Revenues with anticipated use of the city’s retained portion of incremental tax revenues as follows:

- Administrative & Professional Services Costs..... \$15,000
- Affordable Housing – \$352,315
- Riverwalk and Pedestrian Connector \$150,000

Funding Source:

Private financing will support the redevelopment construction without any city funds other than the new redevelopment project property tax sharing terms included in the Credit Enhancement Agreement referenced in the referenced Joint Development Agreement.

Staff Recommendation:

City staff recommends that City Council approve the Marble Block Municipal Development and Tax Increment Financing District Application.

CITY OF BIDDEFORD COUNCIL ORDER - 2024.34**Marble Block Municipal Development and Tax Increment Financing District**

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

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

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

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

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

WHEREAS, it is expected that approval will be obtained from the State of Maine Department of Economic and Community Development (“DECD”), approving the **Marble Block Municipal Development and Tax Increment Financing District** and the Development Program related thereto;

ORDERED AS FOLLOWS:

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

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

- a. At least twenty-five percent (25%), by area, of the real property within the District, as hereinafter designated, is suitable for commercial uses; and
- b. The total area of the District does not exceed two percent (2%) of the total acreage of the City, and the total area of all existing and proposed development districts within the City (including the District) does not exceed five percent (5%) of the total acreage of the City; and
- c. The original assessed value of all existing and proposed tax increment financing districts (including the District) does not exceed five percent (5%) of the total value of equalized taxable property within the City as of April 1, 2022; and

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

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

Section 4. The City Manager, or his duly appointed representative, is hereby authorized, empowered and directed to submit the proposed Development Program for the District to DECD for review and approval pursuant to the requirements of 30-A M.R.S. § 5226.

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

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

Section 7. The City Manager, in the name and on behalf of the City, is hereby authorized and directed to enter into a credit enhancement agreement between the City and the developer of the project to be located in the District, in substantially the form as presented to the City Council in conjunction with this Order and on terms as described in the Development Program and any other negotiated agreements between the City and the Developer.

Dated: March 19, 2024

APPLICATION COVER SHEET

MUNICIPAL TAX INCREMENT FINANCING

A. General Information

1. Municipality Name: City of Biddeford		
2. Address: 205 Main Street, Biddeford, ME 04005		
3. Telephone: 207-284-9115	4. Fax:	5. Email: George.gervais@biddefordmaine.org
6. Municipal Contact Person: George Gervais, Director Economic Development and Planning		
7. Business Name: Marble Block Development, LLC		
8. Address: 3 Decary Road, Biddeford, Maine 04005		
9. Telephone: (207) 650-3395	10. Fax:	11. Email:
12. Business Contact Person: Bryan Holden		
13. Principal Place of Business: 129 Main St., Biddeford, Maine		
14. Company Structure (e.g. corporation, sub-chapter S, etc.): LLC		
15. Place of Incorporation: Maine		
16. Names of Officers: Bryan Holden, Luke Holden		
17. Principal Owner(s) Name: Bryan Holden, Luke Holden, Patrick Ducas, Todd Power, Alex Fabish, Ben Fabish		
18. Address: 129 Main St., Biddeford, Maine		

B. Disclosure

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

C. Employment Data

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

MARBLE BLOCK TIF DISTRICT
EMPLOYMENT GOALS

Company Goals for Job Creation and Job Retention

<i>A. Job Creation Goals</i>			
<i>Occupational Cluster*</i>	<i>Full-time</i>	<i>Part-time</i>	<i>Wage Level</i>
1. Executive, Professional & Technical	2	3	\$30k-80k annually
2. Administrative Support, inc. Clerical			\$
3. Sales & Service	5	20	\$30k -70k annually
4. Agriculture, Forestry & Fishing			\$
5. Maintenance, Construction, Production, & Transportation			\$
<i>B. Job Retention Goals</i>			
<i>Occupational Cluster*</i>	<i>Full-time</i>	<i>Part-time</i>	<i>Wage Level</i>
1. Executive, Professional & Technical			\$
2. Administrative Support, inc. Clerical			\$
3. Sales & Service			\$
4. Agriculture, Forestry & Fishing			\$
5. Maintenance, Construction, Production, & Transportation			\$
<i>*Please use the Occupational Cluster descriptions on the next page to complete this form.</i>			

INSTRUCTIONS

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

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

OCCUPATIONAL CLUSTERS

1. EXECUTIVE, PROFESSIONAL & TECHNICAL

Executive, administrative and managerial. Workers in executive, administrative and managerial occupations establish policies, make plans, determine staffing requirements, and direct the activities of businesses and other organizations. Workers in management support occupations, such as accountant and auditor or underwriter, provide technical assistance to managers.

Professional specialty. This group includes engineers; architects and surveyors; computer, mathematical, and operations research occupations; life, physical, and social scientists; lawyers and judges; social, recreational, and religious workers; teachers, librarians, and counselors; health diagnosing, assessment, and treating occupations; and communications, visual arts, and performing arts occupations.

Technicians and related support. This group includes health technologists and technicians, engineering and science technicians, computer programmers, tool programmers, aircraft pilots, air traffic controllers, paralegals, broadcast technicians, and library technicians.

2. ADMINISTRATIVE SUPPORT, INCLUDING CLERICAL

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

3. SALES AND SERVICE

Marketing and sales. Workers in this group sell goods and services, purchase commodities and property for resale, and stimulate consumer interest.

Service. This group includes a wide range of workers in protective, food and beverage preparation, health, personal, private household, and cleaning and building services.

4. AGRICULTURE, FORESTRY AND FISHING

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

5. MAINTENANCE, CONSTRUCTION, PRODUCTION & TRANSPORTATION

Mechanics, installers, and repairers. Workers in this group adjust, maintain, and repair automobiles, industrial equipment, computers, and many other types of machinery.

Construction trades and extractive. Workers in this group construct, alter, and maintain buildings and other structures or operate drilling and mining equipment.

Production. These workers set up, adjust, operate, and tend machinery and/or use hand tools and hand-held power tools to make goods and assemble products.

Transportation and material moving. Workers in this group operate the equipment used to move people and materials. This group also includes handlers, equipment cleaners, helpers, and laborers who assist skilled workers and perform routine tasks.

ECONOMIC DEVELOPMENT PROGRAM

CITY OF BIDDEFORD, MAINE

An Application for a Municipal Tax Increment Financing District

MARBLE BLOCK MUNICIPAL TAX AND INCREMENT FINANCING DISTRICT DEVELOPMENT PROGRAM

Approved by:

BIDDEFORD CITY COUNCIL

March 19, 2024

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EXHIBITS:

A	Notice of Public Hearing
B	Public Hearing Minutes and Vote Results
C	Council Order
D	Statutory Requirements and Thresholds Form
E	Map Showing District Within Municipal Boundaries
F	Map Showing District Boundaries
G	City Assessor Certificate of Original Assessed Value
H	Estimated TIF Revenue Projections and Tax Shifts

I. Introduction

The Maine Legislature established tax increment financing as an economic development tool to be used by municipalities to: (a) provide new employment opportunities; (b) improve and broaden its tax base; and (c) improve the general economy of the State. The Legislature recognizes that the State and its municipalities benefit from a municipality's economic development partnership with a local business to promote responsible new development that (a) enhances local efforts for economic, industrial, or commercial development; and (b) retains and expands the local tax base and employment opportunities. The City of Biddeford (the "City") now has the opportunity to enter into such an undertaking with the Marble Block Development, LLC (the "Developer").

The Developer has proposed that the City designate a Tax Increment Financing ("TIF") district to be known as the **"Marble Block Municipal Development and Tax Increment Financing District"** (the "District") for the Developer's proposed mixed use project located in the City of Biddeford on approximately .25 acres at 129 Main Street (the "Project"). Overall, the Project, as the redevelopment progresses, is expected to be comprised of a restaurant, bowling alley and commercial and/or residential rentals.

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

- Maintain the existing tax revenues to the City's general fund;
- Re-develop a downtown neighborhood, in the center of the City;
- Enjoy enhanced future tax revenues generated by improvements within the District;
- Enhance local commerce and improve the general economy of the City, the Southern Maine region and the State of Maine.

In addition, by creating a TIF district, the City will "shelter" the increase in municipal valuation that development in the District will bring about. The tax shelter provided by the District will mitigate the adverse effect that the District's increased assessed property value would have on the City's share of state aid to education, municipal revenue sharing, its local school district contribution and its county tax assessment. An estimate of the tax shelter benefit is shown as **Exhibit H** attached hereto.

II. Development Program Narrative

A. The Project

Development within the District will provide the City with an opportunity to partner with the Developer to help ensure the transformation of this blighted downtown area into an attractive and productive asset. Once completed, the District will play a prominent role in the City's economic future. The Developer expects to invest approximately \$4 million in the Project.

B. Strategic Growth and Development

By creating and designating the District, the City is maximizing the economic development potential of this location. Because the District will be developed by a single developer, the City will only need to negotiate and enter into a single credit enhancement agreement that meets the needs of the Developer and the City. The City is helping to ensure the success of the ongoing development by providing some form of credit enhancement. The City envisions this area as a commercially vibrant District. Developing the District will create thriving businesses that bring an increased tax base and quality job opportunities to the City.

Further, the City's designation of a TIF district and pursuit of this Development Program constitute a good and valid public purpose described in the TIF statute in Chapter 206 of Title 30-A because it represents a substantial contribution to the economic well-being of both the City and the Southern Maine Region, by providing jobs, and contributing to property taxes.

C. The Development District

The District will encompass approximately .25 acres of real property. The District is located at 129 Main Street and more specifically described as Tax Map 38 Lot 386. The District is shown in **Exhibits E and F** attached hereto.

D. The Development Program

The City's designation of the District and adoption of this Development Program create a single municipal TIF district in order to capture the value of the real property improvements made within the District and enable the use of TIF Revenues for various approved municipal economic development project costs. The Development Program will begin with the City's 2024-2025 fiscal year on July 1, 2024 and will continue for a total of thirty (30) years, expiring on June 30, 2054.

Under this Development Program, the City will capture one hundred percent (100%) of the increased assessed value of real property in the District over the original assessed value of the District and retain the tax revenues generated by the captured assessed

taxable real property value for designated economic development purposes. In the Assessor's Certificate attached as **Exhibit G** hereto, the City's Assessor has certified the original assessed property value of the District. The calculation of TIF Revenues (as defined below) is more specifically described below in Section IV - Financial Plan.

This Development Program is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the "TIF Statute"). Subsequent to a City Council public hearing and vote on March 19, 2024, the designation of the District and adoption of this Development Program will be effective upon approval by the Maine Department of Economic and Community Development.

E. Improvements to the Public Infrastructure

Not applicable.

F. Operational Components

1. Public Facilities

None.

2. Commercial Improvements Financed Through Development Program

The specific improvements to be financed through the Development Program are the redevelopment activities described throughout this document.

3. Relocation of Displaced Persons

No persons will be displaced as a result of the Project.

4. Transportation Improvements

Not applicable.

5. Environmental Controls

The improvements made under the proposed Development Program will meet or exceed all federal and state environmental regulations and will comply with all applicable land use requirements for the City of Biddeford.

6. Plan of Operation

During the term of the District, the City Manager of Biddeford or his designee will be

responsible for all administrative matters within the purview of the City concerning the implementation and operation of the District.

III. Physical Description

The proposed District will encompass .25 acres and is designated on City Tax Map 38 Lot 386.

Municipal documents relating to the District's physical description attached as Exhibits:

- (a) Map showing the property located within the District (**Exhibit E**)
- (b) City Map showing the general location of the District within the City (**Exhibit F**)
- (c) Certification by the City of Biddeford Assessor of the original assessed property value of the District (**Exhibit G**)

Note the details in this Article III address the conditions for approval contained in Title 30-A M.R.S.A. § 5223(3)(C). Please find attached as **Exhibit D** the Statutory Requirements and Thresholds Form required by the Maine Department of Economic and Community Development ("DECD").

IV. Financial Plan

The District will encompass approximately .25 acres of property. The original assessed value of the taxable property in the District was \$518,700 as of March 31, 2023 (April 1, 2022), as shown on **Exhibit G**. Development of the District is estimated to add over \$4,000,000 of new taxable assessed real property value to the City over the course of the District term.

The TIF Revenues collected on the increased assessed value of taxable real property will contribute to the redevelopment project in order to increase the City's ability to stand out in a competitive marketplace as a dynamic municipality in which to reside and grow a business.

This Development Program provides that, beginning on July 1, 2024 after the approval of this TIF District and Development Program by the DECD Commissioner, the City will "capture" 100 percent (100%) of the increased assessed value on District real property. Real property taxes collected on that captured assessed value will create "TIF Revenues." The reimbursement schedule provides for the Developer to receive and City to retain as follows:

CEA Year	Percentage Reimbursement to Developer	Percentage Retained by the City
1-10	90%	10%
11-20	75%	25%
21-30	50%	50%

As per a credit enhancement agreement, the City will reimburse the Developer according to the declining schedule described above. Additionally, the City will retain an increasing schedule of TIF Revenues described above.

The City will establish two Development Program Fund subaccounts: one for the Developer reimbursement and one for the City's TIF programs and projects. Upon each payment in full as due of property taxes by the Developer, the City, based upon the allocations described above, will deposit into the Development Program Fund the appropriate percentages for the Developer Subaccount and the City Subaccount. The Development Program Fund Developer Subaccount is pledged to and charged with the payment of the project costs in the manner provided in 30-A M.R.S.A. § 5227(3). In each fiscal year, the City will disburse funds from the Development Program Fund subaccount to the Developer within thirty (30) business days following payment of the taxes on all captured assessed value.

The Credit Enhancement Agreement, will provide for a 30-year term of TIF reimbursements to the Developer. Estimates of the increased assessed values of the District, the anticipated TIF Revenues generated by the District, the estimated allocations to the Developer and the City each year, and the estimated tax shifts are shown in **(Exhibit I)**.

A. Costs and Sources of Revenues

The Developer owning property located within the District will pay for and/or finance all private improvements located in the District through private sources.

B. Indebtedness

None of the project costs will be met through public indebtedness.

C. Project Costs

Table 1 (next page)

Project	Cost Estimate	Statutory Citation
I. Cost Within the District		
1. <u>Administrative & Professional Services Costs.</u> Fund prorated portion of salaries of City staff for time associated with creation and administration of District, and fund costs of professional services, including, but not limited to, legal fees, associated with creation and administration of District.	\$15,000	30-A M.R.S. §5225(1)(A)(4),(5)
II. City-Wide Improvements		
2. <u>Affordable Housing:</u> Authorized project costs for improvements as described in Title 30-A M.R.S. Section 5249 in support of municipal economic development activities regardless of whether such costs are within an affordable housing development district as defined in Title 30-A M.R.S. Section 5246, subsection 2; costs associated with the operation and financial support of affordable housing in the municipality. Costs associated with the operation and financial support of: (a) Affordable housing in the municipality to serve ongoing economic development efforts, including the further development of the downtown tax increment financing districts; and (b) Housing programs and services to assist those who are experiencing homelessness in the municipality or plantation as defined in the municipality's development program. Costs associated with the development and operation of affordable housing or housing services for persons who are experiencing homelessness as defined in the municipality's development program.	\$352,315	30-A M.R.S. § 5225 (1)(A)(9); (1)(B)(4); (1)(C)(11); (1)E
3. Recreational Trails: Fund costs associated with planning, design, construction, maintenance, grooming and improvements to new recreational trails or the existing Riverwalk that are determined to have significant potential to promote economic activity. The Riverwalk provides recreational trails connecting businesses throughout the Mill area, the Eastern Trail, and the City's neighborhoods.	\$150,000	30-A M.R.S. §5225(1)(C)(6)
Totals	\$517,315	

In accordance with Maine statutes governing the establishment of a tax increment financing district, the table set forth in **Exhibit H-2** identifies the tax shifts that are expected to result during the term of the District.

V. Municipal Approvals

A. Notice of Public Hearing

Attached as **Exhibits A** is a of the Notice of Public Hearing held on March 19, 2024, in accordance with the requirements of 30-A M.R.S.A. § 5226(1). The notice was published in a newspaper of general circulation in Biddeford on or before a date at least ten (10) days prior to the public hearing.

B. Minutes of Public Hearing

Attached as **Exhibit B** is a certified copy of the minutes of the public hearing and City Council meeting held on March 19, 2024, at which time the City Council designated the District and approved the Development Program.

C. City Council Order

Attached as **Exhibit C** is a certified copy of the City Council Order adopted by the Biddeford City Council at a Council meeting duly called and held on March 19, designating the District and adopting the Development Program and authorizing the City Manager to negotiate a Credit Enhancement Agreement with the Developer.

Exhibit A

(Notice of Public Hearing)

DRAFT

NOTICE OF PUBLIC HEARING

CITY OF BIDDEFORD MAINE NOTICE OF PUBLIC HEARING

Regarding

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

“Marble Block Municipal Development and Tax Increment Financing District”

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

**Tuesday, March 19, 2024
at 205 Main Street, Biddeford, ME 04005
at 6:00 p.m.**

The purpose of the public hearing is to receive public comments on the designation of the Marble Block Municipal Development and Tax Increment Financing District (the “District”) and the adoption of a development program for the District pursuant to the provisions of 30-A M.R.S. § 5226 of the Maine Revised Statutes, as amended.

The proposed District consists of approximately .25 acres located at 129 Main Street, Tax Map 38 Lot 386. This District authorizes the City Manager to enter into a credit enhancement agreement with the developer, as described in the proposed development program.

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

Public comments will be taken at the hearings and written comments should be submitted to Nan Whitten: nan.whitten@biddefordmaine.org. Written comments will be accepted until 4:00 PM on March 18, 2024.

Exhibit B

(Public Hearing Minutes and Vote Results)

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Exhibit C

(Council Order)

DRAFT

CITY OF BIDDEFORD COUNCIL ORDER**Marble Block Municipal Development and Tax Increment Financing District**

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

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

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

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

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

WHEREAS, it is expected that approval will be obtained from the State of Maine Department of Economic and Community Development (“DECD”), approving the **Marble Block Municipal Development and Tax Increment Financing District** and the Development Program related thereto;

ORDERED AS FOLLOWS:

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

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

- a. At least twenty-five percent (25%), by area, of the real property within the District, as hereinafter designated, is suitable for commercial uses; and
- b. The total area of the District does not exceed two percent (2%) of the total acreage of the City, and the total area of all existing and proposed development districts within the City (including the District) does not exceed five percent (5%) of the total acreage of the City; and
- c. The original assessed value of all existing and proposed tax increment financing districts (including the District) does not exceed five percent (5%) of the total value of equalized taxable property within the City as of April 1, 2022; and

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

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

Section 4. The City Manager, or his duly appointed representative, is hereby authorized, empowered and directed to submit the proposed Development Program for the District to DECD for review and approval pursuant to the requirements of 30-A M.R.S. § 5226.

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

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

Section 7. The City Manager, in the name and on behalf of the City, is hereby authorized and directed to enter into a credit enhancement agreement between the City and the developer of the project to be located in the District, in substantially the form as presented to the City Council in conjunction with this Order and on terms as described in the Development Program and any other negotiated agreements between the City and the Developer.

Dated: March 19, 2024

Exhibit D

(Statutory Requirements and Thresholds Form)

DRAFT

STATUTORY REQUIREMENTS AND THRESHOLDS

Marble Block TIF OD

SECTION A. Acreage Caps		
1. Total municipal acreage;	14,838	
2. Acreage of proposed Municipal TIF District;	.25	
3. Downtown-designation ¹ acres in proposed Municipal TIF District;	0	
4. Transit-Oriented Development ² acres in proposed Municipal TIF District;	0	
5. Total acreage [=A2-A3-A4] of proposed Municipal TIF District counted toward 2% limit;	.25	
6. Percentage [=A5÷A1] of total acreage in proposed Municipal TIF District (CANNOT EXCEED 2%).	.002%	
7. Total acreage of all <u>existing/proposed</u> Municipal TIF districts in municipality including Municipal Affordable Housing Development districts: ³ The Lofts at Saco Falls AHTIF/0.83 Mission Hill AHTIF/2.3 Riverdam TIF /1.13 Adams Point /1.54 Laconia House AHTIF/0.39 Emery School AHTIF/1.0 Saco-Lowell TIF/3.54 Saxon Partners/10.14 Urban Core Parking Garage/ 41.52 Rte 111 Mill Transit Oriented TIF/199.88 Marble Block/.25 acres	Existing	262.27
	Proposed	.25
	Total:	262.52
30-A § 5223(3) EXEMPTIONS ⁴		
8. Acreage of an <u>existing/proposed</u> Downtown Municipal TIF district;	0	
9. Acreage of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts: Rte 111 Mill Transit Oriented TIF/199.88	199.88	
10. Acreage of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts:	0	
11. Acreage in all <u>existing/proposed</u> Municipal TIF districts common to ⁵ Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such acreage also factored in Exemptions 8-10 above:	0	
12. Total acreage [=A7-A8-A9-A10-A11] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	62.64	
13. Percentage of total acreage [=A12÷A1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	.422%	
14. Real property in proposed Municipal TIF District that is:	ACRES	% [=Acres÷A2]
a. A blighted area;		
b. In need of rehabilitation, redevelopment or conservation;	.25	100%
c. Suitable for commercial or arts district uses.		
TOTAL (except for § 5223 (3) exemptions a., b. OR c. must be at least 25%)		100%

¹ Before final designation, the Commissioner will seek advice from MDOACF and MDOT per 30-A § 5226(2).

² For Transit-Oriented Development (TOD) definitions see 30-A § 5222 sub-§§ 19-24.

³ For AH-TIF acreage requirement see 30-A § 5247(3)(B). Alternatively, Section B. must exclude AH-TIF valuation.

⁴ Downtown/TOD overlap nets single acreage/valuation caps exemption.

⁵ PTZ districts approved through December 31, 2008.

STATUTORY REQUIREMENTS AND THRESHOLDS

Marble Block TIF OD

SECTION B. Valuation Cap		
1. Total TAXABLE municipal valuation—use most recent April 1;	\$3,110,116,745	
2. Taxable Original Assessed Value (OAV) of proposed Municipal TIF District as of March 31 preceding municipal designation—same as April 1 prior to such March 31;	\$518,700	
3. Taxable OAV of all existing/proposed Municipal TIF districts in municipality excluding Municipal Affordable Housing Development districts:	Existing	\$18,983,699
Adams Point/ \$160,900 Riverdam/\$983,700 Route 11 Redevelopment TOD/\$17,262,899	Proposed	\$518,700
Saco-Lowell/\$534,700 Saxon Partners/\$41,500 Marble Block/\$518,700	Total:	\$19,502,399
30-A § 5223(3) EXEMPTIONS		
4. Taxable OAV of an <u>existing/proposed</u> Downtown Municipal TIF district;	0	
5. Taxable OAV of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts: Route 11 Redevelopment TOD/\$17,262,899	\$17,262,899	
6. Taxable OAV of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts:	0	
7. Taxable OAV of all <u>existing/proposed</u> Single Taxpayer/High Valuation ⁶ Municipal TIF districts:	0	
8. Taxable OAV in all <u>existing/proposed</u> Municipal TIF districts common to Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such OAV also factored in Exemptions 4-7 above:	0	
9. Total taxable OAV [=B3-B4-B5-B6-B7-B8] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	\$2,239,500	
10. Percentage of total taxable OAV [=B9÷B1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	.072%	

COMPLETED BY			
PRINT NAME	Philip Saucier, Esq.		
SIGNATURE		DATE	
If this form has not be completed by the municipal or plantation assessor , the assessor must sign and date below, acknowledging he/she agrees with the information reported on this form, and understands the OAV stated in Section B, line 2, will be used to determine the IAV for this District.			
PRINT NAME	Nicholas Desjardins, C.M.A.		
SIGNATURE		DATE	

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

Exhibit E

(Map Showing District within Municipal Boundaries)

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**Exhibit E - Marble Block District within
Municipal Boundaries**

