City of Biddeford
City Council
February 21, 2023 6:00 PM Please click the link below to join the webinar:
https://biddeford.zoom.us/j/95991319727?pwd=UERaTmxrOXB0VngrdGhOK0orRTBlUT09

Webinar ID: 959 9131 9727
Passcode: 738270
Or One tap mobile :
US: +13052241968,,95991319727# or +13092053325,,95991319727#
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Dial (for higher quality, dial a number based on your current location):
US: +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 646 558 8656
International numbers available: https://biddeford.zoom.us/u/aeI3DmoNLH

Status: In-Person and via Zoom; Council Chambers; 6:00 p.m.

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Adjustment(s) to Agenda**
   - 3a. MRS 405(6)(D) - Labor Negotiations - ADDED
   - 3b. Vote to Designate Maine Service Center Coalition Representative - ADDED
     Maine Service Center Coalition
4. **Presentation:**
   - 4a. CIP Presentation Part II
   - 4b. Preferred Employer Presentation
5. **Public Addressing the Council...(3 minute limit per speaker for up to a total of 15 minutes)**
6. **Consideration of Minutes:**
   - 6a. February 7, 2023
     Council Meeting Minutes Feb. 7, 2023
7. **Orders of the Day:**
   - 7a. 2023.13) Approval/Acceptance of the Bid for Granite Point Culvert
     20230221 Granite Point Culvert Council - ORDER
     20230221 Granite Point Culvert - MEMO
     20230221) Bid Summary Results
     20230221) Bid Advertisement
     20230221) Approved DEP Grant
     20230221) Locus Plan
     20230221) Location Map

20230221) Engineering Plan

7b. 2023.14) Approval/Establish Affordable Housing Trust Fund

20230221) Affordable Housing Trust Fund - ORDER

20230221) Establish Affordable Housing Trust Fund - MEMO

7c. 2023.15) Approval/Amend 2020 Council Housing Goals

20230221) Approval-Amend 2020 Council Housing Goals -ORDER

20230221) Approval-Amend 2020 Council Housing Goals - MEMO

8. **Committee-of-the-Whole: The Initial Discussions about AHTF IZ Recommendation**
9. **Public Addressing the Council..(3 minute limit per speaker)**
10. **City Manager Report**
11. **Other Business**
12. **Council President Addressing the Council**
13. **Mayor Addressing the Council**
14. **Executive Session**
15. **Adjourn**

MAINE SERVICE CENTER COALITION

2023 Resolution for Membership and Appointment of Voting Delegate Representative and Alternate

BE IT RESOLVED that the _____
(City/Town Council or Board of Selectmen)

hereby authorizes membership in the Maine Service Center Coalition and designates:

_____ _____,
(name) (position in municipality)

to be the appointed REPRESENTATIVE for the Maine Service Centers Coalition and is therefore authorized to vote at the Maine Service Centers Coalition business meetings.

BE IT FURTHER RESOLVED that the designated ALTERNATE is:

_____ _____,
(name) (position in municipality)

_____ _____
Dated Attested To By:

Please return this Resolution as soon as possible to:

Maine Service Centers Coalition
c/o Melissa White, Affiliate Services Manager
Maine Municipal Association
60 Community Drive
Augusta, Maine 04330
E-mail: mwhite@memun.org

MAINE SERVICE CENTERS COALITION

VOTING DELEGATES - 2023

Membership Information Sheet

MSCC REPRESENTATIVE	MSCC ALTERNATE
NAME:	NAME:
TITLE:	TITLE:
MUNICIPALITY:	MUNICIPALITY:
MAILING ADDRESS:	MAILING ADDRESS:
CITY/ST/ZIP:	CITY/ST/ZIP:
TOWN OFFICE PHONE:	TOWN OFFICE PHONE:
WORK PHONE:	WORK PHONE:
HOME PHONE:	HOME PHONE:
FAX PHONE:	FAX PHONE:
E-MAIL ADDRESS:	E-MAIL ADDRESS:

RETURN TO:

Maine Service Centers Coalition
c/o Melissa White, Affiliate Services Manager
Maine Municipal Association
60 Community Drive
Augusta, Maine 04330
E-mail: mwhite@memun.org

COUNCIL MEETING
February 7, 2023
{The meeting was held in a hybrid model – in person and via Zoom}

Called to order by Mayor Casavant at: 6:01 p.m.

Roll Call: William Emhiser, Scott Whiting, Martin Grohman, Bobby Mills, Doris Ortiz, Liam LaFountain, Julian Schlaver, and Marc Lessard were present.
Norman Belanger joined the meeting via Zoom at 6:18 p.m.

The Council and all that were present recited the Pledge of Allegiance

Adjustment to the Agenda:
WinterFest Special Events Permit - ADDED

Presentation: **CDBG Funding – Citizens Advisory Committee**
Cat Bates, Chair of the Citizen's Advisory Committee and Leah Schaffer Co-Chair of the Citizen's Advisory Committee give a presentation on CDBG FY22 Fund Uses. A copy of the presentation can be found on the City of Biddeford's website.

Public Addressing the Council: Two people from the public addressed the Council

Consideration of Minutes: **January 24, 2023**
Motion by Councilor Mills, seconded by Councilor Lessard to accept the minutes as printed.
Vote: Unanimous
Motion Passes

Orders of the Day:
2023.8) Approval/Order of Condemnation – Clifford Park
2023.8 IN BOARD OF CITY COUNCIL... FEBRUARY 7, 2023

ORDER OF CONDEMNATION

WHEREAS, the City of Biddeford is a party to a certain land conveyance agreement with E & R Development Corporation wherein the City shall convey approximately 4.2 +/- acres to E & R Development Corporation;

WHEREAS, said agreement obligates the City of Biddeford to convey good and marketable title to E & R Development;

WHEREAS, the City has long claimed title to two adjacent tracts of land, one of which includes said 4.2 +/- acres, said two tracts being more fully described herein, as part of so-called "Clifford Park" and used solely for public recreational purposes;

WHEREAS, title research with respect to said 4.2 +/- acres, as well as said adjacent portions of so-called "Clifford Park" has revealed that no readily discernable source of title in the City;

NOW, THEREFORE, pursuant to 30-A M.R.S. §3101 and 23 M.R.S. §3023, for the public purpose of a public park to be used for recreational purposes and to clear title to the subject properties, the Biddeford City Council, as Municipal Officers with the power of

appropriation does hereby take by the power of eminent domain the following described property:

Parcel One:

A certain lot of land situated in the City of Biddeford, County of York and State of Maine, bounded and measuring as follows;

BEGINNING at the southerly corner of the granted premises;

THENCE northeasterly by the line of said lot twelve hundred and twenty four and one half feet;

THENCE at a right angle Southeasterly across said lot seven hundred and ninety-three feet to the southeast sideline thereof;

THENCE South 58° West, twelve hundred and sixty three and one half feet to the east corner of said lot;

THENCE Northwesterly five hundred and twenty-eight feet to the point of beginning.

Containing about eighteen acres, be the same, or any of the above measurements, more or less, and however otherwise the granted premises, may be bounded, measured or described. Said premises are hereby conveyed with all the rights, easements, privileges and appurtenances, and subject to all the restrictions and reservations expressed in a deed to Nathan Otis Kendall of the said premises from Nathan Chadwick dated November 16, 1833 and recorded in the York County Registry of Deeds in Book 154, Pages 228 and 229, and also in a deed to Nathan Otis Kendall from the Saco Water Power Company dated April 27, 1849 and recorded in said Registry of Deeds in Book 248, Page 259 and 260, whereto reference may be had for a more particular description of the granted premises.

Parcel Two:

A certain lot or parcel of land situated in the City of Biddeford, County of York and State of Maine, bounded thus:

BEGINNING at the west corner of the lot of land released to John M. Batchelder in the deed of the Saco Water Power Company, which corner is 1224 ½ feet northeast from the south corner of the lot intended to be divided by said parties by the deeds aforesaid dated April 27, 1849;

THENCE northeast four hundred fifty-seven feet to the west corner of this lot;

THENCE southeast nine hundred and twenty-four feet to the north corner of the same lot;

THENCE southwest sixty-six feet;

THENCE northwest forty-nine and one half feet;

THENCE South 58° west four hundred and three feet to the north corner of the lot released to said Batchelder as aforesaid;

THENCE Northwest by the lot released to said Batchelder as aforesaid, seven hundred and ninety three feet to the point of beginning, containing about nine acres. This division being made agreeably to a plan of the premises drawn by R. M. Chapman Esq. to be referred to, and

the boundaries of the whole lot aforesaid are described in the deed of Nathan Chadwick to John M. Batchelder dated November 16, 1834, reserving to John M. Batchelder the same right of passage over the above premises as is reserved in the said deed to Chadwick and to said Jordan, his right of passage as expressed in the same deed.

FURTHERMORE, it can reasonably be determined the following persons and/or the heirs thereof shall be awarded ($1.00) One Dollar as compensation, as said properties have been unoccupied, undeveloped and used solely for public recreation for the past (100) one hundred years.

Nahum Getchell of Saco, Maine, Joann Getchell, sometimes called Joan Getchell of Saco, Maine, Mary W. Gowen of Portland, Maine, Annie L. Getchell of Saco, Maine, Charles A. Getchell of Hollis, Maine, Margarite C. Townsend of West Buxton, Maine, d Ellen G. Sawyer, also known as Ellen Getchell of Hollis, Maine, Alfred L. Bickford of Hollis, Maine, Charles Getchell Townsend of Hollis Maine, Charles Austin Bickford of Hollis, Maine, Freeman Gowen and Leonard Gowen, both of Portland, Maine, Immanuel Baptist Church, now believed to be known as Williston Immanuel United Church located at 156 High Street, Portland, Maine, Joseph Getchell of Kennebunk, Maine, Jerusha Getchell of Kennebunk, Maine, Clara A. Getchell of Kennebunk, Maine, Martha A. W. Getchell, also known as Martha A. Williams, Benjamin F. Getchell, sometimes called B. Frank Ketchell of Kennebunk, Maine, Benjamin Williams of Kennebunk, Maine, George F. Getchell of Kennebunk, Maine, Charles N. Getchell, John Getchell, Susie Jordan, Ethel M. Hill, Hartley Storer, all of uncertain whereabouts, Margaret Littlefield, Chester Littlefield, Ashby Littlefield, Edward B. Littlefield, all believed to be once of Kennebunk, Maine, now of parts unknown, Saco Water Power Company and its successors in interest, including but not limited to, Pepperell Manufacturing Company, Westpoint Pepperell, Inc. Westpoint Stevens, Inc., a Delaware corporation with a place of mailing address of c/o Corporation Service Company, 2512 Little Falls Drive, Wilmington, DE 19808, and WestPoint Home, Inc. with a mailing address of 777 Third Avenue, 7th Floor, New York, New York, 10017, their heirs, successors, legal representatives, devisees, assigns, trustees in bankruptcy, disseisors, creditors, lienors and grantees and any and all other persons unascertained or not in being or unknown or out of the state, and all other persons whomsoever who may claim any right, title, interest or estate, legal or equitable, in the within described land and real estate through any of the said above named persons or entities

BE IT ORDERED, this Order shall be delivered and filed forthwith to the Biddeford City Clerk dated February 7, 2023.

Motion made by Councilor Lessard, seconded by Councilor Emhiser to Approve the Order of Condemnation to Clifford Park.
Vote: 5:4, Councilors Belanger, Lessard, Emhiser, Schlaver and Otiz in Favor. Councilors Mills, Whiting, Grohman and LaFountain Opposed.
Motion Passes.

Motion made by Councilor Ortiz to table the Order, seconded by Councilor Grohman.
Point of Order: Councilor Grohman withdraws his second.

Motion made by Councilor Ortiz to table the Order, seconded by Councilor Grohman.
Vote: 3:6, Councilors Ortiz, Grohman and LaFountain in Favor. Councilors Belanger, Lessard, Schlaver, Whiting, Emhiser and Mills Opposed.
Motion Defeated.

Motion made by Councilor LaFountain to require a Second Reading, seconded by Councilor Mills.
Point of Order: Councilor LaFountain withdraws his Motion.

2023.9) CDBG FY22 Fund Uses
Jim Bennett, City Manager presents to the Council a decision regarding $505,000 in CDBG funds that is expected to be spent by May 1, 2023 referencing a memo provided to the Council. A copy of that memo is available on the City of Biddeford's website. No decision(s) was made regarding the CDBG funds at tonight's meeting.

Motion made by Councilor Whiting, seconded by Councilor Mills to revisit this item the first meeting in March.

Councilor Whiting amends his motion to revisit this item no later than the first meeting in March, seconded by Councilor Mills.
Vote: Unanimous
Motion Passes

2023.10) Approval/Phase I of Fire Department Roof Replacement
2023.10 IN BOARD OF CITY COUNCIL..FEBRUARY 7, 2023
BE IT ORDERED, that the City Council of the City of Biddeford does authorize the City Manager to enter into an agreement with Viking Roofing in the amount of **$92,903.00,** for the purpose of completing the living/office and generator room roof repairs at the Biddeford Fire Station.

Motion made by Councilor Whiting, seconded by Councilor Lessard to authorize the City Manager to enter into an agreement with Viking Roofing.
Vote: Unanimous
Motion Passes

2023.11) Approval/Request for Purchase of Battery-Operated Extrication Tool
2023.11 IN BOARD OF CITY COUNCIL..FEBRUARY 7, 2023
BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to enter into an agreement with Northeast Emergency Apparatus in the amount of **$34,271.00** for the purpose of purchasing TNT Battery Extrication tools for the Biddeford Fire Department

Motion made by Councilor Mills, seconded by Councilor Whiting to authorize the City Manager to enter into an agreement with Northeast Emergency Apparatus.
Vote: Unanimous
Motion Passes

2023.12) Approval/WinterFest Special Events Permit
2023.12 IN BOARD OF CITY COUNCIL..FEBRUARY 7, 2023
BE IT ORDERED, that in accordance with the provisions set forth under *Ch. 6, Amusements, Article V – Sales, Possession and Consumption of liquor at and during Special Events on City Public Property*, the City Council of the City of Biddeford does hereby grant approval for The Heart of Biddeford to sponsor the service of liquor (beer) provided by Blaze Brewing at WinterFest 2023 on February 10, 2023 at the City Hall Parking Lot, providing that the said Heart of Biddeford is and remains in compliance with the provisions set forth under Ch. 6, Section 6-178 et seq.

Motion made by Councilor Grohman, seconded by Councilor Mills to approve the special events permit for WinterFest taking place February 10-12, 2023.
Vote: Unanimous
Motion Passes

Motion made by Councilor Grohman, seconded by Councilor Whiting to approve the sale of beer provided by Blaze Brewing at WinterFest on February 10, 2023.
Vote: 7:2, Councilors Belanger, Emhiser, Whiting, Grohman, Schlaver, LaFountain and Ortiz in Favor. Councilors Mills and Lessard Opposed.
Motion Passes

Committee-of-the-Whole: Discussion of the next steps based on Affordable Housing Task Force Report
Motion to begin Committee-of-the-Whole made by Councilor Emhiser, seconded by Councilor Whiting.
Vote: Unanimous
Time: 8:27 p.m.