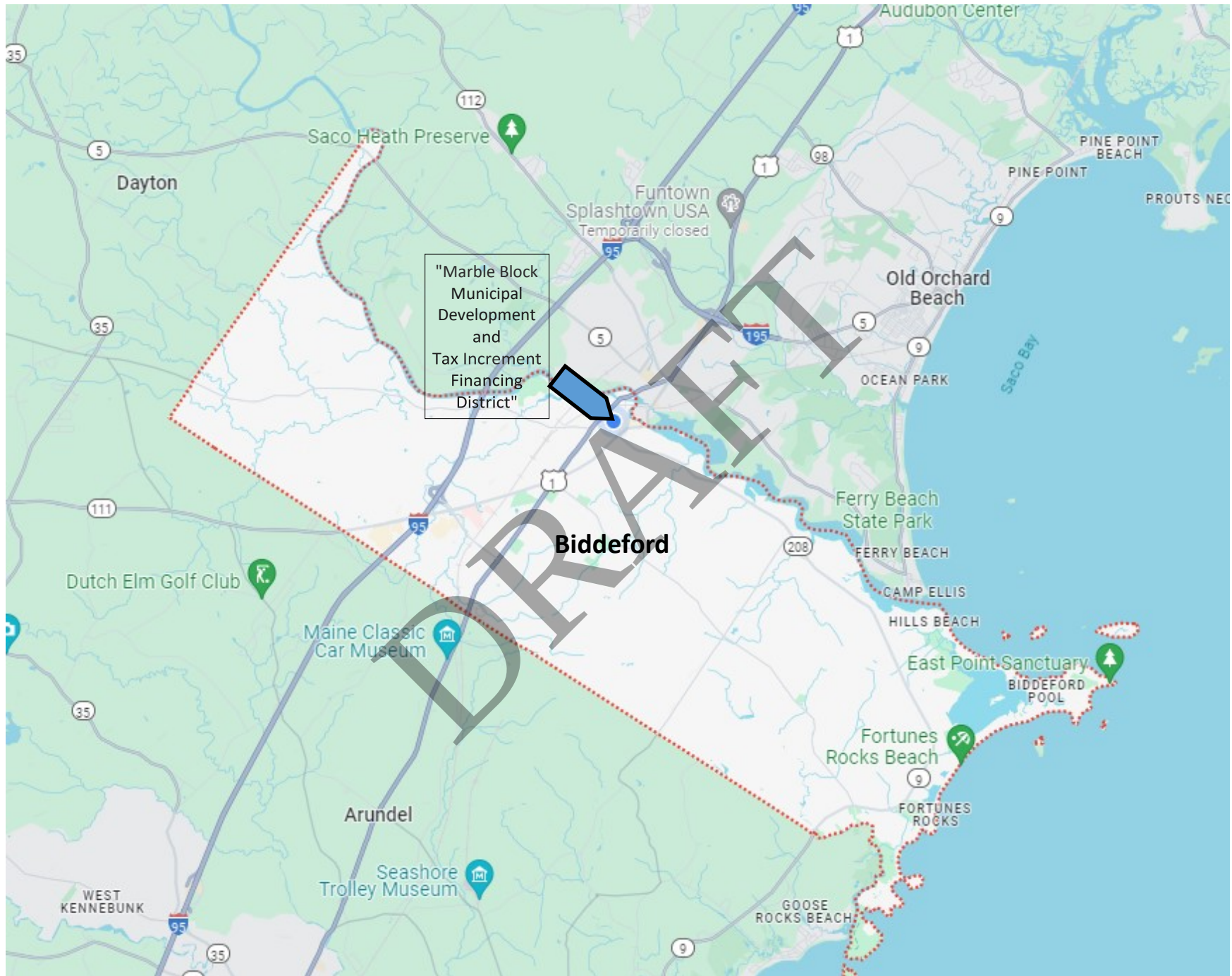
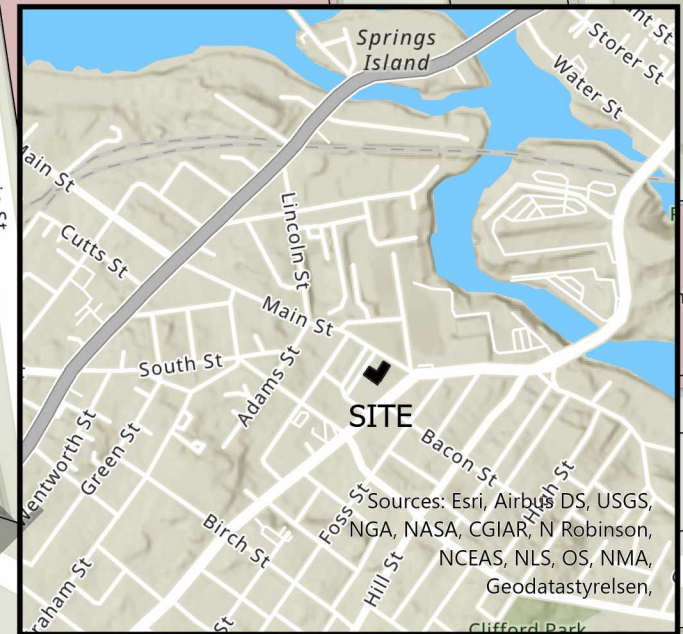
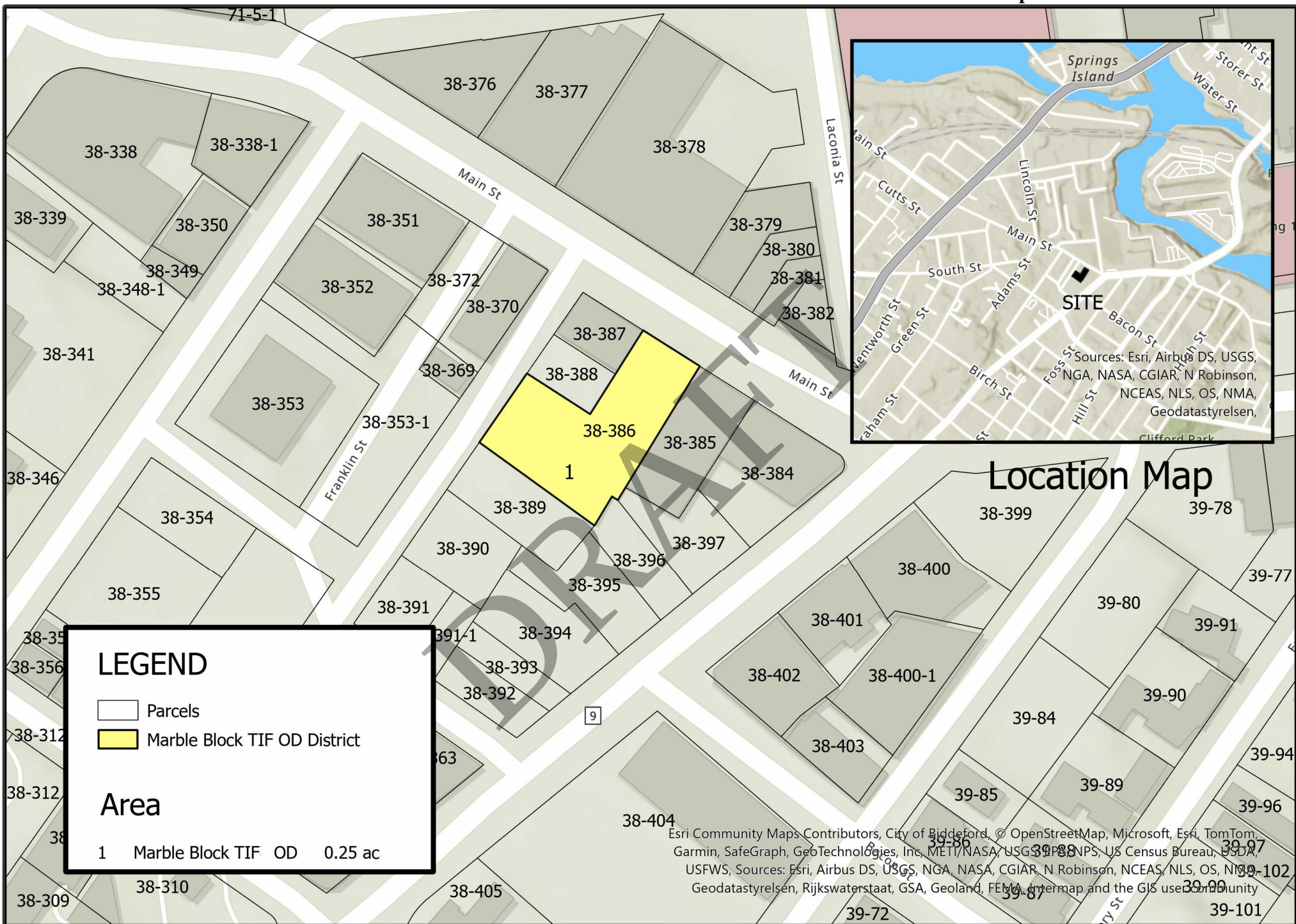


Exhibit F

(Map Showing District Boundaries)

DRAFT



Location Map

LEGEND

- Parcels
- Marble Block TIF OD District

Area

1 Marble Block TIF OD 0.25 ac

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



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



Marble Block TIF OD
129 Main Street

Exhibit G

(City Assessor Certificate of Original Assessed Value)

DRAFT

**ASSESSORS' CERTIFICATE OF ORIGINAL ASSESSED VALUE
CITY OF BIDDEFORD
MARBLE BLOCK MUNICIPAL DEVELOPMENT
AND TAX INCREMENT FINANCING DISTRICT**

The undersigned Assessor for the City of Biddeford, Maine, does hereby certify pursuant to the provisions of 30-A M.R.S. §5227 that the assessed value for taxable real property within the Marble Block Municipal Development and Tax Increment Financing District, as delineated on a map included in the Development Program to which this Certificate is included as Tax Map 38 Lot 386 and consisting of .25 acres, was \$518,700 as of March 31, 2023 (April 1, 2022).

IN WITNESS WHEREOF, This Certificate has been executed as of this ____ day of _____, 2024.

By: _____

Printed name: Nicholas Desjardins

Exhibit H

(Estimate TIF Revenue Projections and Tax Shifts)

DRAFT

Exhibit H-1 | Captured Assessed Value & TIF Revenue Projections

Marble Block TIF District

Fiscal Year	TIF Year	Original Assessed Value	Increased Assessed Value	Estimated Assessment Ratio	Percent Captured	Projected Captured Assessed Value	Projected Revaluation Mill Rate 2023-2024 13.12	Projected TIF Revenue	CEA	Projected Developer TIF Revenue	Projected City TIF Revenue
2024-2025	1	\$518,700	\$2,700,000	100%	100%	\$2,700,000	13.12	\$35,424	90%	\$31,882	\$3,542
2025-2026	2	\$518,700	\$2,754,000	100%	100%	\$2,754,000	13.12	\$36,132	90%	\$32,519	\$3,613
2026-2027	3	\$518,700	\$2,809,080	100%	100%	\$2,809,080	13.12	\$36,855	90%	\$33,170	\$3,686
2027-2028	4	\$518,700	\$2,865,262	100%	100%	\$2,865,262	13.12	\$37,592	90%	\$33,833	\$3,759
2028-2029	5	\$518,700	\$2,922,567	100%	100%	\$2,922,567	13.12	\$38,344	90%	\$34,510	\$3,834
2029-2030	6	\$518,700	\$2,981,018	100%	100%	\$2,981,018	13.12	\$39,111	90%	\$35,200	\$3,911
2030-2031	7	\$518,700	\$3,040,639	100%	100%	\$3,040,639	13.12	\$39,893	90%	\$35,904	\$3,989
2031-2032	8	\$518,700	\$3,101,451	100%	100%	\$3,101,451	13.12	\$40,691	90%	\$36,622	\$4,069
2032-2033	9	\$518,700	\$3,163,480	100%	100%	\$3,163,480	13.12	\$41,505	90%	\$37,354	\$4,150
2033-2034	10	\$518,700	\$3,226,750	100%	100%	\$3,226,750	13.12	\$42,335	90%	\$38,101	\$4,233
2034-2035	11	\$518,700	\$3,291,285	100%	100%	\$3,291,285	13.12	\$43,182	75%	\$32,386	\$10,795
2035-2036	12	\$518,700	\$3,357,111	100%	100%	\$3,357,111	13.12	\$44,045	75%	\$33,034	\$11,011
2036-2037	13	\$518,700	\$3,424,253	100%	100%	\$3,424,253	13.12	\$44,926	75%	\$33,695	\$11,232
2037-2038	14	\$518,700	\$3,492,738	100%	100%	\$3,492,738	13.12	\$45,825	75%	\$34,369	\$11,456
2038-2039	15	\$518,700	\$3,562,593	100%	100%	\$3,562,593	13.12	\$46,741	75%	\$35,056	\$11,685
2039-2040	16	\$518,700	\$3,633,845	100%	100%	\$3,633,845	13.12	\$47,676	75%	\$35,757	\$11,919
2040-2041	17	\$518,700	\$3,706,521	100%	100%	\$3,706,521	13.12	\$48,630	75%	\$36,472	\$12,157
2041-2042	18	\$518,700	\$3,780,652	100%	100%	\$3,780,652	13.12	\$49,602	75%	\$37,202	\$12,401
2042-2043	19	\$518,700	\$3,856,265	100%	100%	\$3,856,265	13.12	\$50,594	75%	\$37,946	\$12,649
2043-2044	20	\$518,700	\$3,933,390	100%	100%	\$3,933,390	13.12	\$51,606	75%	\$38,705	\$12,902
2044-2045	21	\$518,700	\$4,012,058	100%	100%	\$4,012,058	13.12	\$52,638	50%	\$26,319	\$26,319
2045-2046	22	\$518,700	\$4,092,299	100%	100%	\$4,092,299	13.12	\$53,691	50%	\$26,845	\$26,845
2046-2047	23	\$518,700	\$4,174,145	100%	100%	\$4,174,145	13.12	\$54,765	50%	\$27,382	\$27,382
2047-2048	24	\$518,700	\$4,257,628	100%	100%	\$4,257,628	13.12	\$55,860	50%	\$27,930	\$27,930
2048-2049	25	\$518,700	\$4,342,781	100%	100%	\$4,342,781	13.12	\$56,977	50%	\$28,489	\$28,489
2049-2050	26	\$518,700	\$4,429,636	100%	100%	\$4,429,636	13.12	\$58,117	50%	\$29,058	\$29,058
2050-2051	27	\$518,700	\$4,518,229	100%	100%	\$4,518,229	13.12	\$59,279	50%	\$29,640	\$29,640
2051-2052	28	\$518,700	\$4,608,593	100%	100%	\$4,608,593	13.12	\$60,465		\$20,390	\$40,075
2052-2053	29	\$518,700	\$4,700,765	100%	100%	\$4,700,765	13.12	\$61,674		\$0	\$61,674
2053-2054	30	\$518,700	\$4,794,781	100%	100%	\$4,794,781	13.12	\$62,908		\$0	\$62,908
30-year total:								\$1,437,084		\$919,769	\$517,315
30-year average:								\$47,903		\$30,659	\$17,244

Assumptions:

- The above projections show the anticipated increased assessed values, captured assessed values, and TIF revenues throughout the term of the District. The Assessor has estimated the projected increased assessed value based on available project plans and currently available information. The final assessed value will be determined based on the actual land and improvement values after construction of phase one and phase two on the applicable April 1st.
- The projections assume a 30-year district term with a Credit Enhancement Agreement of 90% for Years 1-10, 75% for Years 11-20 and 50% for Years 21-30 with a cap of \$919,769.
- A mill rate of 13.12 as reported by the City. The Projections assume 100% of the increased assessed value is captured in the District and that TIF revenue is available for municipal project costs.
- The preceding financial information contains projections and forward-looking statements that are subject to a number of risks and uncertainties that could cause the actual results, performance, or achievements to differ materially from any future results, performances, or achievements expressed or implied by the financial information reported in this projection. The model is not, nor is it intended to be, an appraisal or guarantee of an assessed value, and there may be positive or negative variations in the actual assessment of the project due to variety of factors, including without limitation, the employment of alternative methods of valuation and then-current market conditions.

Exhibit H-2 | Tax Shift Benefits at 100% Capture
Marble Block TIF District

Fiscal Year	TIF Year	State Aid to Education Benefit	County Tax Benefit	State Revenue Sharing Benefit	Total Tax Shift Benefits
2024-2025	1	-	-	-	\$0
2025-2026	2	-	-	-	\$0
2026-2027	3	-	\$1,049	\$1,988	\$3,037
2027-2028	4	\$17,874	\$1,070	\$2,028	\$20,972
2028-2029	5	\$18,231	\$1,091	\$2,069	\$21,392
2029-2030	6	\$18,596	\$1,113	\$2,110	\$21,819
2030-2031	7	\$18,968	\$1,135	\$2,152	\$22,256
2031-2032	8	\$19,347	\$1,158	\$2,195	\$22,701
2032-2033	9	\$19,734	\$1,181	\$2,239	\$23,155
2033-2034	10	\$20,129	\$1,205	\$2,284	\$23,618
2034-2035	11	\$20,532	\$1,229	\$2,330	\$24,090
2035-2036	12	\$20,942	\$1,254	\$2,376	\$24,572
2036-2037	13	\$21,361	\$1,279	\$2,424	\$25,063
2037-2038	14	\$21,788	\$1,304	\$2,472	\$25,565
2038-2039	15	\$22,224	\$1,330	\$2,521	\$26,076
2039-2040	16	\$22,669	\$1,357	\$2,572	\$26,597
2040-2041	17	\$23,122	\$1,384	\$2,623	\$27,129
2041-2042	18	\$23,584	\$1,412	\$2,676	\$27,672
2042-2043	19	\$24,056	\$1,440	\$2,729	\$28,225
2043-2044	20	\$24,537	\$1,469	\$2,784	\$28,790
2044-2045	21	\$25,028	\$1,498	\$2,839	\$29,365
2045-2046	22	\$25,528	\$1,528	\$2,896	\$29,953
2046-2047	23	\$26,039	\$1,559	\$2,954	\$30,552
2047-2048	24	\$26,560	\$1,590	\$3,013	\$31,163
2048-2049	25	\$27,091	\$1,622	\$3,073	\$31,786
2049-2050	26	\$27,633	\$1,654	\$3,135	\$32,421
2050-2051	27	\$28,185	\$1,687	\$3,197	\$33,070
2051-2052	28	\$28,749	\$1,721	\$3,261	\$33,731
2052-2053	29	\$29,324	\$1,755	\$3,326	\$34,406
2053-2054	30	\$29,911	\$1,790	\$3,393	\$35,094
2054-2055		\$30,509	\$1,826	\$3,460	\$35,796
2055-2056		\$31,119	\$1,863	\$3,530	\$36,511
2056-2057		\$31,741	-	-	\$31,741
Totals:		\$725,114	\$42,553	\$80,650	\$848,318
Averages:		\$24,170	\$1,418	\$2,688	\$27,365

Assumptions:

1. Data sources include the projected mill rate reported by the City of Biddeford, York County's FY2024 Tax Commitment, the State Treasurer's Office Municipal Revenue Sharing projections for 07/01/24-06/30/25 Published 02/15/24, the Maine Department of Education 01/17/24 2024-2025 ED 279 form for Biddeford Public Schools.
2. Tax shift losses are comprised of declining subsidies in revenue sharing and increasing obligations to pay county taxes. Tax shift losses occur a couple of years following the year in which the new assessed value is first recognized in the assessment. No tax shift losses occur when a TIF captures all of the new value. TIF revenues are retained at 100%.
3. These projections assume that the formulas and general inputs for state subsidies and county taxes do not change over time and they assume that all other values in other communities are static relative to one another except for the new value assessed. The projections are less likely to be accurate farther into the future.
4. Assumes the assessment ratio in the City is 100% when new property value arrives, such that the market value of new property is used for assessment purposes.
5. The projections above assume that no tax increment financing district is put in place, thus the mill rate is reduced by as a result of the full new value in the City. This analysis factors in tax shift impacts resulting from the project's new assessed value into future commitments and mill rate calculations to arrive at projected property tax payments.

CREDIT ENHANCEMENT AGREEMENT
Between

THE CITY OF BIDDEFORD, MAINE

and

MARBLE BLOCK DEVELOPMENT, LLC

DATED: _____, 2024

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THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2024 between the City of Biddeford, Maine (the “City”), a municipal corporation and political subdivision of the State of Maine, and Marble Block Development, LLC (“Developer”), a Maine limited liability company.

WITNESSETH THAT

WHEREAS, the City designated the Marble Block Municipal Development and Tax Increment Financing District (the “District”) pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the City Council at a meeting of the City Council held on March 19, 2024 (the “Vote”) and pursuant to the same Vote adopted a development program for the District (the “Development Program”); and

WHEREAS, the City received the approval of the District and the Development Program from the Maine Department of Economic and Community Development (“DECD”) on _____; and

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

WHEREAS, the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the credit enhancement agreement contemplated by and described in the Development Program.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

“Act” means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

“Agreement” of “Credit Enhancement Agreement” shall mean this Credit Enhancement Agreement between the City and the Developer dated as of the date set forth above, as such may be amended from time to time.

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

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

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

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

“Department” shall mean the Maine Department of Economic and Community Development.

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

“Developer’s Property” means the property owned by the Developer and located in the District.

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

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

“District” shall have the meaning given such term in the first recital hereto, which is more specifically comprised of approximately .25 acres of real property as identified in the Development Program.

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

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

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the City may from time to time establish.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Property’s Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

“Original Assessed Value” means five hundred eighteen thousand seven hundred (\$518,700), the taxable assessed value of the Property as of March 31, 2023 (April 1, 2022) as set forth in Exhibit G to the Development Program.

“Project” means the housing development project being undertaken by the Developer at the land located at 129 Main Street, more specifically Tax Map 38 Lot 386 in Biddeford, Maine, all as depicted in Exhibits E and F to the Development Program.

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

“Property Taxes” means any and all *ad valorem* real property taxes levied, charged or assessed against the Developer’s Property located in the District by the City, or on its behalf.

“State” means the State of Maine.

“Tax Increment Revenues” means that portion of all real property taxes assessed and paid to the City in any Tax Year, in excess of any state, or special district tax, upon the Captured Assessed Values.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by the City are due and payable from owners of property located within the City or are actually paid to the City with respect to taxable property located within the District.

“Tax Year” shall have the meaning given such term in 30-A M.R.S. § 5222(18), as amended, to wit: April 1 to March 31.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II

DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date of the Development Program, the City shall create and establish a segregated fund in the name of the City designated as the “Marble Block Municipal Development and Tax Increment Financing District Program Fund” (hereinafter the “Development Program Fund”) pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S. § 5227(3). The Development Program Fund shall consist of a Project Cost Account that is pledged to and charged with the payment of project costs as outlined in the Financial Plan of the Development Program and as provided in 30-A M.R.S. § 5227(3)(A)(1). The Project Cost Account shall also contain two subaccounts designated as the “Developer’s Project Cost Subaccount”, as well as a subaccount for the City designated as the “City Project Cost Subaccount.” The Development Program Fund is pledged to and charged with the payment of costs in the manner and priority provided in 30-A M.R.S.A. § 5227(3)(B) and as set forth in Section 3.1(b) below.

Section 2.2. Liens.

The City shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Developer’s Project Cost Subaccount described in Section 2.1 hereof or any funds therein, other than the interest in favor of the Developer hereunder in and to the amounts on deposit; provided, however, that nothing herein shall prohibit the creation of property tax liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.

(a) Each year during the term of this Agreement, commencing in the Fiscal Year following the Tax Year in which the Project receives its Certificate of Occupancy from the City, and continuing for a period of thirty (30) years or until the District is scheduled to terminate pursuant to the Development Program, whichever occurs sooner (the “CEA Years”), the City shall retain in the District one hundred percent (100%) of the Increased Assessed Value as Captured Assessed Value.

(b) For each of the CEA Years, the City shall deposit the resulting Tax Increment Revenue into the Development Program Fund contemporaneously with each payment of Property Taxes an amount equal to one hundred percent (100%) of that portion of the property tax payment

constituting Tax Increment Revenues. The City shall allocate the Tax Increment Revenues deposited in the Development Program Fund between the Developer's Project Cost Subaccount and the City Project Cost Subaccount as follows, or until the sum of all reimbursements to the Developer reach a cap of \$919,769.00 (the "Cap"), whichever occurs first:

CEA Year (July 1 – June 30)	Percentage of Increased Assessed Value to Developer	Percentage Retained by City
1-10	90%	10%
11-20	75%	25%
21-30	50%	50%

In the event the Cap is reached prior to the end of the term of this Agreement, the City shall retain the rest of the Tax Increment Revenues in the City Project Cost Subaccount for the remainder of the CEA Years.

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

Section 2.4. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in Developer's Project Cost Subaccount shall in all cases be used and applied to fund fully the City's payment obligations to the Developer as described in Articles II and III hereof.

Section 2.5. Monies Held in Segregated Account.

All monies required to be deposited with or paid into Developer's Project Cost Subaccount under the provisions hereof and the provisions of the Development Program, and any investment earnings thereon, shall be held by the City for the benefit of the Developer.

ARTICLE III PAYMENT OBLIGATIONS

Section 3.1. Payments to the Developer.

(a) The City agrees to pay the Developer, within thirty (30) days following the Tax Payment Date, all amounts then on deposit in the Developer's Project Cost Subaccount.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against the Developer's Property remain unpaid, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Values; and second, shall constitute

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

Section 3.2. Failure to Make Payment.

(a) In the event the City should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into a Developer's Project Cost Subaccount is insufficient to reimburse the Developer for the full amount due to that Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. The Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation to deposit Tax Increment Revenues to the Developer's Project Cost Subaccount and its obligation to make payment out of the Developer's Project Cost Subaccount to the Developer.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to the Developer at the addresses specified in Section 8.7 hereof in the manner provided hereinabove for the Developer's own respective use and benefit by check drawn on the City.

Section 3.4. Obligations Unconditional.

Subject to compliance with the terms and conditions of this Agreement, the obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the City shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal.

Section 3.5. Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from Tax Increment Revenues pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable the Developer hereunder, whether or not actually deposited into the respective Developer's Project Cost Subaccount in the Development Program Fund. This

Agreement shall not directly, indirectly or contingently obligate the City, the State of Maine, or any other City or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV PLEDGE AND SECURITY INTEREST

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

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge the Developer's Project Cost Subaccount described in Section 2.1 hereof and all sums of money and other securities and investments therein to the Developer.

Section 4.2. Perfection of Interest.

(a) To the extent deemed necessary or desirable by the Developer, the City will at such time and from time to time as reasonably requested by the Developer establish the Developer's Project Cost Subaccount described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by the Developer so as to perfect the Developer's interest therein. The cost of establishing and monitoring such funds (including the cost of counsel to the City with respect thereto) shall be borne exclusively by Developer. In the event such a fund is established under the control of a trustee or fiduciary, the City shall cooperate with Developer in causing appropriate financing statements and continuation statements naming Developer as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(b) In the event the Developer requires the establishment of a segregated fund in accordance with this Section 4.2, the City's responsibility shall be expressly limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by the Developer. The City shall have no liability for payment over of the funds concerned to the Developer by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary. Notwithstanding any change in the identity of the Developer's designated escrow agent, trustee or other fiduciary, the City shall have no liability for misdelivery of funds if delivered in accordance with the Developer's most recent written designation or instructions actually received by the City.

Section 4.3. Further Instruments.

The City shall, upon the reasonable request of either Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City; and provided further that the cost of executing and delivering such further instruments (including the reasonable and related costs of counsel to the City with respect thereto) shall be borne exclusively by the applicable Developer.

Section 4.4. No Disposition of the Developer's Project Cost Subaccount.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Developer's Project Cost Subaccount and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records and documents in the possession of either of the parties to this Agreement relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into Developer's Project Cost Subaccount shall at all reasonable times and upon reasonable notice be open to inspection by both parties to this Agreement, and the agents and employees of the parties to this Agreement.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default":

- (a) Any failure by the City to pay any amounts due the Developer when the same shall become due and payable;
- (b) Any failure by the City to make deposits into Developer's Project Cost Subaccount as and when due;
- (c) Any failure by the City or a Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or a Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof;

(d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of a Developer's affairs shall have been entered against the Developer, which cannot be cured within 90 consecutive days following such action, or the Developer shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Developer or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Developer or the failure by the Developer to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Developer.

(e) If any written representation or warranty given to the City by Developer is knowingly incorrect or incomplete in any material respect, other than statements made about or in agreements with the City that were later changed by mutual consent; and

Section 5.2. Remedies on Default.

Subject to the provisions contained in Section 8.13, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder. No remedies shall be available to a Developer with respect to default unrelated to the City's deposit, payment or performance obligations not impacting the Developer.

Section 5.3. Remedies Cumulative.

Subject to the provisions of Section 8.13 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term.

This Agreement shall remain in full force from the Effective Date of the Development Program and shall expire upon the termination of the District term unless sooner terminated pursuant to Section 3.4 or any other applicable provision of this Agreement.

Section 6.2. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTERESTS

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

The City hereby acknowledges that the Developer may from time to time pledge and assign its right, title and interest in, to and under this Agreement as collateral for any financing of the Project in the District secured by a mortgage of the Developer's Property within the District, although no obligation is hereby imposed on either of the Developers to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of and the grant of a security interest in all Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to either Developer hereunder, to third parties as collateral or security for financing such development, on one or more occasions during the term hereof. The City agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by such prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee or secured party as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder. The City agrees to execute and deliver any other documentation as shall confirm to such pledgee or assignee or secured party the position of such assignee or pledgee or secured party and the irrevocable and binding nature of this Agreement and provide to such pledgee or assignee such rights and/or remedies as Developer or such pledgee or assignee may reasonably deem necessary for the establishment, perfection and protection of its interest herein. The Developer shall be responsible for the City's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

Section 7.2. Pledge, Assignment or Security Interest.

Except as provided in Section 7.1 hereof, the Developer shall not transfer or assign any portion of their rights in, to and under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the City or the Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred. This Agreement shall be enforceable by and inure to the benefit of the successors to the Developer of the project, including any subsequent purchaser of the property or the project, subject to the requirements of any process or approval identified pursuant to Article 7 hereof.

Section 8.2. Parties-in-Interest.

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

Section 8.3. Severability.

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

Section 8.4. No Personal Liability of Officials.

(a) No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity, and neither the City Council nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of the Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of the Developer in his or her individual capacity, and no official, officer, employee or agent of the Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Notices.

All notices, certificates, requests, requisitions or other communications by the City or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the City:

City of Biddeford
205 Main Street
Biddeford, Maine 04005
Attention: City Manager

With a copy to:

Philip Saucier, Esq.
Bernstein Shur
100 Middle Street
P.O. Box 9729
Portland, ME 04104-5029

If to Marble Block Development, LLC:

c/o Bryan Holden
84 Industrial Park Rd.
Saco, ME 04072

With a copy to:

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments.