Point of Order: Motion made by Councilor Emhiser, seconded by Councilor Whiting to extend the meeting past 9:00 p.m.
Vote: 6:3, Councilors Emhiser, Belanger, Whiting, Grohman, Schlaver and LaFountain in Favor. Councilors Lessard, Mills and Ortiz Opposed.
Motion Passes

Motion to end Committee-of-the-Whole made by Councilor Mills, seconded by Councilor Lessard.
Vote: Unanimous
Time: 9:05 p.m.

Appointment: **Peter Robbins – Conservation Commission**
IN BOARD OF CITY COUNCIL…FEBRUARY 7, 2023

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

Peter Robbins
Ward 1

to the *Conservation Commission*

Motion made by Councilor Mills, seconded by Councilor Lessard to confirm the appointment.
Vote: Unanimous.
Appointment Confirmed

Public Addressing: No one from the public addressed the Council.

City Manager report:
Jim Bennett, City Manager – Recognizes Roby Fecteau and other staff members for their hard work getting prepared for the extremely cold temperatures over the past weekend. He mentions the preparations began a week prior. Secondly, he is pleased to announce that he has appointed David Galbraith as Deputy Director of Planning and Development. He goes on to talk about the State Evaluation information that he has sent out to the Council to take a look at. Some of the points he made regarding the State Evaluation is that the State Evaluation went up $492,250,000. The City of Biddeford went up almost double of what the state average is so there will be some impact on formulas. He reminded the Council that this is based off of two-year-old data so this isn't including the growth that is happening now. When the budget comes forward and people are asked to pay a little more than they've had to in the past in terms of single-family homes, his hope is that people keep in mind that over the last 10yrs it's been very stable and they haven't had to pay more. He reports that the City of Biddeford in eight years has gone from 5th or 6th highest valued community in York County to number 3 and very close to the number 2 spot.

Other Business:
Councilor Mills – Commends Roby Fecteau for being predictive of the cold temperatures last weekend. He also wanted to commend Seeds of Hope and all they did in regards to the warming shelter. Councilor Mills also addresses a citizen's request about having a workshop outlining the differences between the Planning Board and the City Council. He asked Mayor Casavant if he would reach out to Larry Patoine who is the Chair of the Planning Board to get something on the City Facebook page or web page that would help explain the difference.
Councilor LaFountain – Thanks Roby Fecteau and the Seeds of Hope for their response to the emergency need in our community last week. He also wanted to thank all the people that participated in The-Point-In-Time count led by Seeds of Hope, York County Community Action and McArthur Public Library. Additionally, he reported to the Council that the City of Biddeford School Department received a grant for over a half million dollars to help support the expansion of restorative practices for students. He thanks the Superintend, the School Board and the staff for their involvement in getting that grant. Councilor LaFountain also mentions that on Saturday there will be Super Bowl Trivia taking place at Letellier Realty/Remax located downtown to raise money for the Biddeford Education Fund.

Council President Addressing the Council: Norman Belanger the Council President did not address the Council.

Mayor Addressing the Council:
Mayor Casavant hopes to see everyone at the WinterFest. There are going to be over forty bicycles being raffled off along with gift cards, a couple of the gift cards are in the amount of $500.00 and some being in the amount of $100.00. It's a time to have a little fun and get to know each other.

Motion to adjourn made by Councilor Mills, seconded by Councilor Lessard
Vote: Unanimous
Motion Passes
Time: 9:11 p.m.

City of Biddeford

2023.13 IN BOARD OF CITY COUNCIL...February 21, 2023

BE IT ORDERED, that the City Manager or his designee be authorized to accept the unit price bid by Gorham Sand and Gravel, Inc. of Buxton, Maine in the bid amount of $ 477,724.70 for the construction of the Granite Point Road Replacement Culvert Project.

BE IT FURTHER ORDERED, that the remaining amount of $26,695.30 be authorized for use for potential change orders, inspections and unknowns.

Funding for this project will be as follows:

$35,420.00 from the balance of the DEP's *2020 Stream Crossing Public Infrastructure Improvement Project Grant*
Grant Total = $125,000; Contract #06A-20210317-2465
$ 89,580 previously authorized to pre-purchase the culvert

$469,000 from the City's 2023 CIP Program as approved.

NOTE: The Finance Committee will review this item at their February 21, 2023 meeting.

Attest by:_____
Kristy Cyr, City Clerk

Finance Committee / City Council

Meeting Date: February 21th, 2023
Meeting Time: 5:00 PM

Agenda Item No: 7.a. 2023.13
Item Description: Granite Point Road Culvert Replacement Project – Acceptance of Low Bid by Gorham Sand and Gravel of Buxton Maine

Submitted by: Tom Milligan, PE (City Engineer Emeritus)
Craig Chekan, PE (City Engineer)
Jeff Demers (Public Works Director)

Supporting Information/Documentation:

1. Bid Summary Results
2. Newspaper advertisement
3. Approved $125,000 DEP Grant
4. Locus Map
5. Location Map
6. Site Plan depicting the project

Executive Summary:

a) The existing corrugated steel culvert under Granite Point Road is failing and is in poor condition. The road surface above the culvert is constantly developing sink holes and requires constant repairs by Public Works.
b) The capacity of the culvert needs to be increased due the increased stream flows that are occurring.
c) In low water situations, the outlet end of the culvert is above the water level making it difficult for fish to migrate upstream.

Detailed Review:

a) Project Timeline:
   i January 17th, 2023: Invitation to Bid advertised in the Portland Press Herald.
   ii February 8th, 2023: Bid Opened
   iii February 21st, 2023: Bid Award (pending Council's approval)
   iv April 9th, 2023: Construction Deadline (fisheries/natural resources mandate)

b) The proposed culvert replacement design by BH2M was recently approved by DEP and Army Corps of Engineers (ACOE).
c) The City pre-purchased from George Robert's a 9'x15' Clamshell Culvert (with epoxy-coated rebar) for $89,580 based on the prior approval from City Council on January 10, 2023.
d) The bid package and qualifications have been reviewed, compared against the bid documents, and are deemed acceptable.
e) Gorham Sand and Gravel has constructed several projects within the City and they are deemed qualified to do the work.

Funding Source:

Funding for this project will be as follows:

- $35,420.00 from the balance of the DEP's *2020 Stream Crossing Public Infrastructure Improvement Project Grant*
    - Grant Total = $125,000; Contract #06A-20210317-2465
    - $ 89,580 previously authorized to pre-purchase the culvert
- $469,000 from the City's 2023 CIP Program as approved.

Staff Recommendation:

City Staff recommends that Gorham Sand and Gravel be awarded the bid to construct the Granite Point Road Culvert Replacement Project for the bid amount of 477,724.70. Staff also recommends that balance amount of $26,695.30 be authorized for use for change orders, inspections and unknowns.

Granite Point Culvert Replacement Project

Bid Results

Bids Opened February 8, 2023

Gorham Sand	477,724.70
Dearborn	911,462.00
NE Earth	728,200.00
Shaw Brothers	785,761.20
WP Davis	793,500.00
Gordon	789,956.00

PUBLIC NOTICES

the highest bidder. Expired a public sale of [illegible] virtue of and to Bank of America, National Association, Successor Trustee

Loan Corporation dated June 5, 2006 and recorded in the Cumberland County Registry of Deeds in Book 24045, Page 203, the period of redemption having

Site 104
Portland, ME 04101
207-221-0016

Public Notice

NOTICE OF PUBLIC SALE OF REAL ESTATE

Public Notice

ADVERTISEMENT FOR BIDS

Upper Connecticut Valley Hospital
Owner
181 Corliss Lane
Colebrook, NH 03576
Address

Separate sealed BIDS for the construction of (briefly describe nature, scope, and major elements of the work) a Heating, Ventilation, Air-Conditioning upgrade to the inpatient medical-surgical wing at Upper Connecticut Valley Hospital. The scope and major elements of the work include installation of a new 15-ton capacity roof top air handling unit; Installation of an air handling unit consisting of variable speed supply and return/exhaust fans for variable air volume services, retrofitting the existing supply and return ductwork to serve individual rooms and spaces within the medical surgical wing with variable air volume terminals to allow individual patient room pressurization control to be selected and managed through Building Automation Systems will be received by Mr. William Everleth, Facilities Director at the office of Upper Connecticut Valley Hospital, 181 Corliss Lane, Colebrook, NH 03576, until 12:00 PM (Standard Time - Daylight Savings Time) Eastern Standard Time on February 3, 2023, and then at said office publicly opened and read aloud.

The Contract Documents may be examined at the following locations:

1. On-Line at www.ucvh.org
2. Upper Connecticut Valley Hospital, 181 Corliss Lane, Colebrook, NH 03576 by scheduled appointment. Please call 603-388-4240.
3. Yeaton MEP, Inc.• 40 S. River Rd.• Unit #35, Bedford, NH 03110 by scheduled appointment. Please call 603-444- 6578 to schedule appointment.

Requests for copies of the CONTRACT DOCUMENTS may be made to William Gagnon, P.E. and scheduled to be obtained at the office of Yeaton MEP, Inc. located at 40 S. River Rd, Unit #35, Bedford, NH 03110 upon payment of $5 for each set.

Any BIDDER, upon returning the CONTRACT DOCUMENTS promptly and in good condition, will be refunded the payment, and any non-bidder upon so returning the CONTRACT DOCUMENTS will be refunded $5.

Date 12/14/2022
William Everleth, Facilities Director
UCVH Patient Care Wing AHU
Replacement Project
Upper Connecticut Valley Hospital
December 15, 2022

Public Notice

INVITATION TO BID

The City of Biddeford will receive sealed bids for the Granite Point Road Culvert Replacement until **10:00 a.m.** prevailing local time on February 8, 2023 at the Biddeford City Hall, 205 Main Street, 3rd floor – Engineering Dept., Biddeford, Maine 04005. Bid documents shall be in clearly marked in sealed envelopes titled Granite Point Road Culvert Replacement. All bids will be opened and read aloud at the Biddeford City Hall at 10:00 am on February 8, 2023. Bids shall be hand delivered to the City prior to the bid opening as described above. The project is scheduled to be awarded on February 21, 2023 at the City Council Meeting. Work associated with the project will generally include installation of a replacement culvert at a stream crossing in a tidal environment along Granite Point Road. The replacement culvert is a clamshell style reinforced concrete box. The box culvert has been ordered and the cost of the culvert and delivery to the site will be covered by the City. Culvert appurtenances and installation will be services provided by the successful bidder.

All in stream work associated with the project must be completed by April 9, 2023 to be in conformance with fish passage requirements. A copy of the Contract Documents for the work may be examined at the Design Engineer's office, or City Hall, 205 Main Street, Biddeford, Maine 04005 after January 18, 2023. A copy of the contract documents may be purchased from the design engineer's office BH2M, 380B Main Street, Gorham, Maine upon the deposit of $100.00 ($110.00 if mailed) in cash or check made payable to BH2M. No refund. If contractor prefers electronic copies, they can be received by (as a pdf file for a fee of $50.00) contacting the design engineer's office as described below. Submit all questions in writing to the attention of: Chris MacDonald @ (207)839-2771, e-mail: cmacdonald@bh2m.com.

A certified check or bank draft payable to the City of Biddeford or a satisfactory Bid Bond executed by the Bidder and a Surety Company in an amount equal to five (5%) of the Total Bid Price for the contract shall be submitted with the bid. No bids may be withdrawn within sixty (60) calendar days of the bid opening unless released by the Owner.

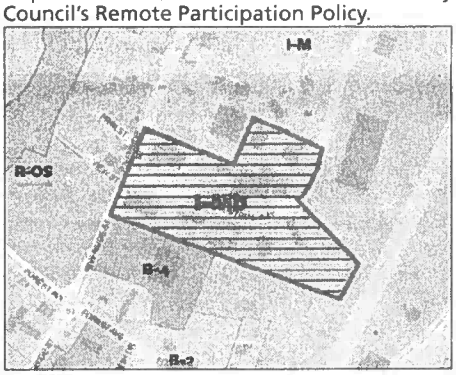
The successful bidder shall be required to furnish a performance bond and payment bond each for 100% of the contract price.

The City of Biddeford reserves the right to reject any or all Bids, to waive any technical or legal deficiencies, to accept any Bid that it may deem to be in the best interests of the City of Biddeford, to negotiate the contract Price with any Bidder, and to omit any item or items deemed advisable for the interest of the City of Biddeford.

Public Notice

future growth of Allagash Brewing Company. The subject property is 4.4 acres in size. Planning staff also recommend inclusion of the following adjacent parcels as part of this map amendment request: 326 B001001, 327A A009001, 327A A008002, 327A A007001, 327A A001001, 326 B007001, 326 B005001, and 326 C005001. Public Comments will be taken at this meeting and written comments should be submitted to planningboard@portlandmaine.gov. Please refer to the document, Guide to Public Comment, Remote Mtg. and Public Participation, for information on submitting written public comment and attending the remote meeting which can be found at http://www.portlandmaine.gov/485/Development-Review

Due to the ongoing procedure of holding meetings remotely, the Portland Planning Board will conduct this meeting by remote methods/technology at the Zoom link provided on the agenda and in accordance with the requirements of 1 M.R.S. 403-B and the City Council's Remote Participation Policy.



The REMOTE public hearing will be held: Tuesday, January 24, 2022 at 6:00 p.m. (this item is first on the agenda)

Please note that the placement of this item on the agenda is subject to change – please check the Agenda & Minutes Center prior to the meeting for the item start time. A project and plan summary are available for viewing on the Citizen Self Service Portal (https://css.portlandmaine.gov/), by referencing Plan Number ZN-002236-2022. Memos and reports are posted on https://portlandme.civicclerk.com/web/home.aspx by the end of business day on the Friday before the Planning Board meeting. If you have any questions regarding the proposal, please contact Austen Torres-Davis, Planner, by phone at (207) 874-8632 or email at austend@portlandmaine.gov

THE EVENING EXI

SERVICE CONTRACT

DATE: March 8, 2021

ADVANTAGE CONTRACT #: 06A 20210317*2465

DEPARTMENT AGREEMENT #: 2020R1-03 Biddeford, Granite Point Rd

CONTRACT AMOUNT: $ 125000

START DATE: March 24 2021 END DATE: March 24, 2023

This Contract, is between the following Department of the State of Maine and Provider:

State of Maine DEPARTMENT

DEPARTMENT: **Environmental Protection**

Address: **17 State House Station**

City: **Augusta** State: **ME** Zip Code: **04333-0017**

PROVIDER

PROVIDER: City of Biddeford

Address: 205 Main Street

City: Biddeford State: ME Zip Code: 04005

Provider's Vendor Customer #: VC1000008999

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

Department of Environmental Protection **Provider**

David R. Madore for Melanie Loyzim Mar 23, 2021 Tom Milligan tom Millligan (Mar 23, 2021 08:22 EDT) Mar 23, 2021

Signature **MELANIE LOYZIM, COMMISSIONER** Signature Tom Milligan, City Engineer **Date**
Date

Service Contract (SC) rev. June 2019

Upon final approval by the Division of Procurement Services, a case details page will be made part of this contract.