This Agreement may be amended only with the concurring written consent of the parties hereto. Section 2.3 may be amended by the City upon approval from the Commissioner without consent from the Developer as long as any change in the percentage of the Increased Assessed Value retained as Captured Assessed Value in the District pursuant to Section 2.3(a) does not affect

the amount of Tax Increment Revenues transferred to the Developer's Project Cost Subaccount of the Project Cost Account pursuant to Section 2.3(a). In the unlikely event that the Department or the State of Maine prevents the City from capturing Increased Assessed Value and/or spending Tax Increment Revenues in a manner consistent with the provisions of this Agreement or the Development Program, to the extent possible the percentages of Property Taxes paid on Increased Assessed Values listed in Section 2.3(a) hereof, and the payment obligations related thereto, shall be reduced pro rata based for the applicable Tax Year. In such circumstances, the parties agree to enter into discussions in good faith about whether an amendment hereto is warranted in response to the prevention by the State from capturing value.

Section 8.9. Reserved.

Section 8.10. Benefit of Assignees or Pledges.

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

Section 8.11. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Reserved.

Section 8.13. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, then either party may refer the dispute for resolution by one arbitrator mutually agreed to by the parties, and judgment on the award rendered by the arbitrator may be entered in any Maine state court having jurisdiction. Any such arbitration will take place in Biddeford, Maine or such other location as mutually agreed by the parties. The parties acknowledge that arbitration shall be the sole mechanism for dispute resolution under this Agreement. In the event the parties are unable to agree, within a reasonable period, on the selection of an arbitrator, each party shall appoint a neutral and the selected neutrals shall be charged with selecting an arbitrator. Provided however, that in the event the selection of an arbitrator by the parties and through neutrals fails, either party may file suit to resolve the dispute in any court having jurisdiction within the State of Maine. This arbitration clause shall not bar the City's assessment or collection of property taxes in accord with law, including by judicial proceedings, including tax lien thereof.

Section 8.14. Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the City, by entering into this Agreement, is not excusing any non-payment of taxes by the Developer. Without limiting the foregoing, the City and the Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on the respective Developer's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The City and the Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party or be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to the applicable Developer's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

CITY OF BIDDEFORD

By: _____

Name: James A. Bennett

Its City Manager, Duly Authorized by the City
Council at its meeting on March 19, 2024

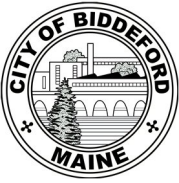
WITNESS:

BY: MARBLE BLOCK DEVELOPMENT, LLC

By: _____

Printed Name: _____

DRAFT



City Council

Meeting Date: March 19, 2024

Meeting Time: 6:00 PM

Agenda Item No: 10.c

Item Description: Emergency Operations Plan

Submitted by: Roby Fecteau (CEO/ EMA Director)

Supporting Information/Documentation:

Key Terms: N/A

Executive Summary:

All communities are required to have current adopted Emergency Operation Plan. This plan shall consist of clear and consistent guidelines to ensure the city is prepared in the event of a disaster

Detailed Review:

N/A

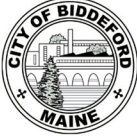
Funding Source:

N/A

Staff Recommendation:

N/A

City of Biddeford

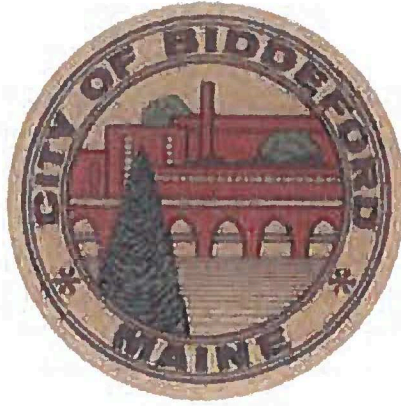
The seal of the City of Biddeford, Maine, is circular. It features a central illustration of a lighthouse on a rocky shore with waves. The words "CITY OF BIDDEFORD" are inscribed around the top inner edge, and "MAINE" is at the bottom. There are small stars on either side of the word "MAINE".

2024.35 IN BOARD OF CITY COUNCIL... {DATE}

BE IT ORDERED, that the City Council of the City of Biddeford does hereby accept the Emergency Operations Plan with disaster event suggested operational guidelines for the City of Biddeford

Attest by: _____

THE CITY OF BIDDEFORD, MAINE



EMERGENCY OPERATIONS PLAN

WITH DISASTER EVENT SOG'S
(Suggested Operational Guidelines)

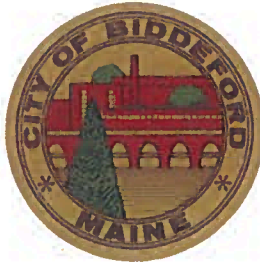


City of Biddeford Emergency Operations Plan

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PROMULGATION STATEMENT

To All Recipients:

Transmitted herewith is the revised Emergency Operations Plan with Disaster Event SOG's (Suggested Operational Guidelines) for The City of Biddeford. This plan supersedes any previous plans promulgated for this purpose. It provides a framework to use in performing emergency functions during a disaster either natural or manmade.

This Emergency Operations Plan with Disaster Event SOG's (Suggested Operational Guidelines) includes PREPAREDNESS: those activities developed to save lives and minimize damage; RESPONSE: immediate activities which prevent loss of lives and property and provide emergency assistance; RECOVERY: short and long-term activities which return all systems to normal or improved standards which is MITIGATION.

This plan will be tested, revised and updated as required. All recipients are requested to advise the Biddeford Emergency Management Agency regarding recommendations for improvement.

Mayor of Biddeford

Date



**BIDDEFORD
EMERGENCY OPERATIONS PLAN
WITH DISASTER EVENT SOG's**

The Emergency Operations Plan with Disaster Event Suggested Operational Guidelines for the City of Biddeford has been approved by:

Mayor

Date

Councilor Ward 1

Date

Councilor Ward 2

Date

Councilor Ward 3

Date

Councilor Ward 4

Date

Councilor Ward 5

Date

Councilor Ward 6

Date

Councilor Ward 7

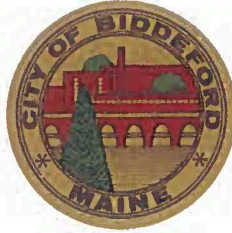
Date

Councilor At-Large

Date

Councilor At-Large

Date



DIRECTION AND CONTROL LOCAL KEY CONTACTS

POSITION	NAME	OFFICE/CELL TELEPHONE	EMAIL ADDRESS
Mayor	Martin Grohman		Martin.grohman@biddefordmaine.org
Councilor Ward 1	William Emhiser		William.emhiser@biddefordmaine.org
Councilor Ward 2	Scott Whiting		scott.whiting@biddefordmaine.org
Councilor Ward 3	Roger P. Beaupre		rogerp.beaupre@biddefordmaine.org
Councilor Ward 4	Bobby Mills		bobby.mills@biddefordmaine.org
Councilor Ward 5	Julian Schlaver		julian.schlaver@biddefordmaine.org
Councilor Ward 6	Norman R. Belanger		Norman.Belanger@Biddefordmaine.org
Councilor Ward 7	Liam LaFountain		liam.lafountain@biddefordmaine.org
Councilor At-Large	Marc Lessard		Marc.Lessard@Biddefordmaine.org
Councilor At-Large	Doris Ortiz		doris.ortiz@Biddefordmaine.org
City Administrator	James A. Bennett	284-9313	james.bennett@biddefordmaine.org
Administrative Assistant	Shelly Macneill	284-9313	shelly.macneill@biddefordmaine.org
Public Information Officer (PIO)	JoAnne W. Fisk		
Fire Chief	Lawrence Best	282-6632	lawrence.best@biddefordmaine.org
Police Chief	JoAnne W. Fisk	282-5127	joanne.fisk@biddefordmaine.org
Chief operating Officer	Brian Phinney	284-9313	Brian.phinney@biddefordmaine.org
Public Works Director	Jeff Demers	282-1579	Jeff.demers@biddefordmaine.org
EMA Director	Roby Fecteau	284-9236	Roby.fecteau@biddefordmaine.org
Code Enforcement Officer	Roby Fecteau	284-9236	Roby.fecteau@biddefordmaine.org
Public Health Officer	Roby Fecteau	284-9236	Roby.fecteau@biddefordmaine.org
Plumbing Inspector	Roby Fecteau	284-9236	Roby.fecteau@biddefordmaine.org
School Superintendent	Jeremy Ray	282-8280	jray@biddefordschools.me
Animal Control Officer			
General Assistance Office	JJ Bennett	824-9514	jj.bennett@biddefordmaine.org

DISASTER EVENT SOG'S

AIRCRAFT ACCIDENT

PLANNING:

Prior to the aircraft accident event, EMA Directors should:

Aircraft accident events are unforeseen events and unpredictable, therefore prior planning is somewhat different than other disaster events.

- Plan for immediate opening of EOC and manning phones and response activities.
- Inform city/town officials, departments and York County EMA of town's plan for immediate response.
- Coordinate with department heads so they know their responsibility if an event occurs.
- Plan for informing citizens about the severity and damages and what they can expect.
- Monitor the local broadcast media regarding Emergency Alert System activation.
- The Public Information Officer (PIO) will utilize the county emergency alert system to provide public information regarding the incident.
- Inventory supply kits: portable radios, lights, medical supplies, drinking water, food.
- Establish shelter in place or evacuation plan including routes. (evacuation plans will be situation dependent)
- Determine the availability of mobile and or portable mortuary services.
- Ensure public works has a plan to deploy detour signage. (situation dependent and will need immediate response)
- Communicate aircraft accident response plans with city/town officials, York County EMA, special teams and the volunteer organizations which will staff shelters and pet shelters.
- Use York County IMT and Command One to establish or facilitate a joint incident command center with agencies likely to respond, such as fire departments, regional hazmat teams, rescue, mortuary, etc. NOTE: According to Maine State Statute 37B, Maine State Police are by law the state entity which oversees all aircraft incidents.
- Coordinate and plan at least one exercise (table top or practical) tri-annually.

RESPONSE:

During the aircraft accident event, EMA Directors should:

- Alert Responders and Establish ICS and communicate plan with team. (ensure communication is maintained or use backup systems)
- Activate EOC
- Request York County IMT and Command One to the scene
- Call for mutual aid
- Maintain situational awareness at all times/ start immediate situation assessments / injuries or deaths/ impact to residents on ground/ damage assessments.
- Alert department heads and assess resources that may be needed.
- Inform city/town officials of specific damages occurring or that have occurred.
- Maintain communications with city/town officials and York County EMA.
- Through communications with responding agencies, determine as quickly as possible:
 - *Number of killed or injured
 - *General boundary of the affected area
 - *The general extent of damages
 - *The general extent of power or other utility disruption
 - *Immediate needs of response forces
 - *If voluntary evacuations of the population have begun
 - *Location of any triage area
 - *Location of any congregare care area established or ad hoc

AIRCRAFT ACCIDENT

Page 2

- Communicate with York County EMA regarding the Federal Aviation Administration and/or NTSB or military as appropriate.
Identify the primary liaison from the airline, airport or military.
- Activate financial tracking plan as appropriate; track resource usage, personnel, financial expenditures, etc.
- Activate an events log.
- List any shelters that are open and routes to get there.
- Update York County EMA of the situation and request any resources needed.
- Conduct the first staff briefing as soon as practical after EOC activation.
- Establish 24/7 duty roster for the BOC and/or command post.
- Activate or establish rumor control through the PIO.
- Provide the PIO with updated information to utilize the county emergency alert system and provide public information.
- Establish a schedule for briefings.
- Assess the need for evacuations and or sheltering in place.
- Keep track of areas that were evacuated and the location to which citizens were evacuated.
- Assess shelter activities: how many are open, the need to remain open or demobilize and an estimate for how long and what resources are needed for both.
- Communicate with York County EMA for reported damages to utilities and an estimate on service restoration.
- Activate formal resource request procedure and resource tracking.

NOTE: It is advisable to note the pilot is always in command of the aircraft and it is his/her responsibility, even after an accident, until the pilot is duly and properly relieved of that responsibility by the owner or company agent.

RECOVERY:

After the aircraft accident event, EMA Directors should:

- Gather damage assessment information (public, housing, business) from damage assessment teams.
- Obtain information regarding number of shelterees and support necessary for continued operation.
- Make estimate for duration period for continued shelter operations, if any.
- Assess citizen/community needs for individual assistance and or public assistance if applicable.
- As appropriate, gather additional information to include:
 - *Personnel that responded and the time involved in the response.
 - *Time sheets or time logs.
 - *Supplies used.
 - *Contracts issued.
 - *Any other expenditures
 - *Damages to public buildings, equipment, utilities, etc.
 - *Loss of life of any public servant
 - *Documents regarding economic impact.

Notation: Most costs associated with an aircraft accident are borne by the airline, the aircraft owner or pilot in command and are billable as such. Such items as volunteer response, if not a contracted service (i.e., volunteer fire department personnel) may not be reimbursable.

Develop or generate reports for the following, as appropriate:

- *City/Town Managers
- *Local elected officials
- *York County EMA
- *Others requiring or requesting reports

AIRCRAFT ACCIDENT

Page 3

- Coordinate recovery organizations including federal and state agencies and private or volunteer relief organizations.
- Ensure public officials are made aware of the assistance application process, if applicable.
- Brief city/town officials and York County EMA with updated information and disaster recovery progress.

DISASTER EVENT SOG'S

DAM FAILURE

PLANNING:

Prior to the dam failure event, EMA Directors should:

- Ensure dams are inspected regularly by the appropriate agency (i.e., MEMA).
- Contact the dam owner/operator to establish a communication plan and obtain a copy of their emergency plan.
- Utilizing the county emergency alert system, ensure that the public living in the area is kept well informed regarding the hazard.
Communicate with schools, daycare centers, hospitals, etc. regarding proper precautions and emergency actions prior to a potential dam failure, if it is likely to affect such a facility.
- Coordinate with local planning boards and inspection departments regarding building codes and code enforcement to minimize damages downstream.
- Conduct hazard analysis of vital facilities and the impact of a major dam failure on one or more of those facilities.
- Determine the availability of shelters and obtain shelter agreements if not already in place.
- Communicate with local volunteer groups or organizations which will staff shelters and pet shelters.
- Coordinate and plan at least one exercise (table top or practical) tri-annually.

RESPONSE:

During the dam failure event, EMA Directors should:

- Issue alert and warning utilizing county emergency alert system based on procedures.
- Establish communication with York County EMA and any applicable responding agencies.
- Organize or establish the EOC, based on operational procedure and activate as appropriate.
- Through communications with responding special teams or agencies, determine as quickly as possible:
 - *Number of killed or injured
 - *General boundary of the affected area
 - *The general extent of damages
 - *The general extent of power or other utility disruption
 - *Immediate needs of response forces
 - *If voluntary evacuations of the population have begun
 - *Location of any congregate care area established or ad hoc
- Establish communications with the dam owner/operator.
- Communicate with York County EMA regarding any affected electric and gas utilities.
- Request York County IMT and Command One to establish command post(s) as needed.
- Coordinate the opening of appropriate number of shelters in the appropriate areas, based on shelter procedure.
- On order, evacuate effected areas with assistance from response forces.
- Conduct the first staff briefing as soon as practical after EOC activation.
- Activate or establish rumor control through the public information officer (PIO).
- Provide the PIO with updated information.
- Establish a schedule for briefings.
- Brief city/town officials and York County EMA.
- Provide response forces with updated information, as appropriate.
- Utilizing the county emergency alert system, cause public information to be released, via the public information officer (PIO) as soon as practical.
- Issue action guidance as appropriate.
- Establish 24/7 duty roster for the EOC and/or command post.
- Develop and post any required maps or diagrams.

DAM FAILURE

Page 2

- Activate an events log and complete ICS forms.
- Review and follow resource procurement procedure.
- Inventory additional resources that may be used or called upon for use.
- Activate formal resource request procedure and resource tracking.
- Coordinate all resource requests being forwarded to the York County EMA.
- Activate financial tracking plan coordinated by the Finance Officer.
- Activate damage assessment and follow damage assessment procedure.
- Develop a 12 hour incident action plan outlining actions that must be accomplished in the next 12 hours.
- Conduct a "second shift" or relieving shift briefing to discuss with and present to your relief, the incident action plan for the next 12 hours.

RECOVERY:

After the dam failure event, EMA Directors should:

- Gather damage assessment information (public, housing, business) from damage assessment teams.
- Obtain information regarding number of shelterees and support necessary for continued operation.
- Obtain an estimated duration period for continued shelter operations, if any.
- Obtain information from the dam owner and or MBMA regarding safety, etc.
- Gather financial information from the Finance Officer.
- As appropriate, gather additional information to include:
 - *Personnel that responded and the time involved in the response.
 - *Time sheets or time logs.
 - *Supplies used.
 - *Contracts issued.
 - *Purchase orders issued.
 - *Any other expenditures
 - *Damages to public buildings, equipment, utilities, etc.
 - *Loss of life of any public servant
 - *Documents regarding economic impact.
- Develop or generate reports for the following, as appropriate:
 - *City/Town Managers
 - *Local elected officials
 - *York County EMA
 - *Others requiring or requesting reports
- Coordinate recovery organizations and private or volunteer relief organizations.
- If Presidential declaration of disaster is made, file "Request for Public Assistance" to apply for assistance as soon as possible with the state.
- Ensure public officials are made aware of the assistance application process, if applicable.
- Ensure the general public is made aware, through the public information officer, of the assistance application process, if applicable.
- Perform an incident critique as soon as possible with all possible resource organizations.
- Implement hazard mitigation or modify hazard mitigation plan accordingly.
- Brief elected officials and York County EMA with updated information and disaster recovery progress.

DISASTER EVENT SOG'S

EARTHQUAKE

PLANNING:

Prior to the earthquake event, EMA Directors should:

Earthquakes are unforeseen events and unpredictable therefore Prior planning is somewhat different than other disaster events.

- Plan for immediate opening of EOC and manning phones and response activities.
- Inform city/town officials and York County EMA of the plan for immediate response.
- Coordinate with department heads so they know their responsibility if an event occurs.
- Plan to utilize the county emergency alert system to inform citizens about the severity and damages and what they can expect.
- Communicate with the public information officer (PIO) regarding public information messaging. (pre-planned)
- Monitor the local broadcast media regarding Emergency Alert System activation.
- Communicate with schools, daycare centers, hospitals, etc. regarding proper precautions and emergency training actions prior to an earthquake.
- Monitor the US Geological Survey briefings for timely information affecting local jurisdictions.
- Coordinate and plan at least one exercise (table top or practical) tri-annually.
- Determine the availability of shelters and obtain shelter agreements if already not in place.
- Communicate with local volunteer groups or organizations which will staff the shelter and pet shelter.
- Communicate with York County EMA regarding electrical utilities and power outages.
- Inventory supply kits: portable radios, lights, medical supplies, drinking water, food.
- Establish shelter in place or evacuation plan including routes. (evacuation plans will be situation dependent)
- Ensure public works has a plan to deploy detour signage. (situation dependent and will need immediate response)
- Ensure internal staff/volunteer preparedness: supply kits at home, fuel in cars, generators fueled, etc. to reduce worry about their own families and allow for full engagement in disaster response effort.
- Communicate earthquake response plans with town/city officials, York County EMA, special teams and the volunteer groups or organizations which will staff shelters and pet shelters.

RESPONSE:

During the earthquake event, EMA Directors should:

- Activate the EOC.
- Establish ICS and communicate plan with team. (ensure communication is maintained or use backup systems)
- Maintain situational awareness at all times/ start immediate damage assessments and record details.
- Inform city/town officials and York County EMA of specific damages occurring or that has occurred.
- Utilizing the county emergency alert system, issue alert and warning to general public based on procedure, as warranted.
- Maintain communications with York County EMA and with special response teams.
- Through communications with responding agencies determine as quickly as possible:
 - *Number of killed or injured
 - *General boundary of the affected area
 - *The general extent of damages
 - *The general extent of power or other utility disruption

EARTHQUAKE

Page 2

*Immediate needs of response forces

*If voluntary evacuations of the population have begun

*Location of any triage area

*Location of any congregate care area established or ad hoc

- Monitor overall county situation.
- Establish ongoing reporting from the special response teams and private agencies.
- Establish incident command team and command post(s) as needed.
- On order, evacuate affected areas with assistance from special response teams or organizations.
- Conduct first staff briefing as soon as practical after EOC activation.
- Activate or establish rumor control through the public information officer (PIO).
- Establish a schedule for briefings.
- Brief city/town officials, York County EMA, and PIO with updated information.
- Provide special response teams with updated information, as appropriate.
- Utilizing the county emergency alert system, cause public information to be released, via the PIO as soon as practical.
- Issue action guidance as appropriate.
- Establish 24/7 duty roster for the EOC and/or command post.
- Develop and post any required maps or diagrams.
- Activate an events log.
- Review and follow resource procurement procedure.
- Inventory additional resources that may be used or called upon for use.
- Activate formal resource request procedure and resource tracking.
- Coordinate all resource requests being forwarded to the York County EMA.
- Activate financial tracking plan coordinated by the Finance Officer.
- Activate damage assessment and follow damage assessment procedure.
- Develop a 12 hour incident action plan outlining actions that must be accomplished in the next 12 hours.
- Conduct a "second shift" or relieving shift briefing and discuss with and present to your relief, the incident action plan for the next 12 hours.
- Track resource usage, personnel, financial expenditures, etc.
- Continue public information messaging with county emergency alert system.
- List any shelters that are open and routes to get there.
- Keep track of areas that were evacuated and the location to which citizens were evacuated.

RECOVERY:

After the earthquake event has occurred, EMA Directors should:

- Inform city/town officials and department heads of the situation.
- Perform damage assessment activities.
- Update York County EMA of the situation and request any resources needed.
- Coordinate with mutual aid partners.
- Assess the need for evacuations and or sheltering in place.
- Gather financial information from the Finance Officer.
- As appropriate gather additional information to include:
 - *Personnel that responded and the time involved in the response.
 - *Time sheets or time logs.
 - *Supplies used.
 - *Contracts issued.
 - *Purchase orders issued.

EARTHQUAKE

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- *Any other expenditures.
- *Damages to public buildings, equipment, utilities, etc.
- *Loss of life of any public servant.
- *Documents regarding economic impact.
- Develop or generate reports for the following, as appropriate:
 - *City/Town Managers
 - *Local elected officials
 - *York County EMA
 - *Others requiring or requesting reports.
- Coordinate recovery organizations including federal and state agencies and private or volunteer relief organizations.
- Establish donated goods management based on policy and procedure.
- Assess shelter activities: how many are open, the need to remain open or demobilize and an estimate for how long and what resources are needed for both.
- Ascertain the number of injured and deceased from medical personnel.
- If a Presidential declaration of disaster is made, file "Request for Public Assistance" to apply for assistance as soon as possible with the state.
- Ensure public officials are made aware of the assistance application process, if applicable.
- Utilizing the county emergency alert system, the PIO will ensure the general public is made aware of the assistance application process, if applicable.
- Contact water district to establish whether or not water is safe to drink.
- Assess shelter activities: how many are open, the need to remain open or demobilize and an estimate for how long and what resources are needed for both.
- Ascertain the number of injured and deceased from medical personnel.

DISASTER EVENT SOG'S

EXPLOSIVE HAZARD

PLANNING:

Prior to the explosive hazard event, EMA Directors should:

- Coordinate with any local companies that may have explosive materials.
- Provide an avenue for these companies to report explosive accidents, or potential accidents.
- Coordinate with local broadcast media to ensure timely and accurate Emergency Action System activation.
- Coordinate with schools, daycare centers, hospitals, etc. regarding proper precautions and emergency actions regarding an explosive hazard.
- Conduct hazard analysis of vital facilities and the impact of an explosion incident in or near one or more of those facilities.
- Determine the availability of mobile and/or portable mortuary services.
- Coordinate and plan at least one exercise (table top or practical) tri-annually.
- Coordinate with law enforcement for response and information.
- Establish or facilitate joint incident command with agencies likely to respond, such as fire departments, regional hazmat teams, rescue, mortuary, etc.
- Ensure fire department personnel and other responders meet or exceed OSHA 1910.120.
- Ensure responders are trained in explosive devices, explosive handling and victim extrication from collapsed facilities.
- Ensure other resource such as explosive ordinance disposal units are available and the necessary agreements are in place to obtain those resources.
- Determine the availability of shelters and obtain shelter agreements if not already in place.
- Coordinate with volunteer groups or organizations regarding the opening and staffing of shelters.

RESPONSE:

During the explosive hazard event, EMA Directors should:

- Identify immediate action or response requirements.
- Immediately carry out those action requirements necessary to preserve life and/or property, including the deployment of required resources.
- Activate the EOC as appropriate.
- Organize or establish the EOC, based on operational procedure.
- Utilizing the county emergency alert system, issue alert and warning based on procedure, as warranted.
- On order, evacuate affected areas with assistance from response or predetermined evacuation forces.
- Establish communications with responding agencies.
- Establish traffic control and security with law enforcement.
- Through communications with responding agencies, determine as quickly as possible:
 - *Number of killed or injured (if any)
 - *General boundary of the affected area
 - *The general extent of damages
 - *The general extent of power or other utility disruption
 - *Immediate needs of response forces
 - *If voluntary evacuations of the population have begun
 - *Location of any established triage area
 - *Location of any congregate care area established or ad hoc care area
- Communicate with York County EMA regarding the overall county situation.

EXPLOSIVE HAZARD

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- Establish communications with the facility reporting the explosion, if applicable.
- Request a technical liaison from law enforcement, familiar with explosive hazard, report to the EOC if practical to do so. Bombs, bomb threats, explosive devices intentionally set are criminal matters. Be aware that these may also present a terrorist threat.
- Establish communications with municipal agencies and York County EMA.
- Request explosive disposal unit, hazardous materials team or other specialized response forces if appropriate.
- Establish communications with and request a liaison from state transportation and electric and gas utilities as necessary.
- Establish communications with area schools and/or businesses that might be affected.
- Establish ongoing reporting from the response forces, private agencies and utilities.
- Establish incident command and command post(s) as needed.
- Coordinate the opening of appropriate number of shelters in the appropriate areas, based on shelter procedure.
- Conduct first staff briefing as soon as practical after EOC activation.
- Activate or establish rumor control through the public information officer (PIO).
- Establish a schedule for briefings.
- Brief city/town officials, York County BMA, utilities and PIO with updated information.
- Establish, as appropriate a Joint Information Center (JIC) with the facility.
- Provide response forces with updated information, as appropriate.
- Utilizing the county emergency alert system, cause public information to be released via the PIO as soon as practical.
- Issue action guidance as appropriate.
- Establish 24/7 duty roster for the EOC and/or command post.
- Develop and post any required maps or diagrams.
- Activate an events log.
- Activate formal resource request procedure and resource tracking according to policy and guidelines.
- Inventory additional resources that may be used or called upon for use.
- Activate financial tracking plan coordinated by the Finance Officer.
- Activate damage assessment and follow damage assessment procedure.
- Develop a 12-hour incident action plan outlining actions that must be accomplished in the next 12 hours.
- Conduct a "second shift" or relieving shift briefing.
- Discuss with and present to your relief, the incident action plan for the next 12 hours.