DEPARTMENT AND PROVIDER POINT OF CONTACTS

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

Name: John Maclaine
Email: **john.maclaine@maine.gov**
Address: **17 State House Station**
City: **Augusta** State: **ME** Zip Code: **04333-0017**
Telephone: **(207) 615-3279**

PROGRAM ADMINISTRATOR: The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

Name: **same as above**
Email:
Address:
City: State: Zip Code:
Telephone:

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for the Contract. All contractual correspondence from the Department shall be submitted to:

Name: Tom Milligan, City Engineer
Email: tom.milligan@biddefordmaine.org
Address: 205 Main Street
City: Biddeford State: **ME** Zip Code: **04005**
Telephone:(207) 284-9118

RIDERS

☑	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
☒	Funding Rider
☒	Rider A – Scope of Work
☒	Rider B – Terms and Conditions
☒	Rider C – Exceptions - Additional Terms of Payment
☐	Rider D - Federal Grant Terms & Conditions
☐	Rider E – Lobbying Certificate if Over $100,000
☐	Rider F – None
☒	Rider G – Identification of Country in Which Contracted Work will be Performed
☐	Other – None

All work conducted with funds under the terms of this contract must comply with all applicable Executive Orders issued by Governor Mills in response to the COVID-19 pandemic, and may be deemed essential services. Any agreements between your organization and another contractor using funds provided by this contract must include a statement that the contractor must comply with all applicable Executive Orders issued by Governor Mills in response to the COVID-19 pandemic.

FUNDING RIDER

Internal Purposes Only

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
$56,641.67	018	06A	Z188	51	6331				FY21

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
$68,358.33	018	06A	Z188	54	6331				FY22

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR

Funding Total: $125,000

The sources of funds and compliance requirements for this Contract follow:

State General Fund	$ 0
Dedicated/Special Revenue	$125,000
Federal Funds	$ 0

RIDER A
SCOPE OF WORK

TABLE OF CONTENTS

I. Acronyms
II. Introduction/Overview
III. Deliverables
IV. Performance Measures

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
Contract	Formal and legal binding agreement
Department	State of Maine Department Entering into this Contract
Provider	Organization providing services under this Contract
State	State of Maine

II. INTRODUCTION/OVERVIEW:

The purpose of this Contract is provide partial funding for the installation of municipal stream crossing upgrades to benefit public safety, infrastructure resiliency, and improve fish and wildlife habitat. The competitive grant program for Municipal Infrastructure Stream Crossing Upgrades matches local funding for the upgrade of municipal culverts at stream crossings.

The Provider will use the grant funds for the purpose stated in the grant application for RFP#202008127. If the Provider significantly changes the scope/type of the system so that the overall cost is changed, the Provider must notify the Department of the changes. If the overall cost is less than that stated in the application, the Provider must return the unused balance to the Department within 60 days. Only 8% of the total grant can be applied to engineering/design costs.

III. DELIVERABLES:

The Provider shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with the below:

1. Prior to the start of construction, submit a copy of the complete permit application materials and the approved permit from the Army Corps of Engineers or a copy of the final stamped engineering plans to be used for construction.

2. Following completion of the project and prior to the final invoice being paid, send the Contract Administrator photos of the completed project. These photos should include, at a minimum: photos showing the structure from upstream and downstream of the crossing, photos from the roadway looking upstream and downstream, and photos of the culvert inlet and outlet water levels.

IV. PERFORMANCE MEASURES: By accepting grant funds from the State of Maine, Department of Environmental Protection (Department) through the Grants for Stream Crossings Public Infrastructure Improvement Projects, the Provider agrees to the following requirements.

1. The Provider shall complete any remaining design and/or engineering, and construct the stream crossing upgrade in accordance with the design and/or conceptual sizing and layout as described in the grant application and supplemental materials submitted for RFP#202008127, unless specifically approved by the Contract Administrator in writing.

2. The Provider shall provide updates to the Department Agreement Administrator on a quarterly basis. Updates shall include a description of work accomplished in the preceding quarter, expense documentation, and an updated timeline or estimate on project completion.

3. The Provider shall employ all erosion and sediment control best management practices needed to control soil erosion on the site so that no eroded soil gets discharged to any nearby waterbody, wetland or river, stream, or brook. Furthermore no eroded soil shall be deposited on property beyond the project site. Erosion and sediment control best management practices shall be installed in accordance with the Maine Erosion and Sediment Control Practices Field Guide for Contractors.

4. When installing a crossing, river or stream flow shall be maintained at all times though diversions, pumps, or other approved means. If cofferdams will be used, a means of treating the water pumped out of the coffer dam area shall be installed so that water discharging back into the river or stream is free of eroded soil, and is situated in such a way as to not cause any soil erosion to occur at the discharge location in the river or stream.

5. Crossings must not block fish passage. Crossings must be sized based on the size of the watershed as determined by a registered professional engineer and designed to pass or exceed the flow of the 100 year flood and must be sized at least 1.2 times the bank full width of the river or stream, unless otherwise noted in the application. If installing a culvert, it shall be embedded into the stream bottom substrate at least one foot or 25% of the diameter of the culvert whichever is greater, to a maximum of 2 feet (measured from the invert). The culvert shall be designed, installed and maintained to match the natural stream grade to avoid drops or perching.

6. The Provider shall comply with all required local, state and federal regulations and obtain any required permits prior to starting work on the project. All conditions imposed as part of the permits shall be fully complied with. Any changes to design plans shall be reviewed and approved by the Department and all permitting agencies prior to the start of construction.

7. The Provider further agrees to submit such other data and reports as may be requested by the Contract Administrator. The Provider shall submit all data and reports to the Contract Administrator listed in section "DEPARTMENT AND PROVIDER POINT OF CONTACTS" of this Agreement.

RIDER B
TERMS AND CONDITIONS

1. INVOICES AND PAYMENT: Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.

2. BENEFITS AND DEDUCTIONS. If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

3. INDEPENDENT CAPACITY. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

4. DEPARTMENT'S REPRESENTATIVE. The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

5. CHANGES IN THE WORK. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

6. SUB-AGREEMENTS. Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

7. SUBLETTING, ASSIGNMENT OR TRANSFER. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.

8. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

   Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Providers and subcontractors with Contracts in excess of $50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.

10. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

12. TERMINATION. (a)The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.

13. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

14. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

15. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its

officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

16. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.

17. APPROVAL. This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

18. INSURANCE. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

19. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.

20. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

21. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

    Rider C Exceptions
    Rider B Terms and Conditions
    Rider A Scope of Work
    Funding Rider
    Rider D Included at Department's Discretion
    Rider E Included at Department's Discretion
    Rider F Included at Department's Discretion
    Rider G Identification of Country in which contracted work will be performed
    Business Associate Agreement included at Department's Discretion
    Other Included at Department's Discretion

22. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

23. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

24. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

25. AMENDMENT: No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.

26. DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION: By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

    a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.

    a. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
        i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
        i. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

ii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
iii. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

b. Have not Entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

RIDER C

EXCEPTIONS

RIDER C is in addition to RIDER B #1. The Department will pay the Provider as follows:

Invoices must be sent directly from the Provider. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains correct pricing information relative to the grant, provides all supporting documents, proof of payments to others as applicable, and other specific and agreed-upon requirements listed within the grant that result from this RFP. All unobligated funds from the original grant award determination will go back to the "pool of funds" for redistribution to other grantees upon project completion. A final invoice(s) must be submitted by Provider within 45 days of contract end date.

RIDER G

IDENTIFICATION OF COUNTRY

IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

☒ **United States. Please identify state: ME**

☐ **Other. Please identify country: Enter Country**

Notification of Changes to the Information

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.

State of Maine
Procurement Justification Form

This form must accompany all contract requests and sole source requisitions (RQS) over $5,000 submitted to the Division of Procurement Services.

INSTRUCTIONS: Please provide the requested information in the white spaces below. See the guidance document posted with this form on the Division of Procurement Services website (Forms page) for additional instructions.

PART I: OVERVIEW					
Department Office/Division/Program:	Environmental Protection/ Commissioner's Office				
Department Contract Administrator or Grant Coordinator:	John Maclaine				
(If applicable) Department Reference #:	2020R1-03 Biddeford, Granite Point Rd				
Amount: (Contract/Amendment/Grant)	$ 125,000	Advantage CT / RQS #:	06A 20210317*2465		
CONTRACT	Proposed Start Date:	March 24, 2021	Proposed End Date:	March 24, 2023	
AMENDMENT	Original Start Date:		Effective Date:		
	Previous End Date:		New End Date:		
GRANT	Project Start Date:		Grant Start Date:		
	Project End Date:		Grant End Date:		
Vendor/Provider/Grantee Name, City, State:	City of Biddeford, 205 Main Street, Biddeford, ME 04005				
Brief Description of Goods/Services/Grant:	To install Stream Crossing Public Improvement Projects to improve flooding, public safety, and improve fish and wildlife habitat				

PART II: JUSTIFICATION FOR VENDOR SELECTION			
Mark an "X" before the justification(s) that applies to this request. (Check all that apply.)			
X	A. Competitive Process	X	G. Grant
	B. Amendment		H. State Statute/Agency Directed
	C. Single Source/Unique Vendor		I. Federal Agency Directed
	D. Proprietary/Copyright/Patents		J. Willing and Qualified
	E. Emergency		K. Client Choice
	F. University Cooperative Project		L. Other Authorization

PART III: SUPPLEMENTAL INFORMATION

Please respond to ALL of the following:

1. Provide a more detailed description and explain the need for the goods, services or grant to supplement the response in Part I.

The 2018 "Transportation Bond package included $5 million dollars for municipal stream crossing upgrades. These monies fund a competitive grant program that matches local funding for the upgrade of municipal culverts at stream crossings to improve fish and wildlife habitats, decrease flooding, and increase community safety. Projects proposals are scored using a consensus approach and awards are made based on the funding requested up to a maximum award of $125,000 per project.

2. Provide a brief justification for the selected vendor to supplement the response in Part II.

State of Maine
Procurement Justification Form

PART III: SUPPLEMENTAL INFORMATION

Grants were awarded to the top scoring projects for each round of proposals submitted to the Department based on the criteria of Public infrastructure, safety and community impact (25%), Cost-effectiveness and efficiency (25%), and Fish and Wildlife Habitat Improvement (50%). The 42 selected projects for RFP#202008127 are as follows:

MUNICIPALITY	PROJECT LOCATION	AMOUNT	MUNICIPALITY	PROJECT LOCATION	AMOUNT
Auburn	Fish Hatchery Road	$125,000	Ludlow	Ludlow Road	$125,000
Bangor	Grandview Avenue	$68,358.33	Millinocket	Penobscot Avenue	$125,000
Biddeford	Granite Point Road	$125,000	Monroe	Dixmont Road	$125,000
Piscataquis County (Blanchard Township)	Taylor Road	$125,000	Mount Desert	Beech Hill Cross Road	$125,000
Bowdoinham	Dingley Road	$125,000	Naples	Edes Falls Road	$125,000
Washington County (Cathance Township)	East Ridge Road	$125,000	Naples	Horace Files Road	$110,000
Corinna	Line Road	$125,000	Norway	Morse Road	$85,000
Corinna	Sunken Bridge Road	$125,000	Paris	Parson Road	$125,000
Dedham	Bald Mountain Road	$125,000	Peru	Packard Road	$76,180
Denmark	Moose Pond Road	$125,000	Pownal	Poland Range Road	$125,000
Dover-Foxcroft	Grove Street	$125,000	Durham	Swamp Road	$125,000
Durham	Quaker Meeting House Road	$125,000	Rockland	West Meadow Road	$125,000
Eddington	Clewleyville Road	$70,000	Sabattus	Marsh Road	$125,000
Eddington	Davis Road	$75,000	Sabattus	Marsh Road	$125,000
Fairfield	Old Country Road	$125,000	Thomaston	Beechwood Street	$125,000
Falmouth	Mast Road	$125,000	Piscataquis County (Trescott Twp)	Wilcox Road	$125,000
Fayette	Jackman's Mill Road	$125,000	Wells	Bragdon Road	$125,000
Hartland	Fuller Corner Road	$125,000	Willimantic	Elliotsville Road	$125,000
Hollis	Muddy Brook Road	$125,000	Willimantic	Mountain Road	$125,000
Litchfield	Dead River Road	$125,000	Wiscasset	Old Ferry Road	$125,000
Litchfield	Dead River Road	$50,000	Woodstock	Old County Road	$125,000

3. Explain how the negotiated costs or rates are fair and reasonable; or how the funding was allocated to grantee.

Proposals were scored using the consensus approach to determine the cost effectiveness and efficiency of the project, including the proportion of funding from other sources, avoided costs associated with the project and project efficiency.

4. Describe the plan for future competition for the goods or services.

n/a

PART IV: APPROVALS

Signature of requesting Department's Commissioner (or designee):	*By signing below, I signify that I approve of this procurement request.* David R. Madore for Melanie Loyzim		
Printed Name:	Melanie Loyzim, Commissioner	**Date:**	Mar 23, 2021
Signature of DAFS Procurement Official:			
Printed Name:		**Date:**	

20210317 2465 City of Biddeford Granite Point Rd

Final Audit Report 2021-03-23

Created:	2021-03-17
By:	Deanna Desimone (deanna.desimone@maine.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArMUT_-B-ZLezUEfRSlV_EIngujbuSB6j

"20210317 2465 City of Biddeford Granite Point Rd" History

Document created by Deanna Desimone (deanna.desimone@maine.gov)
2021-03-17 - 9:33:19 PM GMT- IP address: 24.198.170.219

Document emailed to CATHERINE LEVESQUE (catherine.levesque@maine.gov) for approval
2021-03-17 - 9:35:01 PM GMT

Email viewed by CATHERINE LEVESQUE (catherine.levesque@maine.gov)
2021-03-17 - 11:28:23 PM GMT- IP address: 104.47.64.254

Document approved by CATHERINE LEVESQUE (catherine.levesque@maine.gov)
Approval Date: 2021-03-17 - 11:36:25 PM GMT - Time Source: server- IP address: 70.16.202.144

Document emailed to William Longfellow (william.longfellow@maine.gov) for approval
2021-03-17 - 11:36:27 PM GMT

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2021-03-18 - 12:09:46 PM GMT- IP address: 104.47.64.254