RECOVERY:

After the explosive hazard event has occurred, EMA Directors should:

- Gather damage assessment information (public, housing, business) from damage assessment teams.
- Obtain information from technical sources regarding explosive effects or demolition effects duration.
- Assess shelter activities: how many are open, the need to remain open or demobilize and an estimate for how long and what resources are needed for both.
- Obtain information from utilities regarding outages, length of repair, safety, etc.
- Assess citizen/community needs for individual assistance and or public assistance.
- Activate local unmet needs committee if appropriate.
- Gather financial information from the Finance Officer.
- As appropriate, gather additional information to include:
 - *Personnel that responded and the time involved with the response
 - *Time sheets or log sheets

EXPLOSIVE HAZARD

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- *Supplies used
 - *Contracts issued
 - *Purchase orders issued
 - *Any other expenditures.
 - *Damages to public buildings, equipment, utilities, etc.
 - *Loss of life of any public servant
 - *Documents regarding economic impact
- Develop or generate reports for the following, as appropriate:
 - *City/Town Managers
 - *Local elected officials
 - *York County EMA
 - *Others requiring or requesting reports
- Coordinate recovery organizations including federal and state agencies and private or volunteer relief organizations.
- Establish donated goods management based on policy and procedure.
- It will be unlikely if a small, localized explosion will cause a Presidential declaration of disaster, but if a Presidential declaration of disaster is made, file "Request for Public Assistance" to apply for assistance as soon as possible with the proper state or federal agency.
- Ensure public officials are made aware of the assistance application process, if applicable.
- Ensure the general public is made aware, through the PIO, of the assistance application process, if applicable.
- Perform an incident critique as soon as possible with all possible resource organizations.
- Review agency and self performance.
- Identify and correct any deficiencies of the plan.
- Implement hazard mitigation or modify hazard mitigation plan accordingly.
- Brief city/town officials and York County EMA with updated information and disaster recovery progress.

DISASTER EVENT SOG'S

FIXED FACILITY CHEMICAL SPILL

PLANNING:

Prior to the fixed facility chemical spill event, EMA Directors should:

- Ensure the public is well informed through Community Right to Know.
- Coordinate with local plants, businesses or other facilities that receive hazardous materials and obtain information as allowed by Community Right to Know or SARA Title III (Code of Federal Regulations).
- Provide an avenue for such facilities to report chemical spills.
- Coordinate with local broadcast media to ensure timely and accurate Emergency Action System activation.
- Coordinate with Chemtrac (800-424-9300) for timely information regarding spills.
- Coordinate with schools, daycare centers, hospitals, etc. regarding proper precautions and emergency actions prior to a chemical spill or accident.
- Coordinate and plan at least one exercise (table top or practical) bi-annually.
- Coordinate with local planning boards and inspections departments regarding building codes and code enforcement to minimize potential release of hazardous materials.
- Coordinate with State Title III Compliance department.
- Conduct hazard analysis of vital facilities and the impact of a major chemical spill on one or more of those facilities.
- Procure or produce information pamphlets for distribution to the public as appropriate.
- Coordinate with the facility for response and information.
- Establish or facilitate joint incident command concept with each facility.
- Establish or facilitate joint incident command with agencies likely to respond, such as fire departments, regional hazmat teams, etc.
- Determine the location of the nearest hazmat response team and their capability.
- Determine the availability of shelters and obtain shelter agreements if not already in place.
- Coordinate with volunteer groups or organizations regarding the opening and staffing of shelters.

RESPONSE:

During the fixed facility chemical spill event, EMA Directors should:

- Identify immediate action or response requirements. Refer to online Extremely Hazardous Substance (EHS) listing if needed.
- Refer to the facility listing for Extremely Hazardous Substances in York County if needed.
- Immediately carry out those action requirements necessary to preserve life and/or property, including the deployment of required resources.
- Activate the EOC as appropriate.
- Organize or establish the EOC, based on operational procedure.
- Utilizing the county emergency alert system, issue alert and warning based on procedure, as warranted.
- On order, evacuate affected areas with assistance from response or predetermined evacuation forces.
- Establish communications with responding agencies.
- Establish traffic control and security with law enforcement.
- Through communications with responding agencies, determine as quickly as possible:
 - *Number of killed or injured (if any)
 - *General boundary of the affected area
 - *The general extent of damages
 - *The general extent of power or other utility disruption
 - *Immediate needs of response forces

FIXED FACILITY CHEMICAL SPILL

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*If voluntary evacuations of the population have begun

*Location of any congregate care area established or ad hoc care area

- Communicate with York County EMA regarding the overall county situation.
- Establish communications with the facility reporting the spill or leak.
- Request a technical liaison from the facility to report to the EOC (or command post)
- Request hazardous materials team response if appropriate.
- Maintain situational awareness at all times.
- Maintain communications with municipal agencies, York County EMA and any electric or gas utilities if necessary.
- Establish communications with area schools and/or businesses that might be affected.
- Establish ongoing reporting from the response forces, private agencies and utilities.
- Establish incident command and command post(s) as needed.
- Coordinate the opening of appropriate number of shelters in the appropriate areas, based on shelter procedure.
- Conduct first staff briefing as soon as practical after EOC activation.
- Activate or establish rumor control through the public information officer (PIO).
- Establish a schedule for briefings.
- Brief city/town officials, York County EMA, utilities and PIO with updated information.
- Establish, as appropriate a Joint Information Center (JIC) with the carrier or manufacturer if appropriate.
- Provide response forces with updated information, as appropriate.
- Utilizing the county emergency alert system, cause public information to be released via the PIO as soon as practical.
- Issue action guidance as appropriate.
- Establish 24/7 duty roster for the EOC and/or command post.
- Develop and post any required maps or diagrams.
- Activate an events log.
- Activate formal resource request procedure and resource tracking according to policy and guidelines.
- Inventory additional resources that may be used or called upon for use.
- Activate financial tracking plan coordinated by the Finance Officer.
- Activate damage assessment and follow damage assessment procedure.
- Develop a 12-hour incident action plan outlining actions that must be accomplished in the next 12 hours.
- Conduct a "second shift" or relieving shift briefing.
- Discuss with and present to your relief, the incident action plan for the next 12 hours.

RECOVERY:

After the fixed facility chemical spill event has occurred, EMA Directors should:

- Gather damage assessment information (public, housing, business) from damage assessment teams.
- Obtain information from technical sources regarding health effects duration.
- Assess shelter activities: how many are open, the need to remain open or demobilize and an estimate for how long and what resources are needed for both.
- Obtain information from utilities regarding outages, length of repair, safety, etc.
- Assess citizen/community needs for individual assistance and or public assistance.
- Activate local unmet needs committee if appropriate.
- Gather financial information from the Finance Officer.

FIXED FACILITY CHEMICAL SPILL

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As appropriate, gather additional information to include:

- *Personnel that responded and the time involved with the response
- *Time sheets or log sheets
- *Supplies used
- *Contracts issued
- *Purchase orders issued
- *Any other expenditures.
- *Damages to public buildings, equipment, utilities, etc.
- *Loss of life of any public servant
- *Documents regarding economic impact

Notation: In most cases the person responsible for the chemical leak or spill is responsible for cleanup and all costs associated with response as well. Volunteer resources may not be reimbursable unless under contract.

Develop or generate reports for the following, as appropriate:

- *City/Town Managers
- *Local elected officials
- *York County EMA
- *Others requiring or requesting reports

- Coordinate recovery organizations including federal and state agencies and private or volunteer relief organizations.
- Establish donated goods management based on policy and procedure.
- If a Presidential declaration of disaster is made, file "Request for Public Assistance" to apply for assistance as soon as possible with the proper state or federal agency.
- Ensure public officials are made aware of the assistance application process, if applicable.
- Ensure the general public is made aware, through the PIO, of the assistance application process, if applicable.
- Perform an incident critique as soon as possible with all possible resource organizations.
- Implement hazard mitigation or modify hazard mitigation plan accordingly.
- Brief city/town officials and York County EMA with updated information and disaster recovery progress.

DISASTER EVENT SOG'S

FLOODING

PLANNING:

Flood events may occur with little notice if a storm produces significant amounts of rainfall in a short period of time.

FLOOD WARNINGS:

Warnings are issued when flooding is imminent or occurring. Forecasts will typically advise of expected severity of the flooding, areas that may be affected and approximate timing of events.

Prior to the flooding event, EMA Directors should:

- Determine the need for/timing of opening EOC.
- Inform city/town officials, department heads and York County EMA of the plan.
- Coordinate with department heads.
- Monitor the National Weather Service regarding timely watches and warnings affecting local jurisdictions.
- Utilizing the county emergency alert system, ensure the public is well informed regarding flood watches and warnings.
- Communicate with schools, daycare centers, hospitals, etc. regarding proper precautions and emergency actions prior to a flooding event.
- Communicate with the public information officer (PIO) regarding public information messaging.
- Ensure the community is a participant in the National Flood Insurance Program (NFIP).
- Determine the availability of shelters and obtain shelter agreements if not already in place.
- Communicate with volunteer groups or organizations which will staff shelters and pet shelter.
- Inventory supply kits: portable radios, lights, medical supplies, drinking water, food.
- Establish evacuation plan including routes.
- If necessary, evacuate low lying areas to higher ground.
- Contact public works to deploy detour signage.
- Communicate with York County EMA regarding public information messages about electric utilities and power outages.
- Determine locations where sandbags can be obtained and a plan of who/when to fill them.
- Ensure internal staff/volunteer preparedness: supply kits at home, fuel in cars, generators fueled, etc. to reduce worry about their own families and allow for full engagement in disaster response effort.
- Coordinate and plan at least one exercise (table top or practical) tri-annually.

RESPONSE:

During the flooding event, EMA Directors should:

- Activate the EOC as appropriate.
- Utilizing the county emergency alert system, issue alert and warning based on procedure, as warranted.
- Establish ICS and communicate plan with team.
- Establish communications with York County EMA and responding agencies.
- Through communications with responding agencies, determine as quickly as possible:
 - *Number of killed or injured (if any)
 - *General boundary of the affected area
 - *The general extent of damages
 - *The general extent of power or other utility disruption
 - *Immediate needs of response forces

FLOODING

Page 2

*If voluntary evacuations of the population have begun

*Location of any congregate care area established or ad hoc

- Monitor overall county situation.
- Maintain situational awareness at all times.
- Maintain communications with municipal agencies and York County EMA.
- Identify liaison from electric and gas utilities if necessary.
- Establish ongoing reporting from the special response teams.
- Establish incident command and command post(s) as needed.
- Coordinate the opening of appropriate number of shelters in the appropriate areas, based on shelter procedure.
 - On order, evacuate effected areas with assistance from special response teams.
- List any shelters that are open and routes to get there.
- Conduct first staff briefing as soon as practical after EOC activation.
- Utilizing the county emergency alert system, cause public information to be released via the PIO as soon as practical.
- Activate or establish rumor control through the PIO.
- Establish a schedule for briefings.
- Brief city/town officials and York County EMA.
- Utilizing the county emergency alert system, continue public information messaging through the PIO.
- Provide PIO with updated information and the special response teams, as appropriate.
- Issue action guidance as appropriate.
- Establish 24/7 duty roster for the EOC and/or command post.
- Develop and post any required maps or diagrams.
- Activate an events log.
- Activate formal resource request procedure and resource tracking according to policy and guidelines.
- Inventory additional resources that may be used or called upon for use.
- Activate financial tracking plan coordinated by the Finance Officer.
- Activate damage assessment and follow damage assessment procedure.
- Develop a 12 hour incident action plan outlining actions that must be accomplished in the next 12 hours.
- Track resource usage, personnel, financial expenditures, etc.
- Keep track of areas that were evacuated and the location to which citizens were evacuated.
- Conduct a "second shift" or relieving shift briefing and discuss with and present to your relief, the incident action plan for the next 12 hours.

RECOVERY:

After the flooding event has occurred, EMA Directors should:

- Inform city/town officials and department heads.
- Gather damage assessment information (public, housing, business) from damage assessment teams.
- Update York County EMA of the situation and request any resources needed.
- Coordinate with mutual aid partners.
- Assess citizen/community needs for individual assistance and or public assistance.
- Gather financial information from the Finance Officer.
- Assess shelter activities: how many are open, the need to remain open or demobilize and an estimate for how long and what resources are needed for both.
- As appropriate, gather additional information to include:
 - *Personnel that responded and the time involved with the response
 - *Time sheets or log sheets
 - *Supplies used

FLOODING

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- *Contracts issued**
 - *Purchase orders issued**
 - *Any other expenditures.**
 - *Damages to public buildings, equipment, utilities, etc.**
 - *Loss of life of any public servant**
 - *Documents regarding economic impact**
- Develop or generate reports for the following, as appropriate:**
 - *City/Town Managers**
 - *Local elected officials**
 - *York County EMA**
 - *Others requiring or requesting reports**
- Evacuate people and animals who may be stranded in flooded areas.**
- Contact water district to establish whether or not water is safe to drink.**
- Communicate with York County EMA regarding power outages and restoration estimates.**
- Ascertain the number of injured and deceased from medical personnel.**
- Coordinate recovery organizations including private or volunteer relief organizations.**
- If a Presidential declaration of disaster is made, file "Request for Public Assistance" to apply for assistance as soon as possible with the state.**
- Ensure public officials are made aware of the assistance application process, if applicable.**
- Ensure the general public is made aware, through the PIO, of the assistance application process, if applicable.**

DISASTER EVENT SOG'S

HURRICANE

PLANNING:

HURRICANE WARNINGS:

Warnings are issued 72 hours ahead of time. Once hurricanes travel north of Cape Hatteras they pick up speed which will reduce our preparation time.

Prior to hurricane, EMA Directors should:

- Closely track the storm's path and plan decisions based on estimated timing of arrival.
- Determine the need for/timing of opening EOC.
- Inform city/town officials, departments and York County EMA of town's plan.
- Coordinate with department heads.
- Plan to open shelters and communicate with volunteer groups or organizations which will staff them.
- Communicate with the public information officer (PIO) regarding public information messaging utilizing the county emergency alert system.
- Inform citizens:
 - *Evacuation routes and how the message will get out should they need to evacuate.
 - *House preparation- close windows, doors and hurricane shutters and/or board up windows, clearing yards, disaster kits.
 - *The attached "Hurricane Information for General Public" lists recommendations for citizens.
- Inventory supply kits: portable radios, lights, medical supplies, drinking water, food.
- Call YCEMA at 207-324-1578 to obtain Hurricane Preparation Conference Call schedule for the coming days.
- Establish overall evacuation plan including evacuation routes.
- Coordinate with inland jurisdictions to host evacuating population.
- Contact public works to deploy detour signage.
- Ensure internal staff/volunteer preparedness: supply kits at home, fuel in cars, generators fueled, etc. to reduce worry about their own families and allow for full engagement in disaster response effort.
- Communicate with/stage special teams, volunteer organizations, etc. to staff shelters and pet shelters.

RESPONSE:

During the hurricane event, EMA Directors should:

- Activate the EOC as appropriate.
- Utilizing the county emergency alert system, issue alert and warning based on procedure, as warranted.
- On order, evacuate affected areas.
- Establish traffic control and security with law enforcement.
- Establish ongoing reporting with the city/town officials, response forces and York County EMA.
- Conduct first staff briefing as soon as practical after EOC activation.
- Activate or establish rumor control through the public information officer (PIO).
- Establish a schedule for briefings.
- Brief city/town officials, response forces and York County EMA.
- Provide PIO with updated information.
- Establish 24/7 duty roster for the EOC and/or command post.

HURRICANE

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- Activate an events log.
- List any shelters that are open and routes to get there.
- Review and follow resource procurement procedure.
- Inventory additional resources that may be used or called upon for use.
- Activate formal resource request procedure and resource tracking.
- Coordinate all resource requests being forwarded to the County.
- Activate financial tracking plan and track resource usage, personnel, financial expenditures, etc.
- Activate damage assessment and follow damage assessment procedure.
- Develop a 12 hour incident action plan outlining actions that must be accomplished in the next 12 hours.
- Keep track of areas that were evacuated and the location to which citizens were evacuated.

RECOVERY:

After hurricane has occurred, EMA Directors should:

- Gather damage assessment information (public, housing, business) from damage assessment teams.
- Update city/town officials and York County BMA of the situation and request any resources needed.
- Coordinate with mutual aid partners.
- Assess shelter activities: how many are open, the need to remain open or demobilize and an estimate for how long and what resources are needed for both.
- Evacuate people and animals who may be stranded in damaged areas.
- Obtain information from utilities regarding outages, length of repair, safety, etc.
- Contact water district to establish whether or not water is safe to drink.
- Assess citizen/community needs for individual assistance and or public assistance.
- Activate local unmet needs committee if appropriate.
- As appropriate gather additional information to include:
 - *Personnel that responded and the time involved in the response.
 - *Time sheets or time logs.
 - *Supplies used.
 - *Contracts issued.
 - *Purchase orders issued.
 - *Any other expenditures.
 - *Damages to public buildings, equipment, utilities, etc.
 - *Loss of life of any public servant.
 - *Documents regarding economic impact.
- Develop or generate reports for the following, as appropriate:
 - *City/Town Officials and York County EMA
 - *Others requiring or requesting reports.
- Coordinate recovery organizations including private or volunteer relief organizations.
- If a Presidential declaration of disaster is made, file "Request for Public Assistance" to apply for assistance as soon as possible with the proper state or federal agency.
- Ensure public officials are made aware of the assistance application process, if applicable.
- Ensure the general public is made aware, through the public information officer, of the assistance application process, if applicable.
- Perform an incident critique as soon as possible with all possible response organizations.
- Ascertain the number of injured and deceased from medical personnel.
- Deliver post-hurricane safety tips to public:
 - *Listen to local officials for updates and instructions.

HURRICANE

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- *Check-in with family and friends by texting or using social media.
- *Return home only when authorities indicate it is safe.
- *Watch out for debris and downed power lines.
- *Avoid walking or driving through flood waters. Just 6 inches of moving water can knock you down and fast-moving water can sweep your vehicle away.
- *Avoid flood water as it may be electrically charged from underground or downed power lines and may hide dangerous debris or places where the ground is washed away.
- *Photograph the damage to your property in order to assist in filing an insurance claim.
- *Do what you can to prevent further damage to your property, (e.g., putting a tarp on a damaged roof), as insurance may not cover additional damage that occurs after the storm.

Review agency and self-performance.

Identify and correct any deficiencies of the plan.

Implement hazard mitigation or modify hazard mitigation plan accordingly.

Brief elected officials with updated information and disaster recovery progress.

HURRICANE INFORMATION FOR THE GENERAL PUBLIC

- **36 HOURS BEFORE:**
 - Turn on your TV or radio in order to get the latest weather updates and emergency instructions.
 - Build or restock your emergency preparedness kit. Include a flashlight, batteries, cash, and first aid supplies.
 - Plan how to communicate with family members if you lose power. For example, you can call, text, email or use social media. Remember that during disasters, sending text messages is usually reliable and faster than making phone calls because phone lines are often overloaded.
 - Review your evacuation plan with your family. You may have to leave quickly so plan ahead.
 - Keep your car in good working condition, and keep the gas tank full; stock your vehicle with emergency supplies and a change of clothes

- **18-36 HOURS BEFORE:**
 - Bookmark your city or county website for quick access to storm updates and emergency instructions.
 - Bring loose, lightweight objects inside that could become projectiles in high winds (e.g., patio furniture, garbage cans); anchor objects that would be unsafe to bring inside (e.g., propane tanks); and trim or remove trees close enough to fall on the building.
 - Cover all of your home's windows. Permanent storm shutters offer the best protection for windows. A second option is to board up windows with 5/8" exterior grade or marine plywood, cut to fit and ready to install.

- **6-18 HOURS BEFORE:**
 - Turn on your TV/radio, or check your city/county website every 30 minutes in order to get the latest weather updates and emergency instructions.
 - Charge your cell phone now so you will have a full battery in case you lose power.

- **6 HOURS BEFORE:**
 - If you're not in an area that is recommended for evacuation, plan to stay at home or where you are and let friends and family know where you are.
 - Close storm shutters, and stay away from windows. Flying glass from broken windows could injure you.
 - Turn your refrigerator or freezer to the coldest setting and open only when necessary. If you lose power, food will last longer. Keep a thermometer in the refrigerator to be able to check the food temperature when the power is restored.
 - Turn on your TV/radio, or check your city/county website every 30 minutes in order to get the latest weather updates and emergency instructions.

DISASTER EVENT SOG'S

MAJOR POWER FAILURE

PLANNING:

Prior to a major power failure, EMA Directors should:

- Coordinate with local electric utilities for information affecting local jurisdictions, obtain historical information on average outages and extended outages. Gather emergency contact information from each utility that provides service.
- Coordinate with schools, daycare centers, nursing homes, rest homes, hospitals, etc. in proper precautions and emergency actions prior to a major power failure. Encourage the purchase and installation of emergency generators.
- Coordinate with local planning boards and inspections departments regarding building codes and code enforcement to minimize damages that might occur from a prolonged power failure.
- Conduct hazard analysis of vital facilities and the impact of a major power failure on one or more of those facilities. Encourage such facilities to incorporate stand by generators in their respective emergency plan.
- Coordinate with local broadcast media to ensure timely and accurate Emergency Action System activation.
- Procure or produce information pamphlets for distribution to the public with assistance from utilities. "What to do When the Lights Go Out".
- Determine the availability of shelters and obtain shelter agreements if not already obtained.
- Coordinate with volunteer groups or organizations regarding shelter operations and staffing for the shelters.

RESPONSE:

Notation: Most major power failures are the result of other incidents such as winter storms, tornados, etc. You should refer to the specific cause/event checklist.

During the major power failure, EMA Directors should:

- Identify immediate action or response requirements.
- Immediately carry out those action requirements necessary to preserve life and or property, including the deployment of required resources.
- Activate the EOC as appropriate.
- Organize or establish the EOC, based on operational procedure.
- Issue alert and warning utilizing the county emergency alert system based on procedure, as warranted.
- Establish communications with responding agencies.
- Through those communications, determine as quickly as possible:
 - *General boundary of the affected area.
 - *The general extent of power or other utility disruption.
 - *Immediate needs of response forces or utilities.
 - *Estimated time of repair or duration of outage.
 - *Estimated population affected.
- Communicate with York County EMA regarding the overall county situation.
- Monitor the National Weather Service forecasts for information regarding estimated duration of conditions related to the major power failure.
- Establish ongoing reporting from the response forces and utilities.
- Establish incident command.
- Coordinate with volunteer groups or organizations regarding opening and staffing of shelters in the appropriate areas, based on shelter procedures.
- Conduct first staff briefing as soon as practical after EOC activation.

MAJOR POWER FAILURE

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- Activate or establish rumor control through the public information officer (PIO).
- Establish a schedule for briefings.
- Brief city/town officials and the York County EMA of the situation and request any resources needed.
- Provide the PIO with updated information.
- Provide the response forces with updated information, as appropriate.
- Cause public information to be released via the PIO utilizing the county emergency alert system as soon as practical.
- Issue action guidance as appropriate.
- Establish 24/7 duty roster for the EOC and/or command post.
- Develop and post any required maps or diagrams.
- Activate an events log.
- Review and activate formal resource procurement procedures and resource tracking.
- Inventory additional resources that may be used or called upon for use.
- Activate financial tracking plan coordinated by the Finance Officer.
- Activate damage assessment and follow damage assessment procedures.
- Develop a 12-hour incident action plan outlining actions that must be accomplished in the next 12 hours.
- Conduct a "second shift" or relieving shift briefing.
- Discuss with and present to your relief, the incident action plan for the next 12 hours.

RECOVERY:

After the major power failure event, EMA Directors should:

- Gather damage assessment information (public, housing, business) from damage assessment teams.
- Gather information from York County EMA regarding potential for prolonged outages.
- Obtain information regarding number of shelterees and support necessary for continued operation.
- Make estimate for duration period for continued shelter operations, if any.
- Assess citizen/community needs for individual assistance and or public assistance if applicable.
- Activate local unmet needs committee if appropriate.
- Gather financial information from the Finance Officer.
- As appropriate, gather additional information to include:
 - *Personnel that responded and the time involved in the response.
 - *Time sheets or time logs.
 - *Supplies used.
 - *Contracts or purchase orders issued.
 - *Any other expenditures.
 - *Damages to public buildings, equipment, utilities, etc.
 - *Loss of life of any public servant
 - *Documents regarding economic impact.
- Coordinate recovery organizations including federal and state agencies and private or volunteer relief organizations.
- Establish donated goods management based on policy and procedure.
- Local power outages are unlikely to lead to a Presidential declaration of disaster, however, if a Presidential declaration of disaster is made, file "Request for Public Assistance" to apply for assistance as soon as possible with the proper agency.
- Ensure public officials are made aware of the assistance application process, if applicable.
- Ensure the general public is made aware, through the PIO, of the assistance application process, if applicable.
- Perform an incident critique as soon as possible with all response organizations.
- Implement hazard mitigation or modify hazard mitigation plan accordingly.
- Brief city/town officials and York County EMA with updated information and disaster recovery progress.

DISASTER EVENT SOG'S

NUCLEAR ACCIDENT

PLANNING:

Prior to the nuclear accident event, EMA Directors should:

- Ensure the public living in the area is kept well informed regarding potential hazards associated with a nuclear facility or nuclear materials.
- Coordinate with the nuclear facility owner or the Nuclear Regulatory Commission as appropriate for timely information affecting local jurisdictions.
- Coordinate with schools, daycare centers, hospitals, etc. regarding proper precautions and emergency actions prior to a potential nuclear accident, if it is likely to affect such a facility.
- Ensure evacuation routes are clearly established and well-marked.
- Coordinate with local broadcast media to ensure timely and accurate Emergency Action System activation.
- Ensure that the warning systems in place at the facility are appropriate, meet regulations and are coordinated with the county.
- Conduct hazard analysis of vital facilities and the impact of a nuclear accident or failure on one or more of those facilities.
- Procure or produce information pamphlets for distribution to the public if appropriate.
- Coordinate and plan at least one exercise (table top or practical) bi-annually.
- Ensure exercises are conducted in accordance with FEMA and NRC requirements.
- Ensure that all facilities that hold nuclear materials, including medical facilities are known and properly placarded.
- Pre-determine locations for reception, congregate care and decontamination areas for the public or evacuation population.
- Determine the availability of shelters and obtain shelter agreements if not already in place.
- Communicate with local volunteer groups or organizations which will staff shelters and pet shelters.
- Pre-determine traffic control and security road block locations and requirements for each affected area.
- Conduct training in radiological monitoring for responding personnel.
- Conduct training in emergency worker decontamination.
- Conduct annual back-up alert training.
- Conduct annual school training.
- Ensure appropriate equipment such as dosimetry, radiation detection instruments, etc. are procured, checked and kept calibrated.
- Ensure that facility and the York County Seabrook Plan are updated and in accordance with the state plan.
- Ensure that surrounding counties are coordinated in mutual aid responses.
- Carry out other planning actions necessary under NUREG, FEMA or state guidance.

RESPONSE:

During the nuclear accident event, EMA Directors should:

- Upon notification, activate the EOC as appropriate.
- Follow EOC Operational Procedure.
- Establish communications with the nuclear facility owner/operator.
- Establish communications with the York County EMA and the state.
- Establish incident command.
- Ensure appropriate radiation procedures are followed.
- Ensure that appropriate established procedures are followed as appropriate to the facility condition.
- Establish command posts, traffic control points and security road blocks where planned.

NUCLEAR ACCIDENT

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- Establish communications with EAS stations following the Alert and Warning procedure.
- Establish communications with responding agencies.
- Communicate with York County EMA regarding overall county effect and calculations on plume pathway if applicable.
- Assist the Radiological officer to assess initial potential for radiation exposure to the general population in the immediate or affected area.
- Ensure EALs (Emergency Action Levels) are current. (Nuclear power stations)
- Coordinate the opening of appropriate number of shelters and decontamination stations in the appropriate areas, in anticipation of evacuation.
- If schools are in session, discuss evacuation procedures and prepare to evacuate such schools if recommended to do so.
- Establish communications with area schools, and/or businesses that might be affected.
- Ensure that all actions are coordinated with facility, state and federal agencies and surrounding counties.
- Communicate with York County EMA regarding overall county situation.
- Request a technical liaison from the facility report to the EOC (or command post).
- Establish ongoing reporting from the response forces, private agencies and utilities.
- Establish incident command.
- Establish command post(s) as needed.
- Coordinate the opening of appropriate number of shelters in the appropriate areas, based on shelter procedure.
- Conduct the first staff briefing as soon as practical after EOC activation.
- Activate or establish rumor control through the public information officer (PIO).
- Establish a schedule for briefings.
- Brief city/town officials and York County EMA.
- Provide PIO and response forces with updated information.
- Establish as appropriate, a Joint Information Center (JIC) with the facility.
- Utilizing the county emergency alert system, cause public information to be released, via the public information officer (PIO) as soon as practical.
- Issue action guidance as appropriate.
- Establish 24/7 duty roster for the EOC and/or command post.
- Develop and post any required maps or diagrams.
- Activate an events log and complete ICS forms.
- Review and follow resource procurement procedure.
- Inventory additional resources that may be used or called upon for use.
- Activate formal resource request procedure and resource tracking.
- Coordinate all resource requests being forwarded to the York County EMA.
- Activate financial tracking plan coordinated by the Finance Officer.
- Activate damage assessment and follow damage assessment procedure.
- Develop a 12 hour incident action plan outlining actions that must be accomplished in the next 12 hours.
- Conduct a "second shift" or relieving shift briefing to discuss with and present to your relief, the incident action plan for the next 12 hours.

RECOVERY:

After the nuclear accident event, EMA Directors should:

- Coordinate emergency worker decon and ensure all returning equipment is properly decontaminated.

NUCLEAR ACCIDENT

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- Obtain information from the facility owner regarding length of repair, safety, etc.
- Gather damage assessment information (public, housing, business) from damage assessment teams.
- Obtain information from technical sources regarding health effects duration.
- Obtain information regarding number of shelterees and support necessary for continued operation.
- Obtain an estimated duration period for continued shelter operations, if any.
- Obtain information from utilities regarding outages, length of repair safety, etc.
- Assess citizen/community needs for individual assistance and or public assistance.
- Activate local unmet needs committee if appropriate.
- Gather financial information from the Finance Officer.
- As appropriate, gather additional information to include:
 - *Personnel that responded and the time involved in the response.
 - *Time sheets or time logs.
 - *Supplies used.
 - *Contracts issued.
 - *Purchase orders issued.
 - *Any other expenditures.
 - *Damages to public buildings, equipment, utilities, etc.
 - *Loss of life of any public servant
 - *Documents regarding economic impact.

Notation: In most cases the facility responsible for a radiological event and radiation incidents are responsible for all costs associated with response. Volunteer resources may not be reimbursable unless under contract. Documentation is essential.

Develop or generate reports for the following, as appropriate:

- *City/Town Managers
- *Local elected officials
- *York County EMA
- *Others requiring or requesting reports
- Coordinate recovery organizations and private or volunteer relief organizations.
- Establish donated goods management based on policy and procedure.
- If Presidential declaration of disaster is made, file "Request for Public Assistance" to apply for assistance as soon as possible with the state.
- Ensure public officials are made aware of the assistance application process, if applicable.
- Ensure the general public is made aware, through the public information officer, of the assistance application process, if applicable.
- Perform an incident critique as soon as possible with all possible resource organizations.
- Identify and correct any deficiencies in the plan.
- Implement hazard mitigation or modify hazard mitigation plan accordingly.
- Brief elected officials and York County EMA with updated information and disaster recovery progress.

DISASTER EVENT SOG'S

TORNADO

PLANNING:

TORNADO WARNINGS:

A tornado is a violent storm with whirling winds of tremendous speed. It appears as a rotating, funnel-shaped cloud that extends toward the ground from the base of a thundercloud. It spins like a top and may sound like a roaring train.

Tornado Watch: Conditions are favorable for a tornado to develop.

***NOTE:** Because tornadoes form very quickly, all alert and warning actions need to begin at the watch stage*

Tornado Warning: A tornado is imminent, has been indicated on radar or has actually been sighted.

Prior to tornado, EMA Directors should:

***NOTE:** A tornado event can happen very quickly and there may not always be time to plan far in advance for this type of hazard*

- Inform citizens of tornado watches and warnings; send out immediate alerts.
- Maintain situational awareness of National Weather Service updates and recommendations.
- Coordinate public information messaging- news release, social media, county PIO, etc. Ensure timely and accurate Emergency Action System activation.
- Inform city/town officials, departments and York County EMA of town's plan.
- Determine the need for opening EOC if time allows.
- Coordinate with department heads.
- Coordinate with schools, daycare centers, hospitals, etc. in proper precautions and emergency actions prior to a tornado.
- Locate and prepare a safe room within the building in the event that staff needs to seek shelter.
- Inventory supply kits: portable radios, lights, medical supplies, drinking water, food.
- Ensure internal staff/volunteer preparedness: supply kits at home, fuel in cars, generators fueled, etc. to reduce worry about their own families and allow for full engagement in disaster response effort.
- Determine the availability of shelters and obtain shelter agreements if not previously done.
- Communicate with volunteer groups or organizations which will staff the shelters and pet shelters.
- Coordinate with local planning boards and inspections departments regarding building codes and code enforcement to minimize damages.
- Conduct hazard analysis of vital facilities and the impact of a tornado on one or more of those facilities.
- Procure or produce information pamphlets for distribution to the public, as applicable.
- Coordinate and plan at least one exercise (table top or practical) tri-annually.

RESPONSE:

During the tornado event, EMA Directors should:

- Seek shelter in a safe room such as a basement or the most interior room of the building.
- Immediately carry out those action requirements necessary to preserve life and or property, including the deployment of required resources.
- Organize or establish the EOC, based on operational procedure.
- Activate the EOC as appropriate.
- Establish ICS and communicate plan with team.
- Maintain situational awareness at all times.

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- Maintain communications with municipal and regional agencies and York County EMA.
- Issue alert and warnings utilizing the county emergency alert system based on procedure, as warranted.
- On order, evacuate affected areas with assistance from response forces.
- Establish traffic control and security with law enforcement.
- Establish communications with responding agencies.
- Through communications with responding agencies, determine as quickly as possible:
 - *Number of killed or injured (if any)
 - *General boundary of affected area
 - *The general extent of damages
 - *The general extent of power or other utility disruption
 - *Immediate needs of response forces
 - *If voluntary evacuations of the population have begun
 - *Location of any congregate care area established or ad hoc
- Evaluate overall county situation.
- Monitor communications from the National Weather Service.
- Establish communications with and request a liaison from state transportation and electric and gas utilities as necessary.
- Establish ongoing reporting from the response forces, private agencies and utilities.
- Coordinate with public agencies regarding the opening of appropriate number of shelters in the appropriate areas, based on shelter procedure.
- Conduct first staff briefing as soon as practical after EOC activation.
- Activate or establish rumor control through the public information officer (PIO).
- Establish a schedule for briefings.
- Brief city/county/agency/utility executives.
- Provide PIO and response forces with updated information.
- Cause public information to be released utilizing the county emergency alert system, via the public information officer (PIO) as soon as practical.
- Issue action guidance as appropriate.
- Establish 24/7 duty roster for the EOC and/or command post.
- Develop and post any required maps or diagrams.
- Activate an events log.
- Review and follow resource procurement procedure.
- Inventory additional resources that may be used or called upon for use.
- Activate formal resource request procedure and resource tracking.
- Track resource usage, personnel, financial expenditures, etc. according to financial tracking plan from Finance Officer.
- Coordinate all resource requests being forwarded to the State.
- Continue public information messaging including open shelters and routes to get there.
- Activate damage assessment and follow damage assessment procedure.
- Keep track of areas that were evacuated and the location to which citizens were evacuated.
- Develop a 12 hour incident action plan outlining actions that must be accomplished in the next 12 hours.
- Conduct a "second shift" or relieving shift briefing.
- Discuss with and present to your relief, the incident action plan for the next 12 hours.

RECOVERY:

After tornado has occurred EMA Directors should:

- Gather damage assessment information (public, housing, business) from damage assessment teams.

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- Obtain information from public agencies regarding number of shelterces, support necessary for continued operation and estimated duration period for continued shelter operations, if any.
- Obtain information from utilities regarding outages, length of repair, safety, etc.
- Assess citizen/community needs for individual assistance and or public assistance.
- Inform community officials and department heads of updates.
- Update York County EMA of the situation and request any resources needed.
- Coordinate with mutual aid partners.
- Contact water district to establish whether or not water is safe to drink.
- Contact power companies for reported damages and an estimate on service restoration.
- Gather financial information from the Finance Officer.
- As appropriate, gather information to include:
 - *Personnel that responded and the time involved in the response
 - *Time sheets or time logs
 - *Supplies used
 - *Contracts issued
 - *Purchase orders issued
 - *Any other expenditures
 - *Damages to public buildings, equipment, utilities, etc.
 - *Loss of life of any public servant
 - *Documents regarding economic impact
- Develop or generate reports for the following, as appropriate:
 - *City/Town Managers
 - *Local elected officials
 - *York County EMA
 - *Others requiring or requesting reports
- Coordinate recovery organizations including private or volunteer relief organizations.
- If a Presidential declaration of disaster is made, file "Request for Public Assistance" to apply for assistance as soon as possible with the proper state or federal agency.
- Ensure public officials are made aware of the assistance application process, if applicable.
- Ensure the general public is made aware, through the public information officer, of the assistance application process, if applicable.
- Ascertain the number of injured and deceased from medical personnel.
- Perform an incident critique as soon as possible with all possible response organizations.
- Review agency and identify and correct any deficiencies in the plan.
- Implement hazard mitigation or modify hazard mitigation plan accordingly.
- Brief elected officials with updated information and disaster recovery progress.

DISASTER EVENT SOG'S

TRANSPORTATION CHEMICAL SPILL

PLANNING:

Prior to the transportation chemical spill event, EMA Directors should:

- Ensure the public is well informed regarding transportation issues regarding hazardous materials.
- Coordinate with local broadcast media to ensure timely and accurate Emergency Action System activation.
- Coordinate with local plants, businesses or other facilities that receive hazardous materials and obtain information as allowed by Community Right to Know or SARA Title III (Code of Federal Regulations). Provide an avenue for transient transportation companies to report chemical spills – i.e., 911.
- Coordinate with Chemtrac (800-424-9300) for timely information regarding spills.
- Coordinate with local transportation departments or state departments of transportation regarding potential for specifying truck routes for hazmat carriers, avoiding densely populated areas.
- Coordinate with schools, daycare centers, hospitals, etc. regarding proper precautions and emergency actions prior to a transportation chemical spill or accident.
- Obtain transportation information from DMV or other state agencies regarding the number of trucks passing through in a 24-hour time period, thus calculating your risk potential.
- Coordinate and plan at least one exercise (table top or practical) tri-annually.
- Conduct hazard analysis of vital facilities and the impact of a major chemical spill on one or more of those facilities.
- Establish or facilitate joint incident command with agencies likely to respond, such as fire departments, regional hazmat teams, etc.
- Ensure fire department personnel and other responders meet or exceed OSHA 1910.120.
- Determine the location of the nearest hazmat response team and their capability.
- Determine the availability of shelters and obtain shelter agreements if not already in place.
- Coordinate with volunteer groups or organizations regarding the opening and staffing of shelters.

RESPONSE:

During the transportation chemical spill event, EMA Directors should:

- Identify immediate action or response requirements. Refer to online Extremely Hazardous Substance (EHS) listing if needed.
- Immediately carry out those action requirements necessary to preserve life and/or property, including the deployment of required resources.
- Activate the EOC as appropriate.
- Organize or establish the EOC, based on operational procedure.
- Utilizing the county emergency alert system, issue alert and warning based on procedure, as warranted.
- On order, evacuate affected areas with assistance from response or predetermined evacuation forces.
- Establish communications with responding agencies.
- Establish traffic control and security with law enforcement.
- Through communications with responding agencies, determine as quickly as possible:
 - *Number of killed or injured (if any)
 - *General boundary of the affected area
 - *The general extent of the spill
 - *The general extent of traffic route disruption
 - *Immediate needs of response forces
 - *If voluntary evacuations of the population have begun
 - *Location of any congregate care area established or ad hoc care area

TRANSPORTATION CHEMICAL SPILL

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- Coordinate with the shipping company for response and information.
- Communicate with York County EMA regarding overall county situation.
- Establish communications with the transporter reporting the spill or leak.
- Request a technical liaison from the facility report to the EOC (or command post).
- Request hazardous materials team response if appropriate.
- Establish communications with and request a liaison from state transportation and electric and gas utilities as necessary.
- Establish communications with area schools, and/or businesses that might be affected.
- Establish ongoing reporting from the response forces, private agencies and utilities.
- Establish incident command and command post(s) as needed.
- Coordinate the opening of appropriate number of shelters in the appropriate areas, based on shelter procedure.
- Conduct first staff briefing as soon as practical after EOC activation.
- Activate or establish rumor control through the Public Information Officer (PIO).
- Establish a schedule for briefings.
- Brief city/town officials, York County EMA and PIO with updated information.
- Establish, as appropriate, a Joint Information Center (JIC) with the carrier or manufacturer if appropriate.
- Provide response forces with updated information, as appropriate.
- Utilizing the county emergency alert system, continue public information messaging through the PIO.
- Issue action guidance as appropriate.
- Establish 24/7 duty roster for the EOC and/or command post.
- Develop and post any required maps or diagrams.
- Activate an events log.
- Activate formal resource request procedure and resource tracking according to policy and guidelines.
- Inventory additional resources that may be used or called upon for use.
- Activate financial tracking plan coordinated by the Finance Officer.
- Activate damage assessment and follow damage assessment procedure.
- Develop a 12 hour incident action plan outlining actions that must be accomplished in the next 12 hours.
- Track resource usage, personnel, financial expenditures, etc.
- Keep track of areas that were evacuated and the location to which citizens were evacuated.
- Conduct a "second shift" or relieving shift briefing and discuss with and present to your relief, the incident action plan for the next 12 hours.

RECOVERY:

After the transportation chemical spill, EMA Directors should:

- Gather damage assessment information (public, housing, business) from damage assessment teams.
- Obtain information from technical sources regarding health effects duration.
- Assess shelter activities: how many are open, the need to remain open or demobilize and an estimate for how long and what resources are needed for both.
- Obtain information from utilities regarding outages, length of repair, safety, etc.
- Assess citizen/community needs for individual assistance and or public assistance.
- Activate local unmet needs committee if appropriate.
- Gather financial information from the Finance Officer.
- As appropriate, gather additional information to include:
 - *Personnel that responded and the time involved with the response
 - *Time sheets or log sheets
 - *Supplies used
 - *Contracts issued

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- *Purchase orders issued
- *Any other expenditures
- *Damages to public buildings, equipment, utilities, etc.
- *Loss of life of any public servant
- *Documents regarding economic impact

Notation: In most cases, the person responsible for the chemical leak or spill is responsible for cleanup and all costs associated with response as well. Volunteer resources may not be reimbursable unless under contract.

- Develop or generate reports for the following, as appropriate:
 - *City/Town Managers
 - *Local elected officials
 - *York County BMA
 - *Others requiring or requesting reports
- Coordinate recovery organizations including federal and state agencies and private or volunteer relief organizations.
- Establish donated goods management based on policy and procedure.
- If a Presidential declaration of disaster is made, file "Request for Public Assistance" to apply for assistance as soon as possible with the proper state or federal agency.
- Ensure public officials are made aware of the assistance application process, if applicable.
- Ensure the general public is made aware, through the PIO, of the assistance application process, if applicable.
- Perform an incident critique as soon as possible with all possible response organizations.
- Review agency and self performance.
- Identify and correct any deficiencies of the plan.
- Implement hazard mitigation or modify hazard mitigation plan accordingly.
- Brief city/town managers, local elected officials and York County BMA with updated information and disaster recovery progress.

DISASTER EVENT SOG'S

WILDFIRE

PLANNING:

WILDFIRE WARNINGS: Warnings are issued when fire threat is elevated. The warnings may be based on the level of threat from the National Fire Danger Rating System Description: 1. Low (green), 2. Moderate (blue), 3. High (yellow), 4. Very high (orange), 5. Extreme (red).

Prior to wildfire, EMA Directors should:

- Ensure the public is well informed regarding fire potential, especially during drought conditions.
- Coordinate with fire departments regarding response capability and the resources they will need to fight such fires.
- Coordinate with state and federal fire-fighting agencies as appropriate. Acquire planning assistance from the Maine Forest Service.
Coordinate with local planning boards and inspections departments regarding building codes and code enforcement to minimize damages that might occur from major fires.
- Coordinate public information messaging:
 - o Clean roof and gutters
 - o Maintain an area approximately 30' away from your home that is free of anything that will burn, such as wood piles, dried leaves, newspapers and other brush
 - o Connect garden hoses long enough to reach any area of the home and fill garbage cans, tubs, or other large containers with water.
 - o Review your homeowner's insurance policy and also prepare/update a list of your home's contents
 - o Listen to local news stations, weather radios, social media, etc. for latest updates
- Inventory supply kits: portable radios, lights, medical supplies, drinking water, food.
- Ensure internal staff/volunteer preparedness: supply kits at home, fuel in cars, generators fueled, etc. to reduce worry about their own families and allow for full engagement in disaster response effort.
- Conduct hazard analysis of vital facilities and the impact of a major fire on one or more of those facilities. Encourage such facilities to incorporate fire plans and evacuation plans in their respective emergency plan. Ensure fire departments have conducted inspections and pre-plans.
- Coordinate with local broadcast media to ensure timely and accurate Emergency Alert System activation.
- Determine the availability of shelters and obtain shelter agreements if appropriate.
- Coordinate with public agencies, special teams, local volunteer organizations, etc. to staff shelters and pet shelters.

RESPONSE:

During the wildfire event, EMA Directors should:

- Identify immediate action or response requirements.
Immediately carry out those action requirements necessary to preserve life and/or property, including the deployment of required resources.
- Activate the EOC as appropriate.
- Inform city/town officials and York County EMA of town's plan.
- Coordinate with department heads.
- Utilizing the county emergency alert system, issue alert and warning based on procedure, as warranted.
- Determine need for preplanned evacuations.
On order, evacuate affected areas with assistance from response or predetermined evacuation forces.
- Establish ICS and communicate plan with team.

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- Establish communication with responding agencies.
- Establish communications with Maine Forest Service and/or fire scene commander.
- Maintain situational awareness at all times. Keep track of fire lines, wind direction and speed.
- Evacuate areas before fire approaches (manage evacuation routes).
- Establish traffic control and security with law enforcement.
- Maintain communications with municipal and regional agencies and York County EMA.
- Through communications with responding agencies, determine as quickly as possible:
 - *Number of killed or injured (if any)
 - *General boundary of the affected area
 - *The general extent of fire and exposures
 - *The general extent of traffic route disruption
 - *Immediate needs of response forces
 - *If voluntary evacuations of the population have begun
 - *Location of any congregate care area established
- Track resource usage, personnel, financial expenditures, etc.
- Continue public information messaging.
- List any shelters that are open and routes to get there.
- Keep track of areas that were evacuated and the location to which citizens were evacuated.
- Coordinate with the fire scene commander for information.
- Establish communications with area schools, and/or businesses that might be affected.
- Establish ongoing reporting with the city/town officials, response forces and York County EMA.
- Establish incident command if not already established by Maine Forest Service.
- Establish command post(s) as needed.
- Coordinate opening the appropriate number of shelters in the appropriate areas, based on shelter procedure.
- Conduct first staff briefing as soon as practical after EOC activation.
- Activate or establish rumor control through the public information officer (PIO).
- Establish a schedule for briefings.
- Brief city/town officials and York County EMA.
- Provide PIO with updated information.
- Provide response forces with updated information, as appropriate.
- Cause public information to be released, via the PIO as soon as practical.
- Issue action guidance as appropriate.
- Establish 24/7 duty roster for the EOC and/or command post.
- Develop and post any required maps or diagrams.
- Activate an events log.
- Review and follow resource procurement procedure.
- Inventory additional resources that may be used or called upon for use.
- Coordinate all resource requests being forwarded to the York County EMA.
- Activate financial tracking plan.
- Activate damage assessment and follow damage assessment procedure.
- Develop a 12 hour incident action plan outlining actions that must be accomplished in the next 12 hours.
- Conduct a "second shift" or relieving staff briefing.
- Discuss with and present to your relief, the incident action plan for the next 12 hours.

RECOVERY

After wildfire has occurred, EMA Directors should:

Gather damage assessment information (public, housing, business) from damage assessment teams or Maine Forest Service.

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- Obtain information from CDC/EPA regarding health effects (i.e., smoke) duration.
- Obtain information regarding number of shelterees, estimated duration period for shelter operations and support and supplies necessary for continued operations.
- Obtain information regarding power outages, length of repair, safety, etc.
- Assess citizen/community needs for individual assistance and/or public assistance.
- Update city/town officials, department heads and York County EMA of the situation and request any resources needed.
- Coordinate with mutual aid partners.
- Gather financial information.
- As appropriate gather additional information to include:
 - *Personnel that responded and the time involved in the response
 - *Time sheets or time logs
 - *Supplies used
 - *Contracts issued
 - *Purchase orders issued
 - *Any other expenditure
 - *Damages to public buildings, equipment, utilities, etc.
 - *Loss of life of any public servant
 - *Documents regarding economic impact
- Develop or generate reports for the following, as appropriate:
 - *City/Town Managers
 - *Local elected officials
 - *York County EMA
 - *Others requiring or requesting reports
- Coordinate recovery organizations including private or volunteer relief organizations.
- Establish donated goods management based on policy and procedure.
- It is unlikely a Presidential declaration of disaster will be declared for local fires. However, if a Presidential declaration of disaster is made, file "Request for Public Assistance" to apply for assistance as soon as possible with the proper state or federal agency.
- Ensure public officials are made aware of the assistance application process, if applicable.
- Ensure the general public is made aware, through the PIO, of the assistance application process, if applicable.
- Ascertain the number of injured and deceased from medical personnel.
- Perform an incident critique as soon as possible with all possible response organizations.
- Identify and correct any deficiencies of the plan.
- Implement hazard mitigation or modify hazard mitigation plan accordingly.
- Brief city/town officials and York County EMA with updated information and disaster recovery progress.

DISASTER EVENT SOG'S

WINTER STORM/ICE STORM

PLANNING:

Prior to the winter storm or ice storm event, EMA Directors should:

- Ensure the public is well informed regarding winter storm and ice storm watches and warnings.
- Monitor the National Weather Service for timely watches and warnings affecting local jurisdictions.
- Monitor the local broadcast media regarding Emergency Alert System activation.
- Inform town officials, departments and county EMA of town's plan for immediate response.
- Coordinate with department heads so they know their responsibility if an event occurs.
- Conduct hazard analysis of vital facilities and the impact of a major winter storm on one or more of those facilities. Plan for informing citizens about the severity and what they can expect.
- Communicate with the public information officer (PIO) regarding public information messaging. Communicate with schools, daycare centers, hospitals, etc. regarding proper precautions and emergency actions prior to winter storms.
- Inventory supply kits: portable radios, lights, medical supplies, drinking water, food. Plan for staffing the EOC.
- Determine the availability of shelters and obtain shelter agreements if not already in place. Communicate with local volunteer groups or organizations which will staff shelters and pet shelters.
- Communicate with York County EMA to obtain Maine Department of Transportation (MDOT) information regarding road conditions and local power utilities information concerning power outages and restoration estimates.
- Coordinate and plan at least one exercise (table top or practical) tri-annually.

RESPONSE:

During the winter storm or ice storm event, EMA Directors should:

- Identify immediate action or response requirements.
- Immediately carry out those action requirements necessary to preserve life and or property, including the deployment of required resources.
- Organize, establish and activate the EOC, based on operational procedure.
- Utilizing the County emergency alert system, currently RAVE, issue alert and warning based on procedure, as warranted.
- Alert department heads and assess resources that may be needed. Inform town officials of specific damages occurring or that has occurred. Maintain communications with municipal and regional agencies and York County EMA. Establish traffic control, motorist assistance and security with law enforcement if necessary.
- Activate formal resource request procedure and resource tracking. Through communications with agencies, determine as quickly as possible:
 - *Number of injured or killed (if any)
 - *General boundary of the effected area (community wide?)
 - *The general extent of damages
 - *The general extent of power outages or other utility disruption
 - *Immediate needs of special response teams – fire, police, public works, etc.
- Evaluate overall community situation.
- Establish ongoing reporting from the response forces, private agencies and utilities.
- Establish incident command and command post(s) as needed.
- Coordinate the opening of appropriate number of shelters in the appropriate areas, based on shelter procedure. Conduct first staff briefing as soon as practical after EOC activation

WINTER STORM/ICE STORM

Page 2

- Activate or establish rumor control through the public information officer (PIO).
- Establish a schedule for briefings.
- Brief town or city officials and York County EMA.
- Provide PIO and response forces with updated information.
- Cause public information to be released, via the PIO as soon as practical.
- Issue action guidance as appropriate.
- Establish 24/7 duty roster for the BOC and/or command post.
- Develop and post any required maps or diagrams.
- Activate an events log.
- Review and follow resource procurement procedure.
- Inventory additional resources that may be used or called upon for use.
- Activate formal resource request procedure, resource tracking and financial tracking plan coordinated by the Finance Officer.
- Activate damage assessment and follow damage assessment procedure.
- Develop a 12 hour incident action plan outlining actions that must be accomplished in the next 12 hours.
- Conduct a "second shift" or relieving shift briefing and present and discuss the incident action plan for the next 12 hours.

RECOVERY:

After the winter storm or ice storm event, EMA Directors should:

- Gather damage assessment information (public, housing, business) from damage assessment teams.
- Obtain information regarding number of shelterees and support necessary for continued operation.
- Make estimate for duration period for continued shelter operations, if any.
- If there are power outages, obtain information from utilities or York County EMA regarding outages, estimated restoration timeframe and any safety concerns.
- Assess citizen/community needs for individual assistance and or public assistance if applicable.
- Gather financial information from the Finance Officer.
- As appropriate, gather additional information to include:
 - *Personnel that responded and the time involved in the response.
 - *Time sheets or time logs.
 - *Supplies used.
 - *Contracts or purchase orders issued.
 - *Any other expenditures.
 - *Damages to public buildings, equipment, utilities, etc.
 - *Loss of life of any public servant
 - *Documents regarding economic impact.
- Develop or generate reports for the following, as appropriate:
 - *City/Town Managers
 - *Local elected officials
 - *York County EMA
 - *Others requiring or requesting reports
- Coordinate recovery organizations including federal and state agencies and private or volunteer relief organizations.
- Ensure public officials are made aware of the assistance application process, if applicable.
- Ensure the general public is made aware, through the PIO, of the assistance application process, if applicable.
- Brief elected officials with updated information and disaster recovery progress.
- Review the agency, self performance and deficiencies of the plan.
- Correct any deficiencies with new policy or procedures or training.
- Implement hazard mitigation or modify hazard mitigation accordingly.