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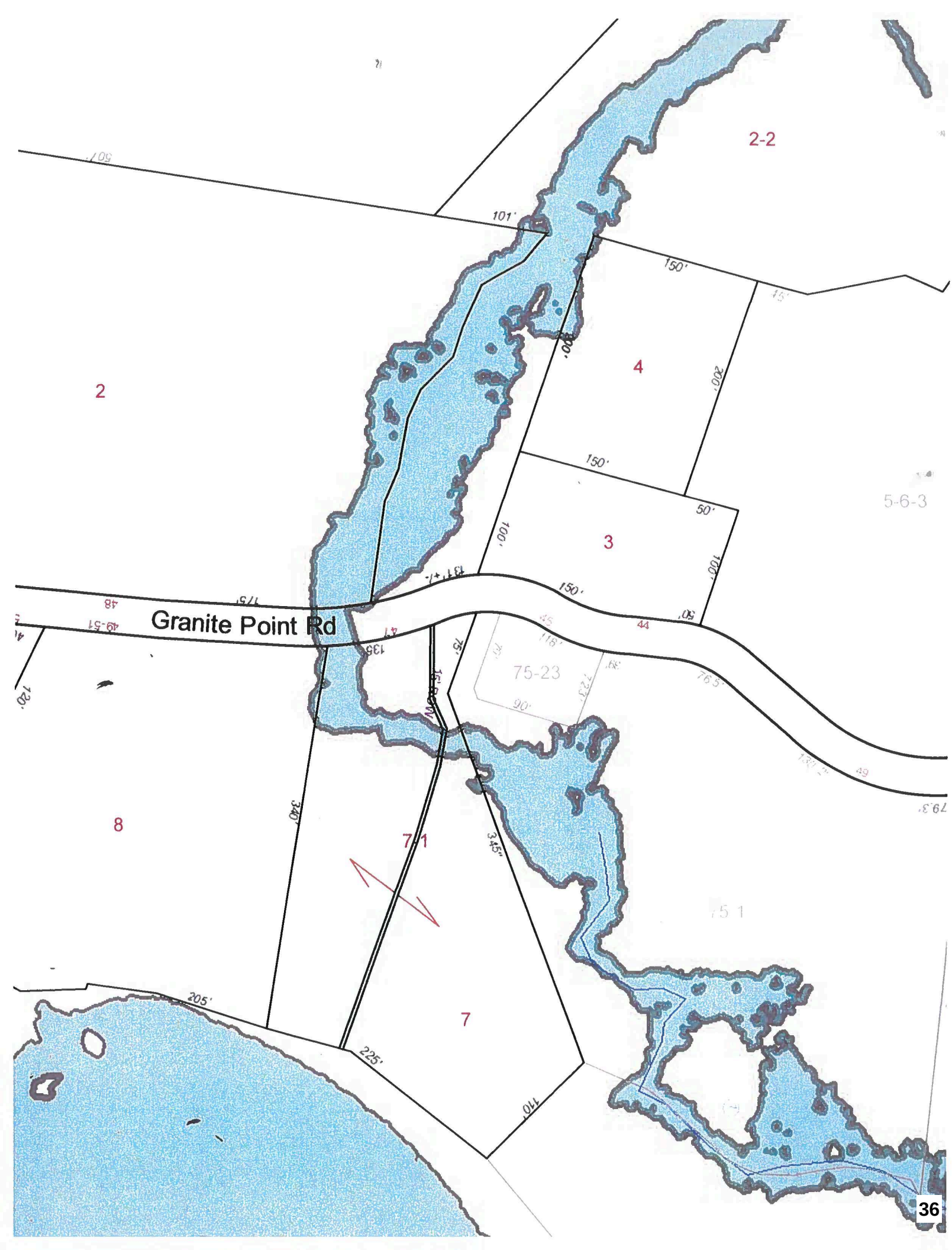
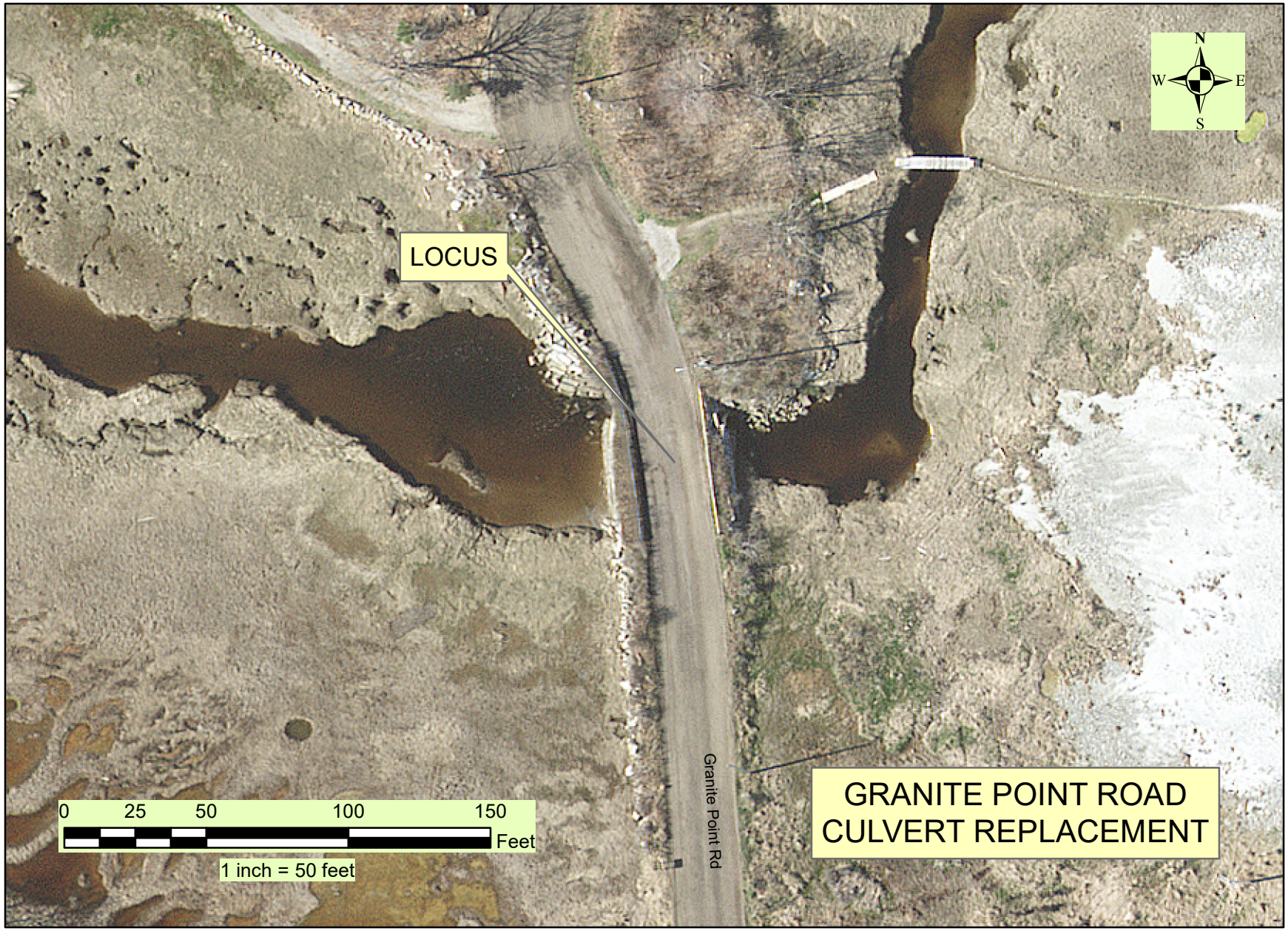
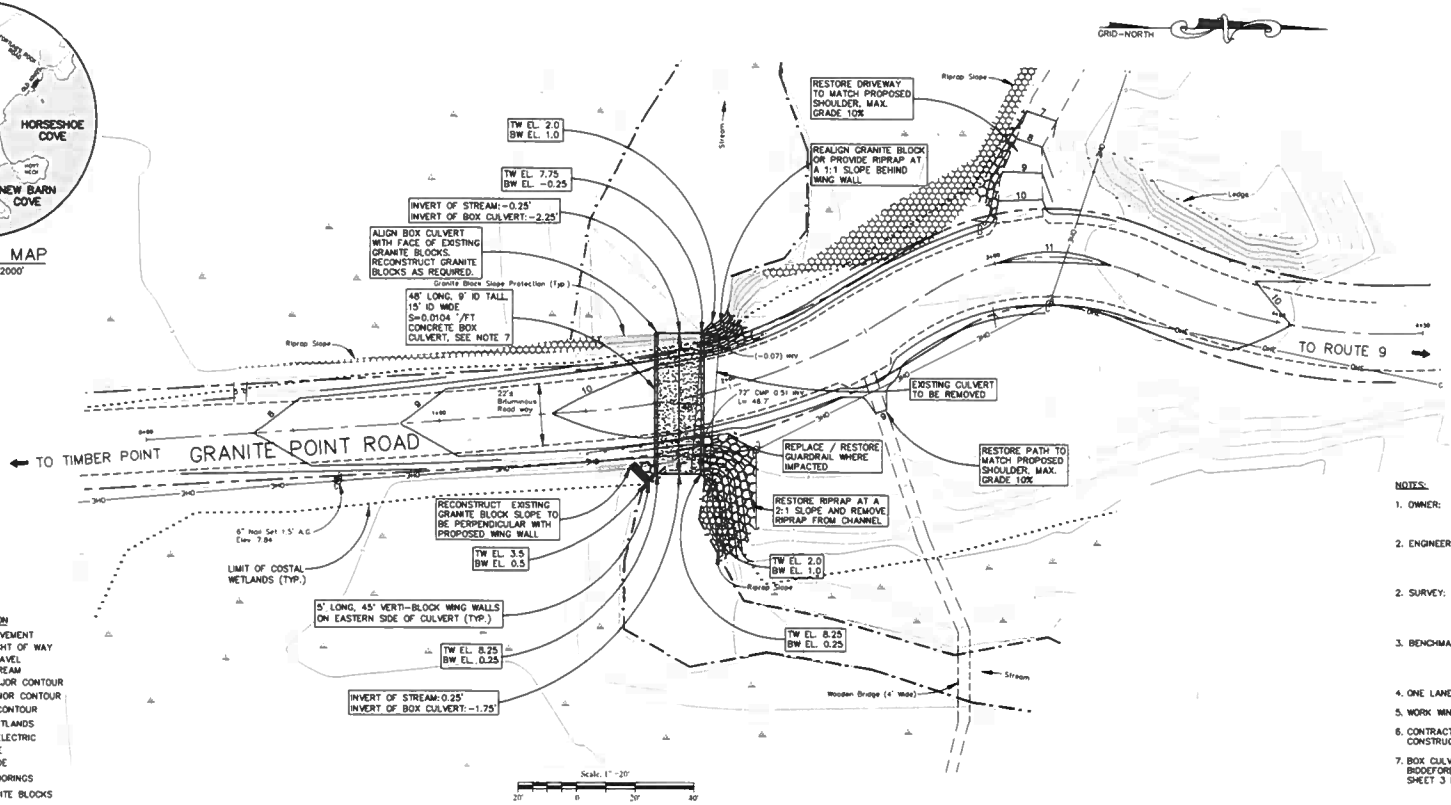
Adobe Sign