65

Alert/Warn Citizens

Conference Calls

Rave Alerts

Emails/Social Media

Power Outage Reporting - York County EMA Direct Contact with CMP

Dispatch Centers

Fire Depts.

Police Depts.

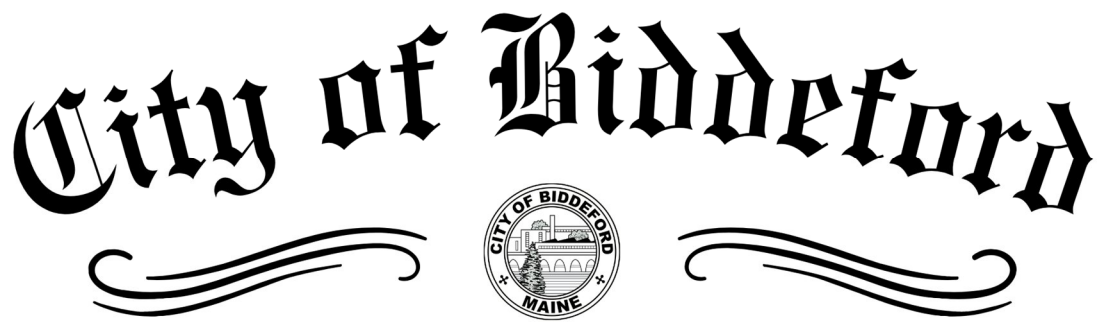
Track and Report Road Closures

Track Shelters

Use Social Media for Announcements

Sheltering

Road Status



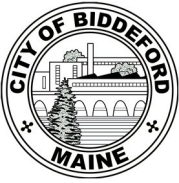
2023.36

IN BOARD OF CITY COUNCIL...March 19, 2024

BE IT ORDERED, that the City Manager enter into an agreement with Ducas Construction for Change Orders #1 & #3, increasing the total project award to Ducas Construction from \$3,653,698.00 to \$4,053,485.92 for the City Hall Renovation Project. The net additional funds allocated to the project, in addition to those authorization under Order 2023.112, totals \$128,945.92.

Note: The net additional allocation shall come from the unallocated Capital Funding Analysis discussed as part of the September 5, 2023 meeting.

Attest by:_____



Finance Committee/City Council

Meeting Date: March 19, 2023

Meeting Time: 6:00 PM

Agenda Item No: 10.d.

Item Description: 2024.36) Approval/City Hall Renovations Project C.O.S. 1-3

Submitted by: Phil Radding, Owner's Rep & Project Mgr

Supporting Information/Documentation:

C.O. #1 – Storefront and Window Sashes

C.O. #2 – Window Limiters (Not Requested)

C.O. #3 – Windows 212 and 212a

Key Terms:

"N/A"

Executive Summary:

Request for additional funding for Change Orders #1, #2, and #3. The Change Order #1 is for the front windows at street level to replicate historic windows at City Clerks offices. Change Order #3 is for windows located between the second and third floors in the stair tower. Change Order #2 is for window limiters and is not being recommended.

Detailed Review:

Three change orders (C.O.s) have been submitted by Ducas Construction for the window portion of the City Hall Renovation Project:

C.O. #1 – Storefront Windows and Sashes. This C.O. is for the removal, manufacture and installation of the at-grade window at street level.

C.O. #2 – Window Limiters. This C.O. is for window limiters. This C.O. is not being recommended. A copy is provided to provide continuity with C.O. numbering.

C.O. #3 – Windows 212/212a (stair tower windows). This C.O. is for the removal, manufacture and installation of the windows in the Adams Street side of the clock tower in the stairwell.

At the time of the signing of the contract with Ducas Construction for the renovation work here at City Hall a glass company who could provide historically correct glass had not been sourced for the windows at the ground floor level, main street side. \$150,000 had been set aside as an estimate for these windows once a manufacturer who could replicate the windows could be identified. Creative Glass Systems of Tullytown, PA will be able to manufacture what is needed. Ducas Construction will have the sashes duplicated for these windows.

Windows for the stair tower, C. O. #3, will be provided by Jacob Glass using Pella Windows. Windows for this area were not specified at the time the contract was signed.

Funding Source:

Under Order 2023.112, the City Council provided authorization to enter into a contract with Ducas Construction in the amount of \$3,924,540.00 to include a window contingency of \$15,000.00. Upon contract signing the negotiated amount was \$3,653,698.00 due to scope reductions and identification of a window manufacturer for the balance of the windows. Subtracting the negotiated amount from the authorized amount leaves \$270,842.00. With the recommendation to authorize C.O. #1 and C.O. #3, the balance is -\$128,945.92 ($\$360,889.51 + \$38,898.41 - \$270,842 = -\$128,945.92$). Therefore staff is requesting authorization to execute C.O.s #1 & #3, resulting in approval for an additional \$128,945.92.

The funding source is from the unassigned Capital Funding Analysis work from the September 5, 2023 meeting of the City Council.

Staff Recommendation:

Recommend authorizing C.O. #1 and C.O. #3. C.O. #2 is not recommended for approval.



40 Center Street
Suite 1
Scarborough ME 04074
(207)-303-0634

Change Request

Request#: 1

Request Date: 12/08/2023

OCO 001 - Storefront Windows and Sashes

License:

To: City of Biddeford
205 Main Street - Suite 207
P.O. Box 586
Biddeford ME 04005

Project: 297
Biddeford City Hall
205 Main Street - Suite 207
P.O. Box 586
Biddeford ME 04005

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By: 44 Annie Tremaine

Customer Order: 297

Specifications Attached ☐

Item #	Description of Work	Requested Value
1	Openings AG09/10, AG11/12, AG13/14 Creative Glass - AG 09/11/13 = \$2,897.56 x 3 = \$8,692.69 Creative Glass - AG 10/12/14 = \$827.88 x 3 = \$2,483.63 Creative Glass Sales Tax = \$614.70 Window Sash - \$18,000 x 3 = \$54,000.00 OH & P = \$6,743.58	72,534.60
2	Openings AG15/16 Creative Glass - AG15 = \$2,665.34 Creative Glass - AG16 = \$883.07 Creative Glass Sales Tax = \$195.16 Window Sash = \$9,000 OH & P = \$1,306.22	14,049.79
3	Openings AG17/18, AG19/20, AG21/22 Creative Glass - AG17/19/21 = \$5,444.72 x 3 = \$16,334.17 Creative Glass - AG18/20/22 = \$883.07 x 3 = \$2,649.20 Creative Glass Sales Tax = \$1,044.09	81,615.27

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

360,889.51

The original Contract Sum was	3,653,698.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	3,653,698.00
The Contract Sum will be changed by this Change Order	360,889.51
The new Contract Sum including this Change Order will be	4,014,587.51
The Contract Time will be changed by	0 Days

Owner: _____ Date: _____

Contractor: _____ Date: _____

Architect: _____ Date: _____

Change Order

Order: 1

Continued...

Date: 02/08/2024

Item #	Description of Work	Requested Value
	Custom Window Sash - $\$18,000 \times 3 = \$54,000$ OH & P = \$7,587.81	
4	Curved Openings AG23/24, AG25/26 Creative Glass - AG23/25 = $\$24,258.68 \times 2 = \$48,517.35$ Creative Glass - AG24/26 = $\$3,795.13 \times 2 = \$7,590.27$ Creative Glass Sales Tax = \$3,085.92 Custom Curved Window Sash = $\$26,000 \times 2 = \$52,000$ OH & P = \$11,397.34 **Glass will be 1/4" chemically strengthened laminated.	122,590.88
5	Openings AG27/29, AG30/32 Creative Glass - AG27/30 = $\$6,071.54 \times 2 = \$12,143.09$ Creative Glass - AG29/32 = $\$1,076.24 \times 2 = \$2,152.48$ Creative Glass Sales Tax = \$786.26 Custom Window Sash - $\$20,000 \times 2 = \$40,000.00$ OH & P = \$5,645.89	60,727.72
6	Crating and Shipping Creative Glass Crating and Shipping = \$1,900 OH & P = \$194.75	2,094.75
7	Ducas Planning and Coordination 8hrs/opening x 11 openings = 88 hours \$75/hour x 88hrs = \$6,600 OH & P = \$676.50	7,276.50

Notes

Creative Glass Systems Inc.

901 William Leigh Drive, Tullytown, PA 19007

Tel: 267 202 6553 Fax: 855 260 9393

Quotation

Job Name	DATE	2/8/2024
Biddeford City Hall	PAGE	1 of 1
	OUR REF.	E23-1076Rev2b

Web: Creativeglasssystems.com Email: sales@creativeglasssystems.com

To: Patrick Ducas	Email: Patrick Ducas <patrickd@ducasconstruction.com>	
COMPANY	JOB SITE	ARCHITECTS
Ducas Construction Inc.	Biddeford City Hall	Artifex Architects & Engineers
Address	Address	Address
40 Center Street – Suite 1 Scarborough, ME 04074	205 Main St Biddeford, ME, 04005	175 Exchange Street Bangor, ME 04401
Tel: 207-939-9448	Cell 207-939-9448	DELIVERY TBC

DESCRIPTION OF WORK

O/A IGU SIZE	3/4"			LEAD TYPE			PERIMETER LEAD		YES	
OUTBOARD LITE	Clear		3/16"	SIDE	1		TYPE			
AIR/ARGON	ARGON		3/8"	TYPE		Classic hammered 5/8" lead strip	Classic hammered 5/8" lead strip			
INBOARD LITE	Clear W/ Low E		3/16"	PUTTY	NONE		PUTTY	NONE		
LOW E	YES			SURFACE FINISH		NATURAL	SURFACE FINISH		NATURAL	
LOW E TYPE		TBA		SIDE	4		SOLDERED C/O'S		YES	
LEADED GLASS UNITS	YES			TYPE		Classic hammered 5/8" lead strip	LOGOS	NO LOGOS (CERTIFIED)		
GRIDS IN UNITS	YES			PUTTY	NONE		EDGE BITE	7/16		
SPACER BAR COLOR	Black	SIZE	Standard	SURFACE FINISH		NATURAL	WARRANTY		10 Years	
EDGE SEALANT		INT MUNTIN BAR		YES		NOTES: Custom Grid Pattern Curved units made from 1/4" laminated, Chemically stregnthened lites, Without internal grids				
PRIMARY	pib	SIZE								
SECONDARY	BUTYL	COLOR		D BRONZE						
	NON SUBMITTED									

QUOTATION SHEET

Item No	Window type	Quantity	Unit Description	O/A Of Unit	Annealed/ Tempered	Glass Shape	Dia/sq pattern	Price Each	Total Price per type
			Width	Height			Across	Down	
P1	AG09-11-13 Type 1	3	59 1/2	97 1/2	3/4"	TEMPERED	REC		\$2,897.56
P2	AG10-12-14 Type 4	3	59 1/2	26 1/2	3/4"	TEMPERED	REC		\$827.88
P3	AG15 Type 6	1	63 1/2	27 1/2	3/4"	TEMPERED	REC	SQ 9 4	\$2,665.34
P4	AG16 Type 4	1	63 1/2	27 1/2	3/4"	TEMPERED	REC		\$883.07
P5	AG17-19-21 Type 2	3	63 1/2	101 1/2	3/4"	TEMPERED	REC	SQ 5 9	\$5,444.72
P6	AG18-20-22 Type 4	3	63 1/2	27 1/2	3/4"	TEMPERED	REC		\$883.07
P7	AG23-25 Type 3 Curved	2	63 1/2	101 1/2	3/4"	TEMPERED	REC	SQ 5 9	\$24,258.68
P8	AG24-26 Type 5 Curved	2	43 1/2	27 1/2	3/4"	TEMPERED	REC		\$3,795.13
P9	AG27-30 Type 2	2	76 7/8	99 2/3	3/4"	TEMPERED	REC	SQ 5 9	\$6,071.54
P10	AG29-32 Type 4	2	76 3/8	26 15/16	3/4"	TEMPERED	REC	SQ	\$1,076.24

AG 27-30 be same style AG21-22. Single units with leaded grid pattern

GLASS SUMMARY TOTAL FOR THIS BID

ANNEALED UNITS	0	RECTANGLE UNITS	24
TEMPERED UNITS	20	SHAPED UNITS	0
LAMINATED UNITS	4	NOTCHED UNITS	0
TOTAL UNITS FOR BID	24		

Sub Total		\$104,111.28
Sales Tax	5.5% See Note Below	\$5,726.12
Energy Surcharge	1.5% included	\$0.00
Crating		\$0.00
Crating & Shipping		\$1,900.00
Total for this bid		\$111,737.40
deposit required	50%	\$55,868.70
Full payment on completion of order		\$55,868.70

Prepared by: Marc Sibley

Terms

Payment is required on delivery of final unit
Lead times start from date of deposit
and approved Unit dimensions

Notes: Remit to: Creative Glass Systems, Inc

Sales Tax will not be charged if valid exemption form submitted
Late payment will be charged an addition 1.5% per month

I accept the above quotation and will abide by the above terms
Signature: Print Name

Title

APPLIED LEADED DUAL SEAL INSULATING GLASS UNIT LIMITED WARRANTY

THIS DUAL SEAL INSULATING GLASS UNIT PRODUCT (THE "PRODUCT") SOLD BY THE COMPANY NAMED ABOVE (THE "COMPANY") UNDER THE ITEMS LISTED BELOW IS WARRANTED FOR TEN (10) YEARS FROM THE DATE OF MANUFACTURE, UNDER NORMAL CONDITIONS OF USE TO SUFFER NO DELAMINATION OF SURFACE LEAD PRODUCT AND NO MATERIAL OBSTRUCTION OF VISION DUE TO ACCUMULATION OF DUST, MOISTURE OR FILM ON THE INTERNAL SURFACE OF THE GLASS CAUSED BY DEFECTS IN MATERIALS OR WORKMANSHIP

ALL CLAIMS PURSUANT OF THIS LIMITED WARRANTY MUST BE PRESENTED IN WRITING BY THE PURCHASER OF THE PRODUCT (THE "PURCHASER") TO CREATIVE GLASS SYSTEMS INC. 7128 N. RADCLIFFE ST. BRISTOL PA 19007, WITHIN 30 DAYS OF THE PURCHASER LEARNING THE FACTS UPON WHICH THE CLAIM IS BASED.

NO WARRANTY CLAIM WILL BE MADE AFTER THE PASSAGE OF THE APPLICABLE WARRANTY PERIOD. ANY REPLACEMENT MADE, THE LIMITED WARRANTY ON THE REPLACEMENT GLASS SHALL EXTEND ONLY FOR THE BALANCE OF THE ORIGINAL LIMITED WARRANTY PERIOD OF THE FAILED PRODUCTS. IN THE EVENT OF AN INSULATED GLASS UNIT FAILING AND IT IS FIRMLY ESTABLISHED AS TO BEING THE FAULT OF THE MANUFACTURER, THE MANUFACTURER RESERVES THE RIGHT TO USE ITS OWN CONTRACTORS TO REPLACE THE FAULTY PRODUCT(S). THE COMPANY SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES.

THE COMPANY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY DAMAGE TO ANY PRODUCT CAUSED BY, IMPROPER INSTALLATION, ANY INSTALLATION NOT PERFORMED IN A GOOD WORKMANLIKE MANNER IN ACCORDANCE WITH INDUSTRY STANDARDS ABUSE, DAMAGE OR BREAKAGE CAUSED BY PERSONS OTHER THAN EMPLOYEES OR AGENT OF THE COMPANY WHILE BEING HANDLED OR INSTALLED, THE COMPANY RESERVES THE RIGHT TO INSPECT ANY PRODUCT THAT IS ALLEGED BY THE PURCHASER TO BE DEFECTIVE. FAILURE TO AFFORD THE COMPANY THE RIGHT TO INSPECT ALLEGEDLY DEFECTIVE PRODUCT PROMPTLY UPON THE PURCHASER BECOMING AWARE OF ANY DEFECT THEREIN VOIDS THIS LIMITED WARRANTY.

THIS LIMITED WARRANTY SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OR PROVINCE OF PENNSYLVANIA

FOR AND BEHALF OF THE CREATIVE GLASS SYSTEMS, INC.



175 Exchange Street
Bangor, Maine 04401
Phone:
207-974-3028 Fax:
207-941-1921
www.artifexae.com

BOILER LEVEL & GROUND FLOOR PLANS		
PROJ. NUMBER:	2022155	DRAWN BY: EDJ
REV.	DATE	DESCRIPTION

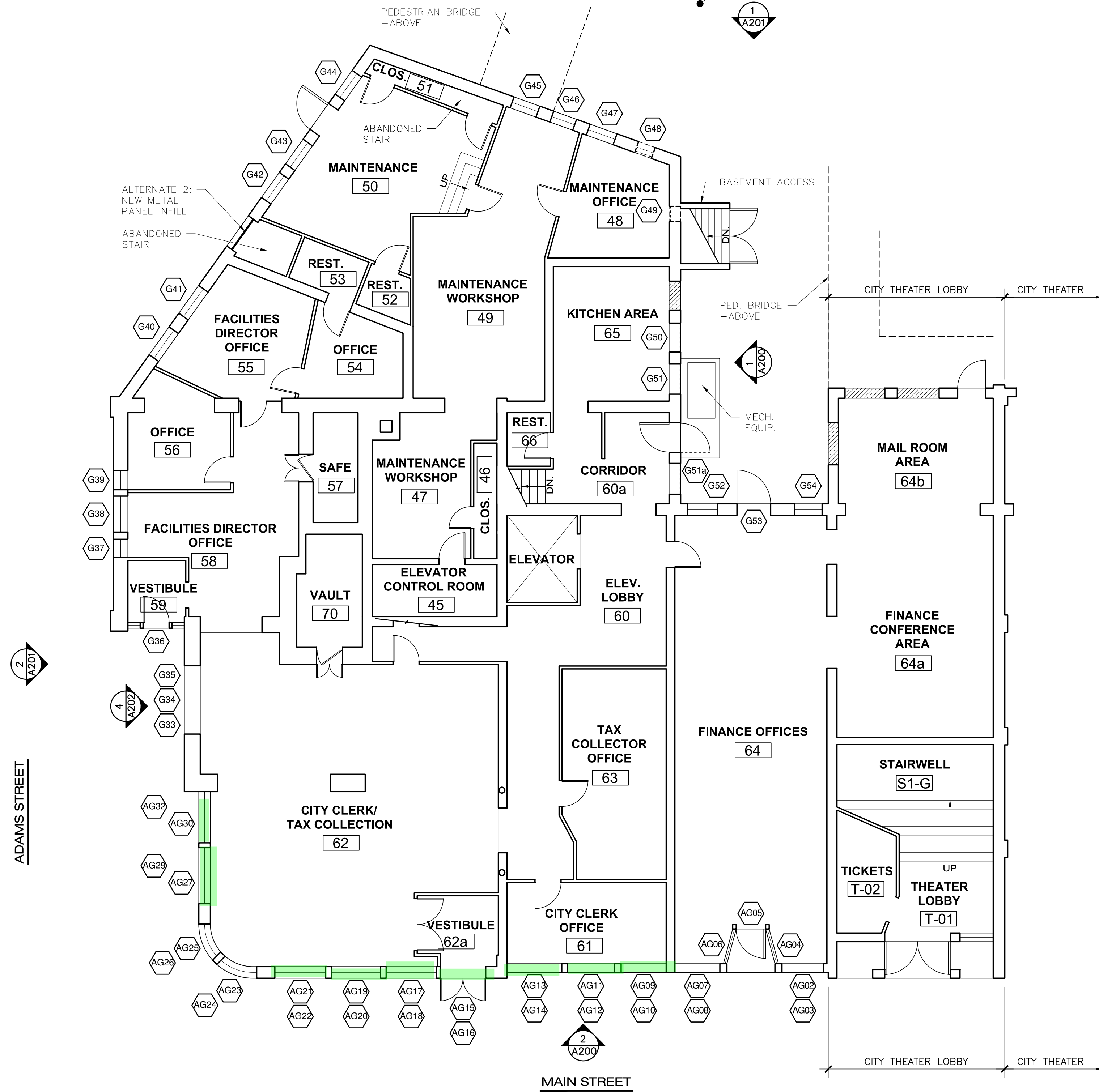
CITY OF BIDDEFORD
RENOVATIONS TO BIDDEFORD CITY HALL
205 MAIN ST. BIDDEFORD, ME

DATE: JUNE 23, 2023

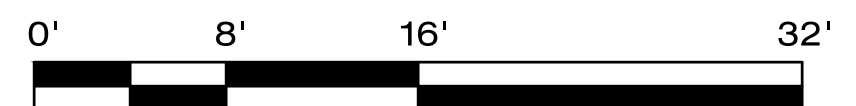
A100

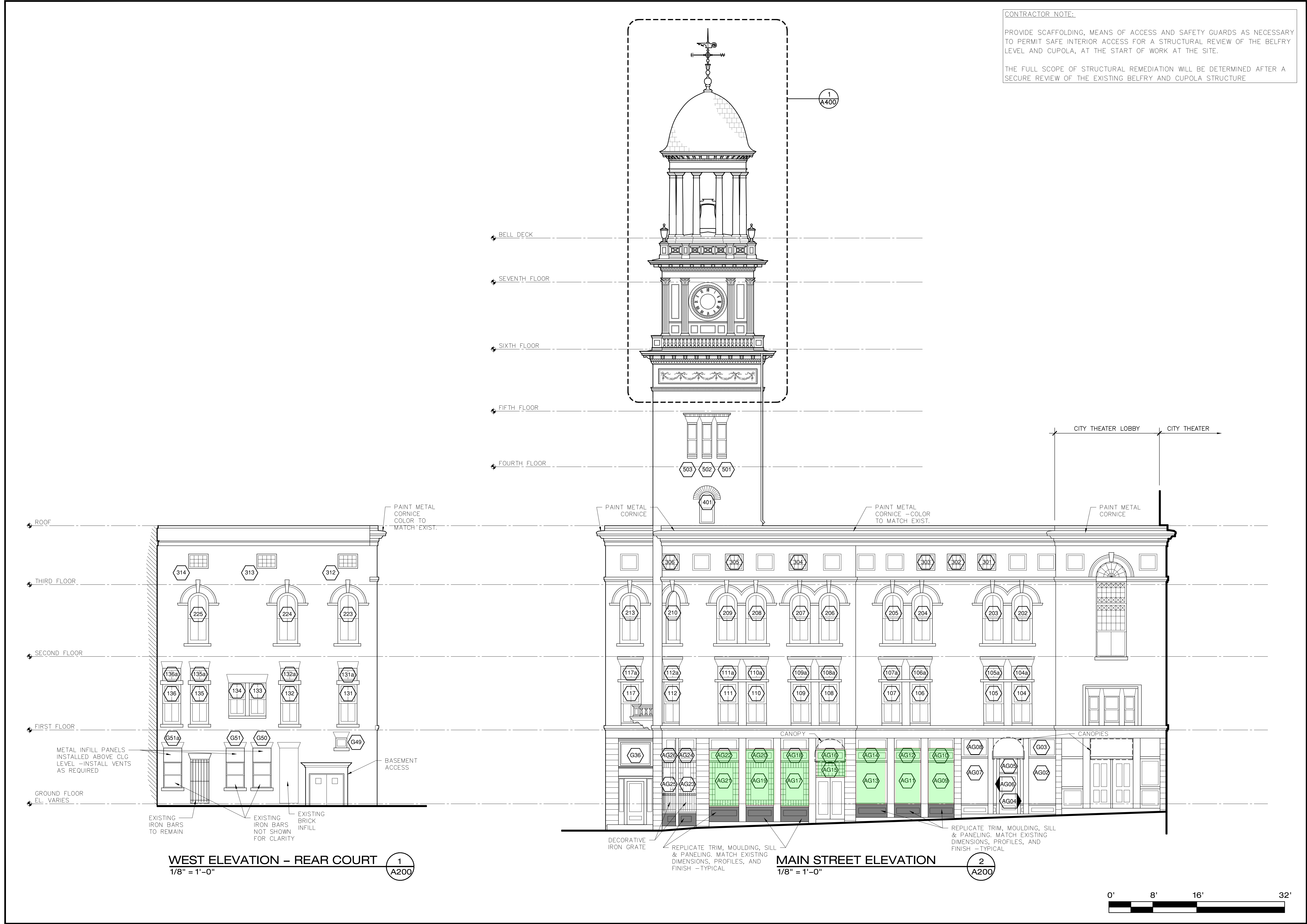


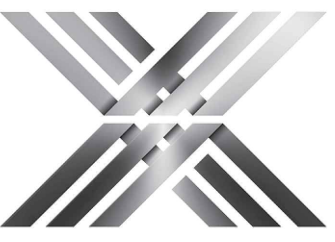
BOILER RM. LEVEL PART. PLAN
1/8" = 1'-0"



GROUND FLOOR PLAN
1/8" = 1'-0"







ARTIFEX
architects & engineers

175 Exchange Street
Bangor, Maine 04401
Phone:
207-974-3028 Fax:
207-941-1921
www.artifexae.com

BUILDING ELEVATIONS			
PROJ. NUMBER: 2022155	DRAWN BY: EDJ		
REV.	DATE	DESCRIPTION	

CITY OF BIDDEFORD

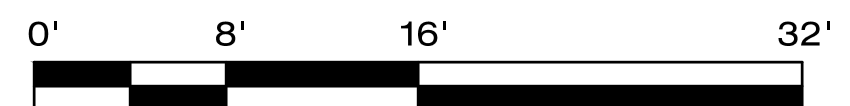
RENOVATIONS TO BIDDEFORD CITY HALL

205 MAIN ST. BIDDEFORD, ME

DATE: JUNE 23, 2023

A200

THE FULL SCOPE OF STRUCTURAL REMEDIATION WILL BE DETERMINED AFTER A SECURE REVIEW OF THE EXISTING BELFRY AND CUPOLA STRUCTURE





40 Center Street
Suite 1
Scarborough ME 04074
(207)-303-0634

Change Request

Request#: 2

Request Date: 01/04/2024

OCO 002 - Addition of Window Limiters

License:

To: City of Biddeford
205 Main Street - Suite 207
P.O. Box 586
Biddeford ME 04005

Project: 297
Biddeford City Hall
205 Main Street - Suite 207
P.O. Box 586
Biddeford ME 04005

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By: 44 Annie Tremaine

Customer Order: 297

Specifications Attached ☐

Item #	Description of Work	Requested Value
1	OCO 002 - Add Limiters on 5 Windows	441.00

Jacobs Glass Quoted:

- \$400.00 to add sash limiters at windows 126, 125, 124, 122, and 121.

Ducas OH&P:

- 5% OH and 5% Fee = \$41.00

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

441.00

The original Contract Sum was	3,653,698.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	3,653,698.00
The Contract Sum will be changed by this Change Order	441.00
The new Contract Sum including this Change Order will be	3,654,139.00
The Contract Time will be changed by	0 Days

Owner: _____ Date: _____

Contractor: _____ Date: _____

Architect: _____ Date: _____



5 Cushman Road
Winslow ME 04901
(207) 873-7577

2/6/2024
REV 1

**Biddeford City Hall
Biddeford, ME
RFC #1**

RFC PROPOSAL		TOTALS
Provide Labor, Materials & Equipment for the following Scope of Work:		
Addition of Sash Limiters		
-Provide 3.75" sash limiters at windows 126, 125, 124, 122 and 121 Lower sash only on Double Hungs.		
-Materials only, no added labor costs		
TOTAL RFC AMOUNT		\$400



40 Center Street
Suite 1
Scarborough ME 04074
(207)-303-0634

Change Request

Request#: 3

Request Date: 02/14/2024

OCO 003 - Windows 212/212a

License:

To: City of Biddeford
205 Main Street - Suite 207
P.O. Box 586
Biddeford ME 04005

Project: 297
Biddeford City Hall
205 Main Street - Suite 207
P.O. Box 586
Biddeford ME 04005

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By: 44 Annie Tremaine

Customer Order: 297

Specifications Attached ☐

Item #	Description of Work	Requested Value
1	Jacobs Glass - Replacement Windows Jacobs Glass Quote - \$30,282.00 Ducas OH&P - \$3,103.91	33,385.91
2	Misc. Interior Drywall Repairs	5,512.50

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

38,898.41

The original Contract Sum was	3,653,698.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	3,653,698.00
The Contract Sum will be changed by this Change Order	38,898.41
The new Contract Sum including this Change Order will be	3,692,596.41
The Contract Time will be changed by	0 Days

Owner: _____ Date: _____

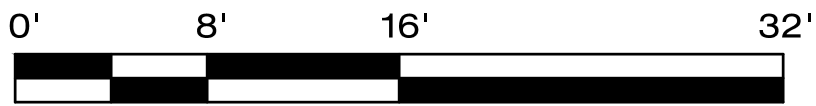
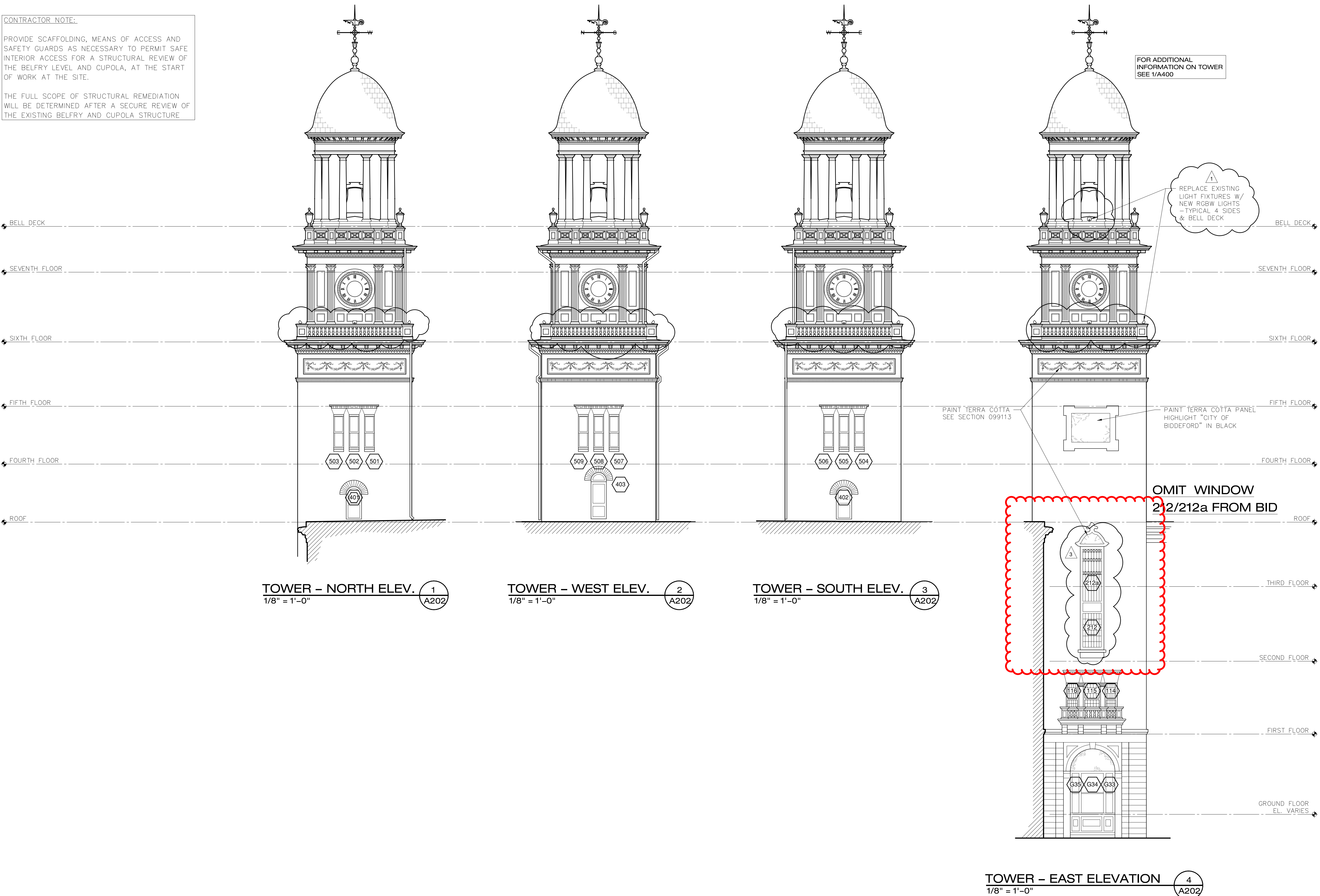
Contractor: _____ Date: _____

Architect: _____ Date: _____

CONTRACTOR NOTE:

PROVIDE SCAFFOLDING, MEANS OF ACCESS AND SAFETY GUARDS AS NECESSARY TO PERMIT SAFE INTERIOR ACCESS FOR A STRUCTURAL REVIEW OF THE BELFRY LEVEL AND CUPOLA, AT THE START OF WORK AT THE SITE.

THE FULL SCOPE OF STRUCTURAL REMEDIATION WILL BE DETERMINED AFTER A SECURE REVIEW OF THE EXISTING BELFRY AND CUPOLA STRUCTURE



TOWER ELEVATIONS				
PROJ. NUMBER:	2022155	DRAWN BY:	EDJ	
REV.	DATE	DESCRIPTION		
1	07-10-2023	CEILING REPAIR/TOWER LIGHTS		
3	08-02-2023	WINDOW REVISIONS		

CITY OF BIDDEFORD

RENOVATIONS TO BIDDEFORD CITY HALL

205 MAIN ST. BIDDEFORD, ME

DATE:
JUNE 23, 2023

A202



5 Cushman Road
Winslow ME 04901
(207) 873-7577

2/14/2024

**Biddeford City Hall
Biddeford, ME
RFC #2**

RFC PROPOSAL	TOTALS
Provide Labor, Materials & Equipment for the following Scope of Work:	
Addition of Windows 212 and 212A to Scope	
-Standard Grill Pattern Assumed	
TOTAL RFC AMOUNT	\$30,282



40 Center Street
Suite 1
Scarborough ME 04074
(207)-303-0634

Change Request

Request#: 2

Request Date: 01/04/2024

OCO 002 - Addition of Window Limiters

License:

To: City of Biddeford
205 Main Street - Suite 207
P.O. Box 586
Biddeford ME 04005

Project: 297
Biddeford City Hall
205 Main Street - Suite 207
P.O. Box 586
Biddeford ME 04005

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By: 44 Annie Tremaine

Customer Order: 297

Specifications Attached ☐

Item #	Description of Work	Requested Value
1	OCO 002 - Add Limiters on 5 Windows	441.00

Jacobs Glass Quoted:

- \$400.00 to add sash limiters at windows 126, 125, 124, 122, and 121.

Ducas OH&P:

- 5% OH and 5% Fee = \$41.00

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

441.00

The original Contract Sum was	3,653,698.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	3,653,698.00
The Contract Sum will be changed by this Change Order	441.00
The new Contract Sum including this Change Order will be	3,654,139.00
The Contract Time will be changed by	0 Days

Owner: _____ Date: _____

Contractor: _____ Date: _____

Architect: _____ Date: _____



5 Cushman Road
Winslow ME 04901
(207) 873-7577

2/6/2024
REV 1

**Biddeford City Hall
Biddeford, ME
RFC #1**

RFC PROPOSAL		TOTALS
Provide Labor, Materials & Equipment for the following Scope of Work:		
Addition of Sash Limiters		
-Provide 3.75" sash limiters at windows 126, 125, 124, 122 and 121 Lower sash only on Double Hungs.		
-Materials only, no added labor costs		
TOTAL RFC AMOUNT		\$400



40 Center Street
Suite 1
Scarborough ME 04074
(207)-303-0634

Change Request

Request#: 1

Request Date: 12/08/2023

OCO 001 - Storefront Windows and Sashes

License:

To: City of Biddeford
205 Main Street - Suite 207
P.O. Box 586
Biddeford ME 04005

Project: 297
Biddeford City Hall
205 Main Street - Suite 207
P.O. Box 586
Biddeford ME 04005

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By: 44 Annie Tremaine

Customer Order: 297

Specifications Attached ☐

Item #	Description of Work	Requested Value
1	Openings AG09/10, AG11/12, AG13/14 Creative Glass - AG 09/11/13 = \$2,897.56 x 3 = \$8,692.69 Creative Glass - AG 10/12/14 = \$827.88 x 3 = \$2,483.63 Creative Glass Sales Tax = \$614.70 Window Sash - \$18,000 x 3 = \$54,000.00 OH & P = \$6,743.58	72,534.60
2	Openings AG15/16 Creative Glass - AG15 = \$2,665.34 Creative Glass - AG16 = \$883.07 Creative Glass Sales Tax = \$195.16 Window Sash = \$9,000 OH & P = \$1,306.22	14,049.79
3	Openings AG17/18, AG19/20, AG21/22 Creative Glass - AG17/19/21 = \$5,444.72 x 3 = \$16,334.17 Creative Glass - AG18/20/22 = \$883.07 x 3 = \$2,649.20 Creative Glass Sales Tax = \$1,044.09	81,615.27

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

360,889.51

The original Contract Sum was	3,653,698.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	3,653,698.00
The Contract Sum will be changed by this Change Order	360,889.51
The new Contract Sum including this Change Order will be	4,014,587.51
The Contract Time will be changed by	0 Days

Owner: _____ Date: _____

Contractor: _____ Date: _____

Architect: _____ Date: _____

Change Order

Order: 1

Continued...

Date: 02/08/2024

Item #	Description of Work	Requested Value
	Custom Window Sash - $\$18,000 \times 3 = \$54,000$ OH & P = \$7,587.81	
4	Curved Openings AG23/24, AG25/26 Creative Glass - AG23/25 = $\$24,258.68 \times 2 = \$48,517.35$ Creative Glass - AG24/26 = $\$3,795.13 \times 2 = \$7,590.27$ Creative Glass Sales Tax = \$3,085.92 Custom Curved Window Sash = $\$26,000 \times 2 = \$52,000$ OH & P = \$11,397.34 **Glass will be 1/4" chemically strengthened laminated.	122,590.88
5	Openings AG27/29, AG30/32 Creative Glass - AG27/30 = $\$6,071.54 \times 2 = \$12,143.09$ Creative Glass - AG29/32 = $\$1,076.24 \times 2 = \$2,152.48$ Creative Glass Sales Tax = \$786.26 Custom Window Sash - $\$20,000 \times 2 = \$40,000.00$ OH & P = \$5,645.89	60,727.72
6	Crating and Shipping Creative Glass Crating and Shipping = \$1,900 OH & P = \$194.75	2,094.75
7	Ducas Planning and Coordination 8hrs/opening x 11 openings = 88 hours \$75/hour x 88hrs = \$6,600 OH & P = \$676.50	7,276.50

Notes

Creative Glass Systems Inc.

901 William Leigh Drive, Tullytown, PA 19007

Tel: 267 202 6553 Fax: 855 260 9393

Quotation

Job Name	DATE	2/8/2024
Biddeford City Hall	PAGE	1 of 1
	OUR REF.	E23-1076Rev2b

Web: Creativeglasssystems.com Email: sales@creativeglasssystems.com

To: Patrick Ducas	Email: Patrick Ducas <patrickd@ducasconstruction.com>	
COMPANY	JOB SITE	ARCHITECTS
Ducas Construction Inc.	Biddeford City Hall	Artifex Architects & Engineers
Address	Address	Address
40 Center Street – Suite 1 Scarborough, ME 04074	205 Main St Biddeford, ME, 04005	175 Exchange Street Bangor, ME 04401
Tel: 207-939-9448	Cell 207-939-9448	DELIVERY TBC

DESCRIPTION OF WORK

O/A IGU SIZE	3/4"			LEAD TYPE			PERIMETER LEAD		YES	
OUTBOARD LITE	Clear		3/16"	SIDE	1		TYPE			
AIR/ARGON	ARGON		3/8"	TYPE		Classic hammered 5/8" lead strip	Classic hammered 5/8" lead strip			
INBOARD LITE	Clear W/ Low E		3/16"	PUTTY	NONE		PUTTY	NONE		
LOW E	YES			SURFACE FINISH		NATURAL	SURFACE FINISH		NATURAL	
LOW E TYPE		TBA		SIDE	4		SOLDERED C/O'S		YES	
LEADED GLASS UNITS	YES			TYPE		Classic hammered 5/8" lead strip	LOGOS	NO LOGOS (CERTIFIED)		
GRIDS IN UNITS	YES			PUTTY	NONE		EDGE BITE	7/16		
SPACER BAR COLOR	Black	SIZE	Standard	SURFACE FINISH		NATURAL	WARRANTY		10 Years	
EDGE SEALANT		INT MUNTIN BAR		YES		NOTES: Custom Grid Pattern Curved units made from 1/4" laminated, Chemically stregnthened lites, Without internal grids				
PRIMARY	pib	SIZE								
SECONDARY	BUTYL	COLOR		D BRONZE						
	NON SUBMITTED									

QUOTATION SHEET

Item No	Window type	Quantity	Unit Description	O/A Of Unit	Annealed/ Tempered	Glass Shape	Dia/sq pattern	Price Each	Total Price per type
			Width	Height			Across	Down	
P1	AG09-11-13 Type 1	3	59 1/2	97 1/2	3/4"	TEMPERED	REC		\$2,897.56
P2	AG10-12-14 Type 4	3	59 1/2	26 1/2	3/4"	TEMPERED	REC		\$827.88
P3	AG15 Type 6	1	63 1/2	27 1/2	3/4"	TEMPERED	REC	SQ 9 4	\$2,665.34
P4	AG16 Type 4	1	63 1/2	27 1/2	3/4"	TEMPERED	REC		\$883.07
P5	AG17-19-21 Type 2	3	63 1/2	101 1/2	3/4"	TEMPERED	REC	SQ 5 9	\$5,444.72
P6	AG18-20-22 Type 4	3	63 1/2	27 1/2	3/4"	TEMPERED	REC		\$883.07
P7	AG23-25 Type 3 Curved	2	63 1/2	101 1/2	3/4"	TEMPERED	REC	SQ 5 9	\$24,258.68
P8	AG24-26 Type 5 Curved	2	43 1/2	27 1/2	3/4"	TEMPERED	REC		\$3,795.13
P9	AG27-30 Type 2	2	76 7/8	99 2/3	3/4"	TEMPERED	REC	SQ 5 9	\$6,071.54
P10	AG29-32 Type 4	2	76 3/8	26 15/16	3/4"	TEMPERED	REC	SQ	\$1,076.24

AG 27-30 be same style AG21-22. Single units with leaded grid pattern

GLASS SUMMARY TOTAL FOR THIS BID

ANNEALED UNITS	0	RECTANGLE UNITS	24
TEMPERED UNITS	20	SHAPED UNITS	0
LAMINATED UNITS	4	NOTCHED UNITS	0
TOTAL UNITS FOR BID	24		

Sub Total		\$104,111.28
Sales Tax	5.5% See Note Below	\$5,726.12
Energy Surcharge	1.5% included	\$0.00
Crating		\$0.00
Crating & Shipping		\$1,900.00
Total for this bid		\$111,737.40
deposit required	50%	\$55,868.70
Full payment on completion of order		\$55,868.70

Prepared by: Marc Sibley

Terms

Payment is required on delivery of final unit
Lead times start from date of deposit
and approved Unit dimensions

Notes: Remit to: Creative Glass Systems, Inc

Sales Tax will not be charged if valid exemption form submitted
Late payment will be charged an addition 1.5% per month

I accept the above quotation and will abide by the above terms
Signature: Print Name

Title

APPLIED LEADED DUAL SEAL INSULATING GLASS UNIT LIMITED WARRANTY

THIS DUAL SEAL INSULATING GLASS UNIT PRODUCT (THE "PRODUCT") SOLD BY THE COMPANY NAMED ABOVE (THE "COMPANY") UNDER THE ITEMS LISTED BELOW IS WARRANTED FOR TEN (10) YEARS FROM THE DATE OF MANUFACTURE, UNDER NORMAL CONDITIONS OF USE TO SUFFER NO DELAMINATION OF SURFACE LEAD PRODUCT AND NO MATERIAL OBSTRUCTION OF VISION DUE TO ACCUMULATION OF DUST, MOISTURE OR FILM ON THE INTERNAL SURFACE OF THE GLASS CAUSED BY DEFECTS IN MATERIALS OR WORKMANSHIP

ALL CLAIMS PURSUANT OF THIS LIMITED WARRANTY MUST BE PRESENTED IN WRITING BY THE PURCHASER OF THE PRODUCT (THE "PURCHASER") TO CREATIVE GLASS SYSTEMS INC. 7128 N. RADCLIFFE ST. BRISTOL PA 19007, WITHIN 30 DAYS OF THE PURCHASER LEARNING THE FACTS UPON WHICH THE CLAIM IS BASED.

NO WARRANTY CLAIM WILL BE MADE AFTER THE PASSAGE OF THE APPLICABLE WARRANTY PERIOD. ANY REPLACEMENT MADE, THE LIMITED WARRANTY ON THE REPLACEMENT GLASS SHALL EXTEND ONLY FOR THE BALANCE OF THE ORIGINAL LIMITED WARRANTY PERIOD OF THE FAILED PRODUCTS. IN THE EVENT OF AN INSULATED GLASS UNIT FAILING AND IT IS FIRMLY ESTABLISHED AS TO BEING THE FAULT OF THE MANUFACTURER, THE MANUFACTURER RESERVES THE RIGHT TO USE ITS OWN CONTRACTORS TO REPLACE THE FAULTY PRODUCT(S). THE COMPANY SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES.

THE COMPANY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY DAMAGE TO ANY PRODUCT CAUSED BY, IMPROPER INSTALLATION, ANY INSTALLATION NOT PERFORMED IN A GOOD WORKMANLIKE MANNER IN ACCORDANCE WITH INDUSTRY STANDARDS ABUSE, DAMAGE OR BREAKAGE CAUSED BY PERSONS OTHER THAN EMPLOYEES OR AGENT OF THE COMPANY WHILE BEING HANDLED OR INSTALLED, THE COMPANY RESERVES THE RIGHT TO INSPECT ANY PRODUCT THAT IS ALLEGED BY THE PURCHASER TO BE DEFECTIVE. FAILURE TO AFFORD THE COMPANY THE RIGHT TO INSPECT ALLEGEDLY DEFECTIVE PRODUCT PROMPTLY UPON THE PURCHASER BECOMING AWARE OF ANY DEFECT THEREIN VOIDS THIS LIMITED WARRANTY.

THIS LIMITED WARRANTY SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OR PROVINCE OF PENNSYLVANIA

FOR AND BEHALF OF THE CREATIVE GLASS SYSTEMS, INC.



175 Exchange Street
Bangor, Maine 04401
Phone:
207-974-3028 Fax:
207-941-1921
www.artifexae.com

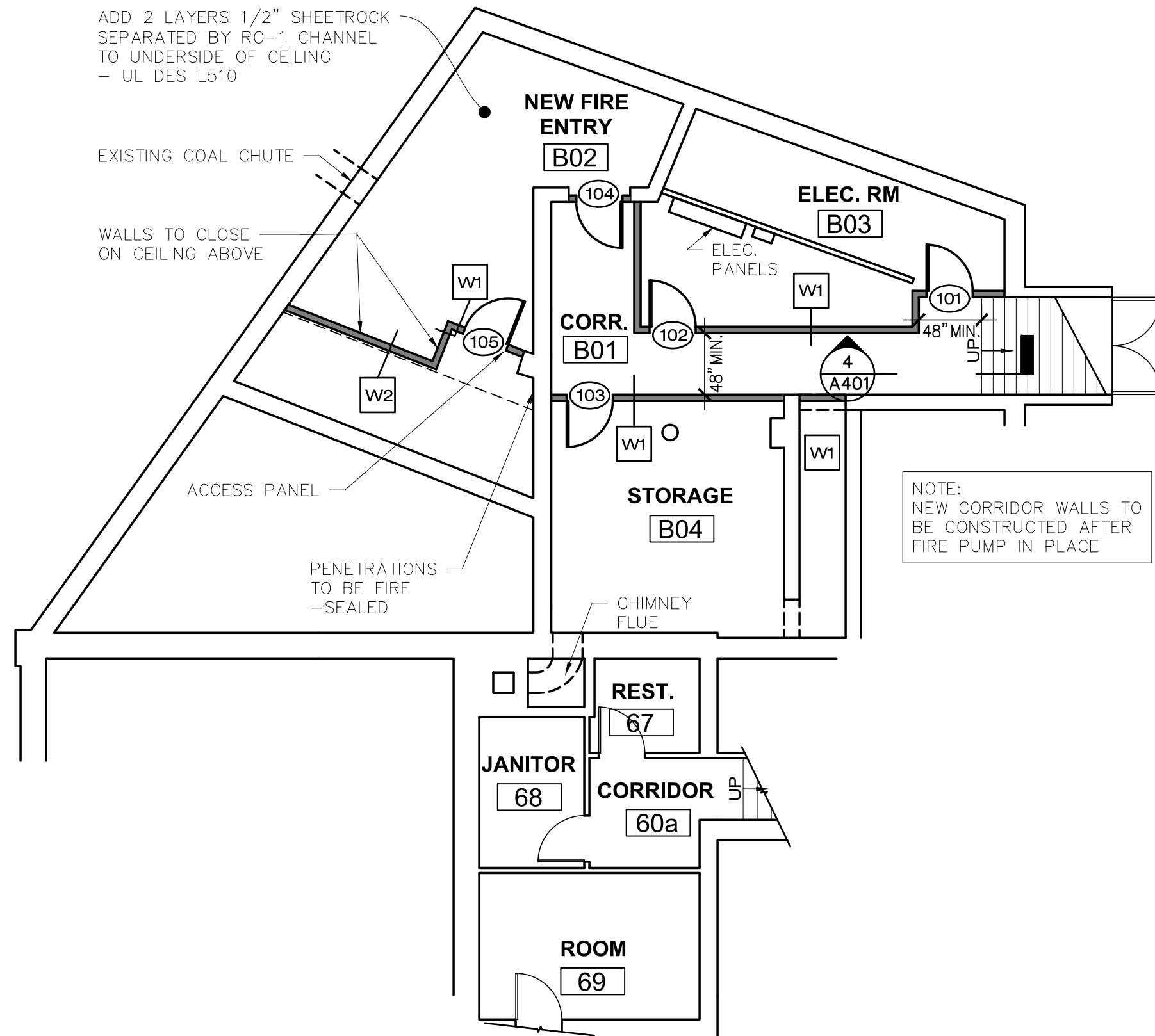
BOILER LEVEL & GROUND FLOOR PLANS

PROJ. NUMBER:	DRAWN BY:	EDU
2022155		
REV.	DATE	DESCRIPTION

CITY OF BIDDEFORD
RENOVATIONS TO BIDDEFORD CITY HALL
205 MAIN ST. BIDDEFORD, ME

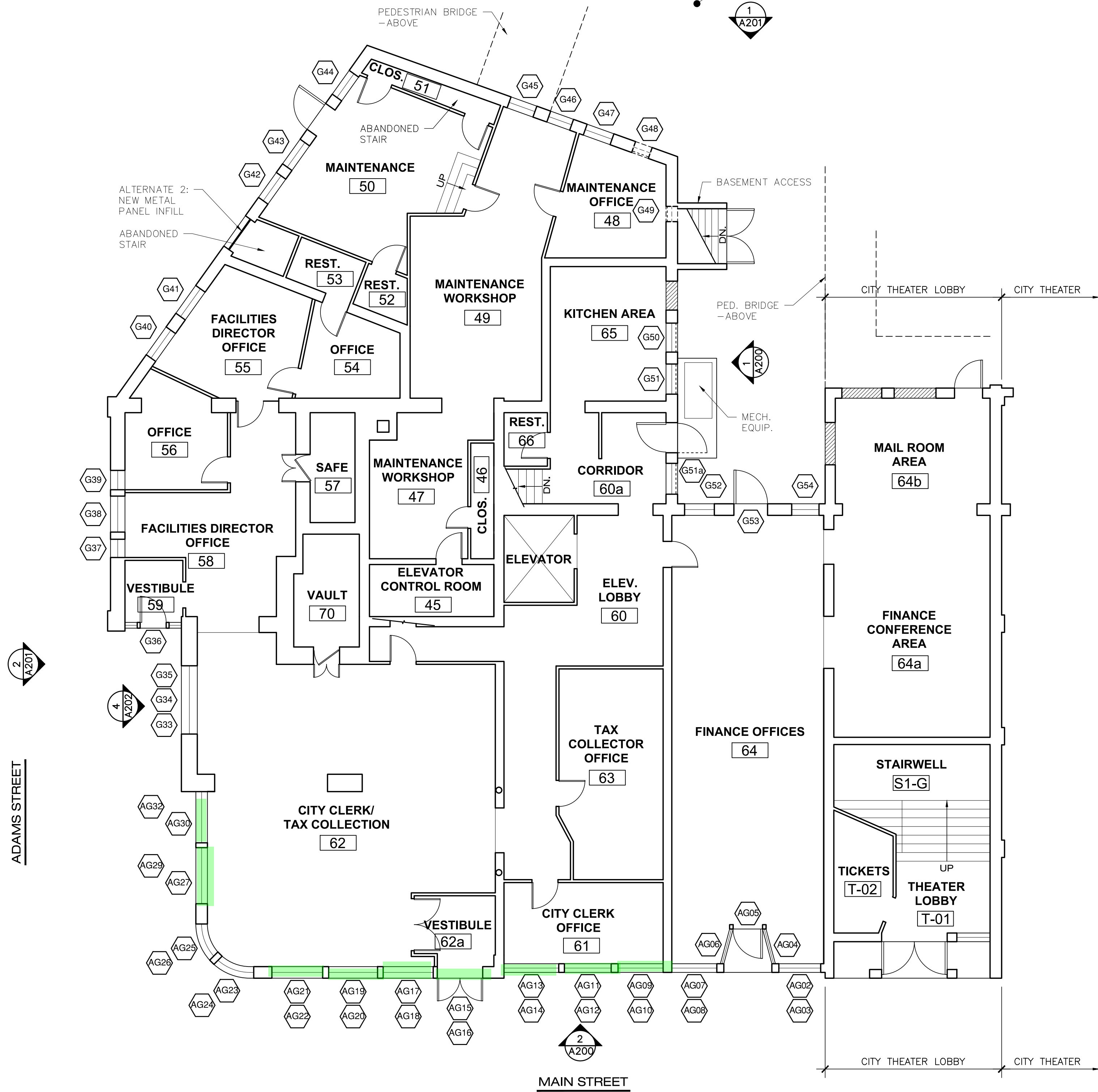
DATE:
JUNE 23, 2023

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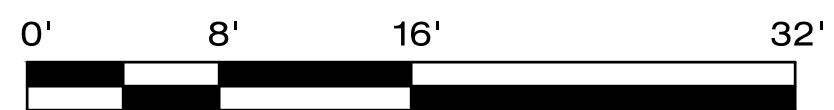
BOILER RM. LEVEL PART. PLAN
1/8" = 1'-0"

1
A100



GROUND FLOOR PLAN
1/8" = 1'-0"

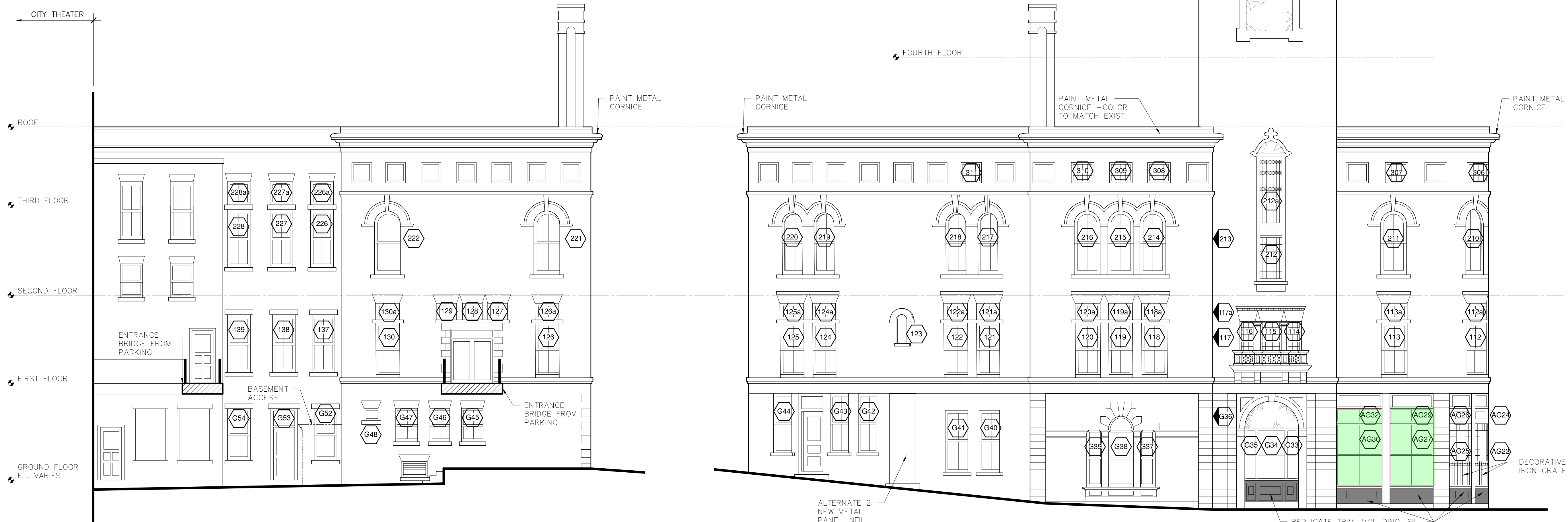
2
A100



CONTRACTOR NOTE:

PROVIDE SCAFFOLDING, MEANS OF ACCESS AND SAFETY GUARDS AS NECESSARY TO PERMIT SAFE INTERIOR ACCESS FOR A STRUCTURAL REVIEW OF THE BELFRY LEVEL AND CUPOLA, AT THE START OF WORK AT THE SITE.

THE FULL SCOPE OF STRUCTURAL REMEDIATION WILL BE DETERMINED AFTER A SECURE REVIEW OF THE EXISTING BELFRY AND CUPOLA STRUCTURE



BUILDING ELEVATIONS			
PROJ. NUMBER: 2022155	DRAWN BY: EDJ		
REV.	DATE	DESCRIPTION	

CITY OF BIDDEFORD

RENOVATIONS TO BIDDEFORD CITY HALL

205 MAIN ST. BIDDEFORD, ME

DATE:
JUNE 23, 2023

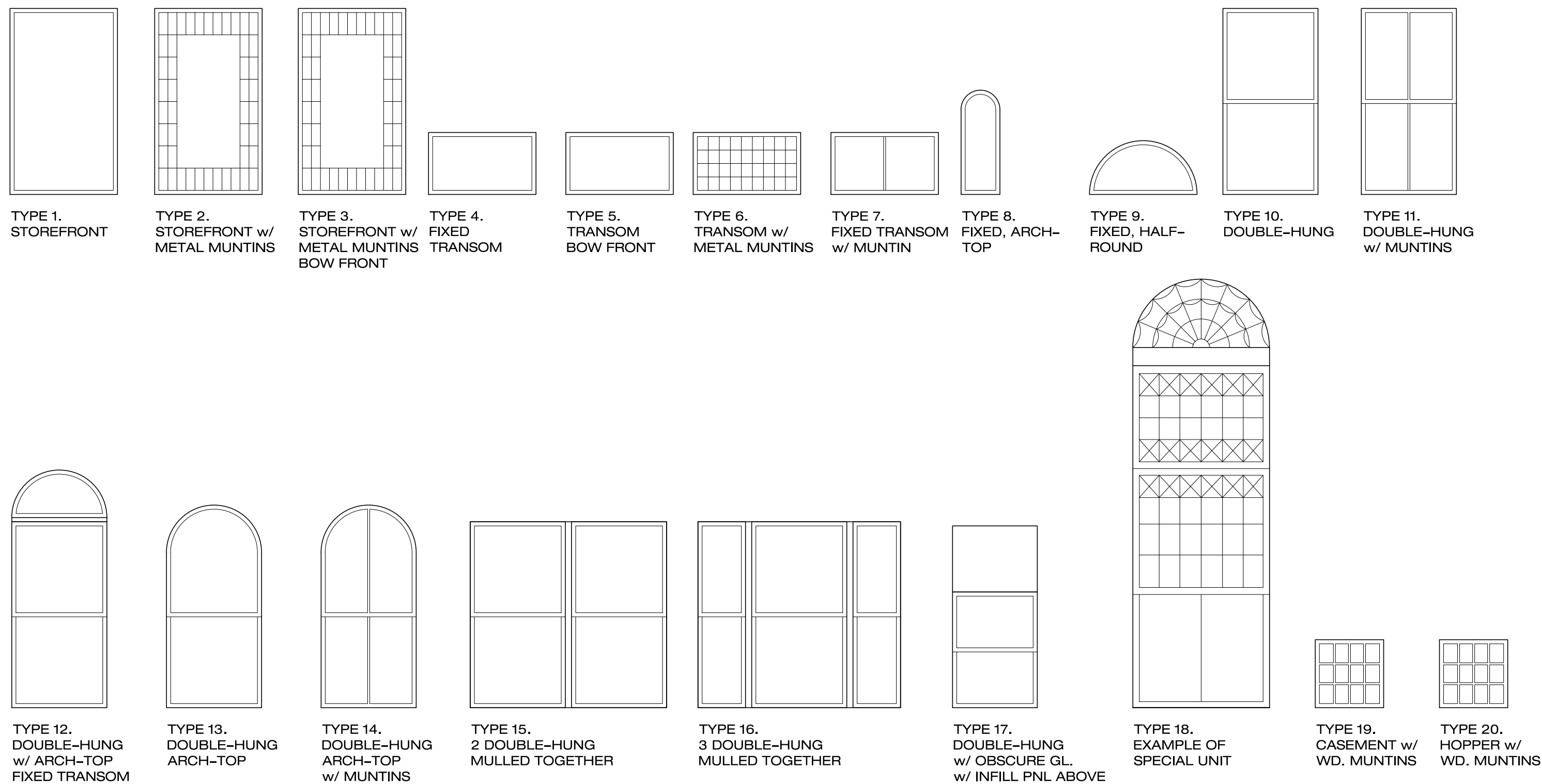
WINDOW SCHEDULE - ALTERNATES											
WINDOW											
#	TYPE	WIDTH	HEIGHT	GLASS	MATL.	SCREEN	DETAIL			NOTES	
							HEAD	JAMB	SILL		
AG02	1	59 1/2"	99 1/2"	CLR			2/A500	1/A500	3/A500	INSTALL GLAZING IN EXISTING WD. FRAMES	
AG03	4	59 1/2"	30 1/2"	FROSTED			1/A500	1/A500	2/A500	"	
AG04	1	39 1/2"	99 1/2"	CLR			1/A500	1/A500	3/A500	"	
AG05	4	39 1/2"	30 1/2"	CLR			1/A500	1/A500	-	"	
AG06	1	39 1/2"	99 1/2"	CLR			1/A500	1/A500	3/A500	"	
AG07	1	59 1/2"	97 1/2"	CLR			2/A500	1/A500	3/A500	"	
AG08	4	59 1/2"	30 1/2"	FROSTED			1/A500	1/A500	2/A500	"	
AG09	1	59 1/2"	97 1/2"	CLR	WD.		2/A500 SIM.	1/A500 SIM.	3/A500 SIM.	CUSTOM WINDOW - FRAME DTLS SIM. TO AG02-AG08	
AG10	4	59 1/2"	26 1/2"	OBS.	WD.		1/A500 SIM.	1/A500 SIM.	2/A500 SIM.	"	
AG11	1	59 1/2"	97 1/2"	CLR	WD.		2/A500 SIM.	1/A500 SIM.	3/A500 SIM.	"	
AG12	4	59 1/2"	26 1/2"	OBS.	WD.		1/A500 SIM.	1/A500 SIM.	2/A500 SIM.	"	
AG13	1	59 1/2"	47 1/2"	CLR	WD.		2/A500 SIM.	1/A500 SIM.	3/A500 SIM.	"	
AG14	4	59 1/2"	26 1/2"	OBS.	WD.		1/A500 SIM.	1/A500 SIM.	2/A500 SIM.	"	
AG15	6	63 1/2"	27 1/2"	CLR	WD.		1/A500 SIM.	1/A500 SIM.	2/A500 SIM.	"	
AG16	4	63 1/2"	27 1/2"	OBS.	WD.		1/A500 SIM.	1/A500 SIM.	2/A500 SIM.	"	
AG17	2	63 1/2"	101 1/2"	CLR	WD.		2/A500 SIM.	1/A500 SIM.	3/A500 SIM.	"	
AG18	4	63 1/2"	27 1/2"	OBS.	WD.		1/A500 SIM.	1/A500 SIM.	2/A500 SIM.	"	
AG19	2	63 1/2"	101 1/2"	CLR	WD.		2/A500 SIM.	1/A500 SIM.	3/A500 SIM.	"	
AG20	4	63 1/2"	27 1/2"	OBS.	WD.		1/A500 SIM.	1/A500 SIM.	2/A500 SIM.	"	
AG21	2	63 1/2"	101 1/2"	CLR	WD.		2/A500 SIM.	1/A500 SIM.	3/A500 SIM.	"	
AG22	4	63 1/2"	27 1/2"	OBS.	WD.		1/A500 SIM.	1/A500 SIM.	2/A500 SIM.	"	
AG23	3	63 1/2"	101 1/2"	CLR	WD.		2/A500 SIM.	1/A500 SIM.	3/A500 SIM.	BOW FRONT UNIT W/ CURVED GLASS	
AG24	5	43 1/2"	27 1/2"	OBS.	WD.		1/A500 SIM.	1/A500 SIM.	2/A500 SIM.	BOW FRONT UNIT W/ CURVED GLASS	
AG25	3	63 1/2"	101 1/2"	CLR	WD.		2/A500 SIM.	1/A500 SIM.	3/A500 SIM.	BOW FRONT UNIT W/ CURVED GLASS	
AG26	6	43 1/2"	27 1/2"	OBS.	WD.		1/A500 SIM.	1/A500 SIM.	2/A500 SIM.	BOW FRONT UNIT W/ CURVED GLASS	
AG27	11	76 7/8"	99 11/32"	CLR	AL. CLAD WD.	Y	8/A500	9/A500	10/A500	EXISTING MULLED UNITS TO BE REPLACED WITH SINGLE DOUBLE HUNG UNIT WITH MUNTINS	
AG29	7	74 3/8"	26 15/16"	OBS.	AL. CLAD WD.		11/A500	11/A500	12/A500		
AG30	11	76 7/8"	99 11/32"	CLR	AL. CLAD WD.	Y	8/A500	9/A500	10/A500	EXISTING MULLED UNITS TO BE REPLACED WITH SINGLE DOUBLE HUNG UNIT WITH MUNTINS	
AG32	7	74 3/8"	26 15/16"	OBS.	AL. CLAD WD.		11/A500	11/A500	12/A500		

WINDOW SCHEDULE - ALTERNATES

NOTES:

- 1.) ALTERNATE WINDOW REPLACEMENTS AG09 THROUGH AG26 TO HAVE NEW WOOD FRAMES MATCHING EXIST. FRAMES AT WINDOWS AG02 THROUGH AG08

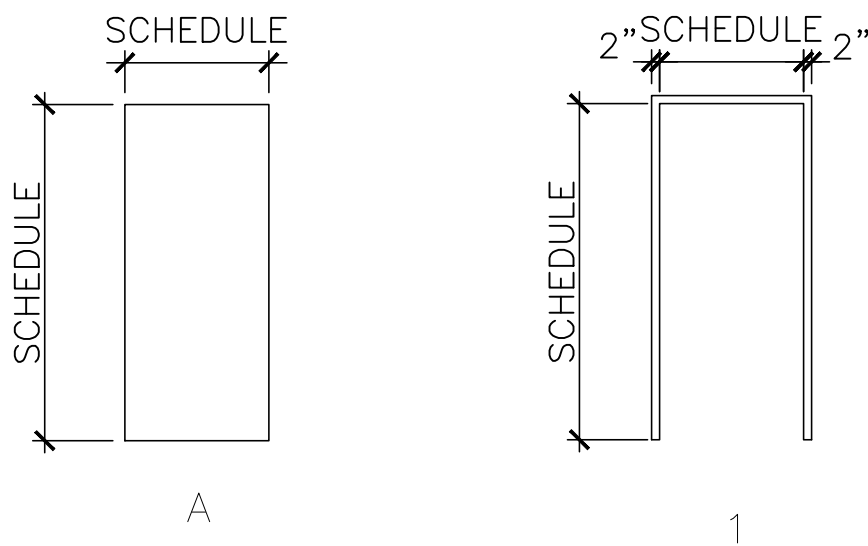
These have been priced to match the windows around the corner which are type 2 and type 4 per Phil's request.



WINDOW TYPES
N.T.S.

DOOR AND FRAME SCHEDULE													
DOOR					FRAME					FIRE RATING LABEL (MIN)	CLOSER	HARDWARE	NOTES
#	EL.	MATL.	WD.	HGT.	EL.	MATL.	DETAIL						
							HEAD	JAMB	SILL				
101	A	HM	3'-0"	7'-0"	1	HM	17/A500	18/A500	-	20			
102	A	HM	3'-0"	7'-0"	1	HM	"	"	"	20			
103	A	HM	3'-0"	7'-0"	1	HM	"	"	"	20			
104	A	HM	3'-0"	7'-0"	1	HM	"	"	"	20			
105	A	HM	3'-0"	7'-0"	1	HM	"	"	"	20			

DOOR SCHEDULE



WALL TYPES	
#	DESCRIPTION
W01	5/8" FIRECODE C CORE GWB BOTH SIDES OF 3-1/2" STL STUD @ 24"o.c. (1-Hr RATED)
W02	5/8" FIRECODE C CORE GWB ON ONE SIDE OF 1-5/8" STL FURRING AND 5/8" FIRECODE C CORE GWB ON ONE SIDE OF 3 1/2" STL. STUD @ 24" o.c. (1Hr RATED)

WALL SCHEDULE



40 Center Street
Suite 1
Scarborough ME 04074
(207)-303-0634

Change Request

Request#: 3

Request Date: 02/14/2024

OCO 003 - Windows 212/212a

License:

To: City of Biddeford
205 Main Street - Suite 207
P.O. Box 586
Biddeford ME 04005

Project: 297
Biddeford City Hall
205 Main Street - Suite 207
P.O. Box 586
Biddeford ME 04005

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By: 44 Annie Tremaine

Customer Order: 297

Specifications Attached ☐

Item #	Description of Work	Requested Value
1	Jacobs Glass - Replacement Windows Jacobs Glass Quote - \$30,282.00 Ducas OH&P - \$3,103.91	33,385.91
2	Misc. Interior Drywall Repairs	5,512.50

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

38,898.41

The original Contract Sum was	3,653,698.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	3,653,698.00
The Contract Sum will be changed by this Change Order	38,898.41
The new Contract Sum including this Change Order will be	3,692,596.41
The Contract Time will be changed by	0 Days

Owner: _____ Date: _____

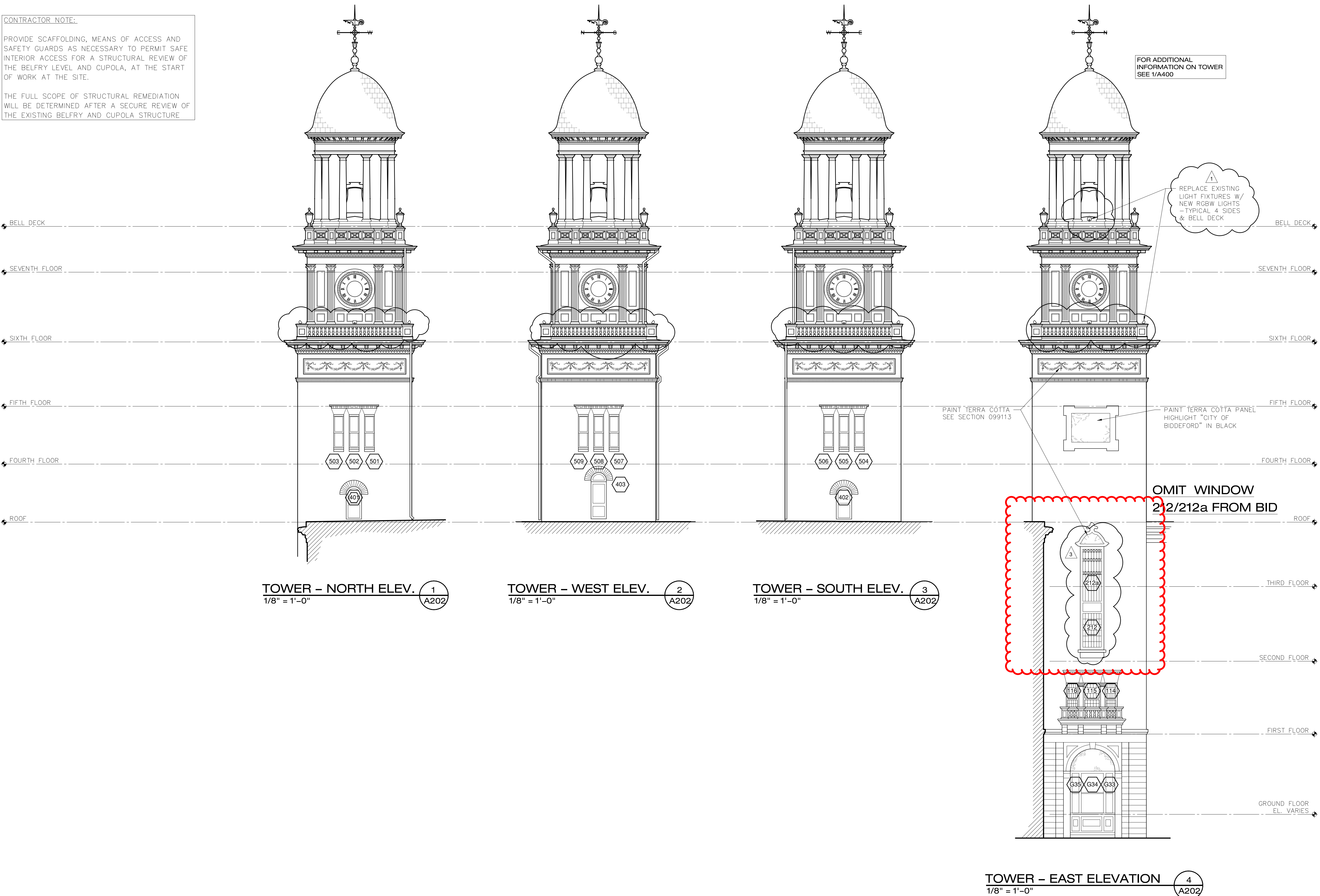
Contractor: _____ Date: _____

Architect: _____ Date: _____

CONTRACTOR NOTE:

PROVIDE SCAFFOLDING, MEANS OF ACCESS AND SAFETY GUARDS AS NECESSARY TO PERMIT SAFE INTERIOR ACCESS FOR A STRUCTURAL REVIEW OF THE BELFRY LEVEL AND CUPOLA, AT THE START OF WORK AT THE SITE.

THE FULL SCOPE OF STRUCTURAL REMEDIATION WILL BE DETERMINED AFTER A SECURE REVIEW OF THE EXISTING BELFRY AND CUPOLA STRUCTURE



TOWER ELEVATIONS				
PROJ. NUMBER: 2022155	DRAWN BY: EDJ			
REV.	DATE	DESCRIPTION		
1	07-10-2023	CEILING REPAIR/TOWER LIGHTS		
3	08-02-2023	WINDOW REVISIONS		

CITY OF BIDDEFORD

RENOVATIONS TO BIDDEFORD CITY HALL

205 MAIN ST. BIDDEFORD, ME

DATE:
JUNE 23, 2023

A202

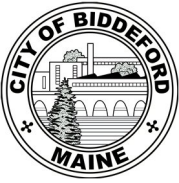


5 Cushman Road
Winslow ME 04901
(207) 873-7577

2/14/2024

**Biddeford City Hall
Biddeford, ME
RFC #2**

RFC PROPOSAL	TOTALS
Provide Labor, Materials & Equipment for the following Scope of Work:	
Addition of Windows 212 and 212A to Scope	
-Standard Grill Pattern Assumed	
TOTAL RFC AMOUNT	\$30,282



City Council

Meeting Date: March 19, 2024

Meeting Time: 6:00pm

Agenda Item No: 10.e.

Item Description: Bath House Building Project

Submitted by: Lisa Thompson, Recreation Deputy Director

Supporting Information/Documentation:

- Map of Bath House beach parking lot

Key Terms:

N/A

Executive Summary:

- Request to begin the process for replacement of the bathhouse located at Gilbert Boucher Park.

Detailed Review:

The Recreation Department is looking for direction to begin the process for replacement of the Bath House at Gilbert Boucher "Pool" Beach, which was destroyed in a storm on January 13, 2024.

The bathhouse provides a space for the lifeguard staff to store safety equipment for all of the beaches in our jurisdiction including Middle Beach and Fortunes Rocks beach. It also provides a triage space and command center for any injuries or emergencies as well as toilets and showers for the public. The new facility needs to provide all of this; could also include room for concessions. The parking lot is also in need of a reconfiguration plan and upgrade; this could be included along with the new build for the bathhouse.

Options could include:

1. Engage the services for an architect to design a new facility
2. Design Build with a contractor via an RFP process

Septic options need to be considered, including

- The existing septic, located near the site of the previous bathhouse, is near 30 years old. The new site could connect to this existing system and replaced, TBD.
- The new facility could be connected to the city sewer system, which is approximately 550 ft. from the new building site. This would be a large fixed cost upfront but would be efficient and cost productive in the future.
- Install a new septic system at the site of the new build.

Timing is essential with this project. Construction should happen in October 2024, outside of Piping Plover season, and conclude to be open for May, 2025.

Funding Source:

As recommended by the City Manager

Staff Recommendation:

Staff recommend developing a scope of work and engaging in the RFP process with local contractors for a Design Build for a new bathhouse.

City of Biddeford



2024.37 IN BOARD OF CITY COUNCIL... March 19, 2024
BE IT ORDERED, that the Biddeford City Council does hereby direct the
City Manager to begin the procurement process to seek replacement options for the Bath
house at Gilbert Boucher Park.

Attest by:_____

Robin Patterson, City Clerk

Current Data Tax Map



Current Data

200ft

BiddGIS, Biddeford Assessing | Maxar



City Council

Meeting Date: March 19, 2024

Meeting Time: 6:00 PM

Agenda Item No: 10.f.

Item Description: Order #2024.38 Amendment to CDBG 2019 Annual Action Plan

Submitted by: Jessica Wilson, Community Development Coordinator

Supporting Information/Documentation:

Amendment to CDBG 2019 Annual Action Plan

Key Terms:

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

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

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

Executive Summary:

Staff recommends amending the CDBG 2019 (Year 2) Annual Action Plan to include a new social service activity to support a budget allocation of \$45,000. This amendment would allow for reimbursement of salary/fringe benefit costs associated with staff time dedicated to coordinating and providing intake of individuals accessing the Seeds of Hope Overnight Warming Center.

Detailed Review:

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

The previous amendment to the 2019 AAP added priority activities to include supporting a job retention program (\$236,079), an emergency food bank (\$5,447), and a community support program (86,069). The funds for job retention and the emergency food bank have been fully drawn. The community support program was designed to allow a group of nonprofits and service providers to launch a program to provide coordinated services and referrals for community members facing substance use issues, mental and physical health concerns, and those experiencing housing insecurity or homelessness. Seeds of Hope is

the only hub from which this program is being administered and, thus, received two separate allocations, totaling \$86,069, to be reimbursed for a period that ends on October 25, 2024.

Seeds of Hope operates an overnight warming shelter that provides a space for unsheltered individuals to shelter themselves from winter or other extreme weather from December 1 to March 15. The current CDBG Annual Action Plan had allocated funding for this activity; however, Seeds used ARPA funds instead. The CDBG funds were reallocated to support the Biddeford Food Pantry instead.

Seeds is now seeking CDBG-CV funds to allow the overnight warming shelter to continue operations through the end of April 2024. This extension will allow unsheltered individuals to remain protected from weather conditions while being provided with support, resources, and guidance to encourage treatment. Currently, there are 20-23 individuals utilizing the overnight shelter each night who will no longer have shelter from the weather if the shelter is unable to remain open through April.

This is an eligible use of CDBG-CV funds and meets a priority need based on previous public comment. The public comment period for this proposed amendment runs from March 8 to March 14, 2024 with a public hearing held on March 14. . No comments have been received to date, but will be included in the attached plan amendment as they are received. Staff will update the Council as to any comments received through the remainder of the comment period.

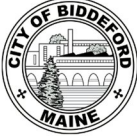
Funding Source:

Community Development Block Grant CARES Act Program

Staff Recommendation:

Staff recommends approval of the amendment.

City of Biddeford

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.

2024.38 **IN BOARD OF CITY COUNCIL... March 19, 2024**
BE IT ORDERED, that the proposed Amendment to the CDBG 2019 Annual Action Plan be adopted, which is summarized as follows: To include a new social service activity to support a budget allocation of \$45,000.

Attest by:_____

CITY OF BIDDEFORD 2019-2020 Annual Action Plan

Third Amendment

July 1, 2019 – June 30, 2020



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

March 19, 2023

CITY OF BIDDEFORD

2019-2020 Annual Action Plan Amendment

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

Executive Summary

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

Introduction

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

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

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

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

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

Table 1 – Responsible Agencies

Consolidated Plan Public Contact Information

Jessica Wilson, Community Development Coordinator

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

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

Projects

AP-35 Projects – 91.220(d)

Introduction

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

A substantial amendment to this Year 2 Action Plan is being submitted to allow for inclusion of funding for a new social security activity in the form of an overnight warming shelter at Seeds of Hope.

Projects

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

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

Table 2 - Project Information

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

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

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

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

AP-38 Project Summary

Project Summary Information

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