Granite Point Rd
2-2
2
4
3
5-6-3
8
7-1
7
75-23
75-1
101'
150'
200'
100'
50'
80'
44
45
49
47
48
49-51
135'
340'
345'
205'
225'
110'
765'
79.3'


LOCUS
N
W
E
S
Granite Point Rd
0 25 50 100 150
Feet
1 inch = 50 feet
GRANITE POINT ROAD
CULVERT REPLACEMENT

LOCATION MAP
SCALE: 1" = 2000'

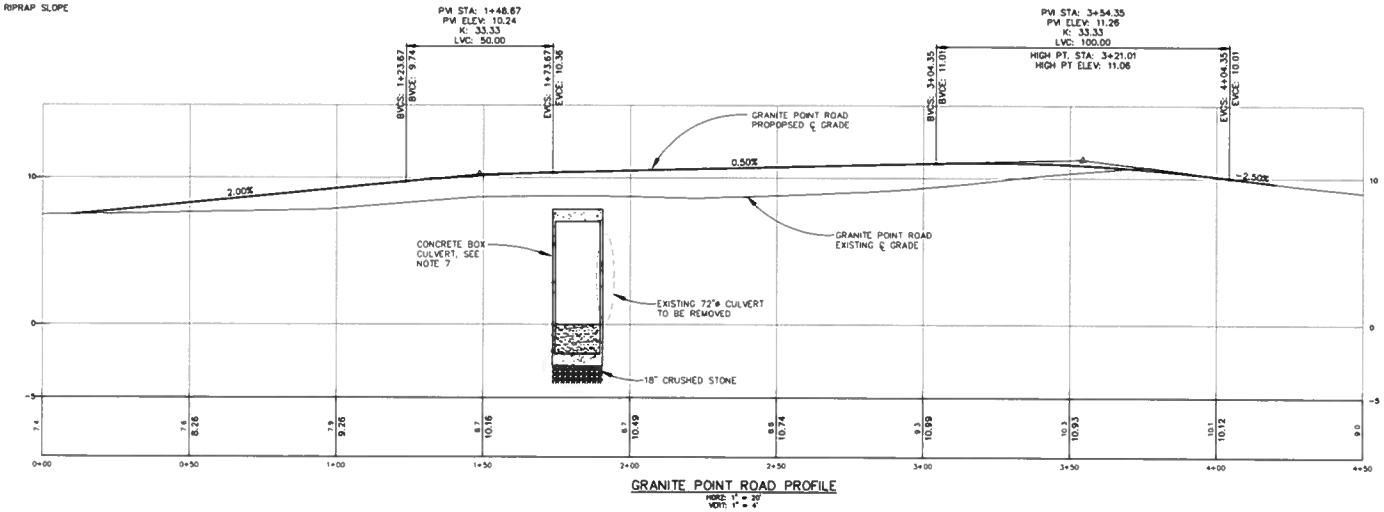


LEGEND

SYMBOL	DESCRIPTION
	EDGE OF PAVEMENT
	EXISTING RIGHT OF WAY
	EDGE OF GRAVEL
	EXISTING STREAM
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
8	PROPOSED CONTOUR
	EDGE OF WETLANDS
OHE	OVERHEAD ELECTRIC
	UTILITY POLE
A.G.	ABOVE GRADE
B-3	PROBES / BORINGS
	RESET GRANITE BLOCKS
	RIPRAP SLOPE

NOTES:

1. OWNER: CITY OF BIDDEFORD, 205 MAIN STREET, BIDDEFORD, MAINE
2. ENGINEER: CHRISTOPHER MacDONALD PE#11985, BH2M, 380B MAIN STREET, GORHAM, MAINE
2. SURVEY: ROBERT LIBBY, JR. PLS#2190, BH2M, 380B MAIN STREET, GORHAM, MAINE
3. BENCHMARK: 6" NAIL SET 1.5' ABOVE GRADE IN UTILITY POLE #502. ELEV. 7.84 (NAVD88) OBTAINED WITH SINGLE PRISM SOKKIA GCX3 RECEIVER
4. ONE LANE ACCESS SHALL BE MAINTAINED AT ALL TIMES.
5. WORK WINDOW OF OCTOBER 15–APRIL 15.
6. CONTRACTOR SHALL PROVIDE A SEQUENCE PLAN PRIOR TO CONSTRUCTION.
7. BOX CULVERT SHALL BE PROCURED BY THE CITY OF BIDDEFORD FOR INSTALLATION BY THE CONTRACTOR. SEE SHEET 3 FOR INSTALLATION DETAILS.



GRANITE POINT ROAD PROFILE
HORIZ: 1" = 20'
VERT: 1" = 4'

NO.	DATE	REVISION DESCRIPTION

BH2M
Berry, Huff & MacDonald, Millington Inc.
Engineers, Surveyors
380B Main Street Gorham, Maine 04038
Tel (207) 839-2771 www.bh2m.com

City Of Biddeford
205 Main Street
Biddeford Maine

SITE PLAN AND PROFILE

GRANITE POINT ROAD
BIDDEFORD, MAINE

DESIGNED	DATE
C. MacDonald	January 2023
DRAWN	SCALE
Staff	1" = 20'
CHECKED	JOB. NO.
S. Blake	20216

SHEET
2

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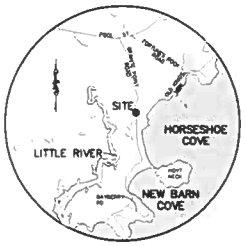
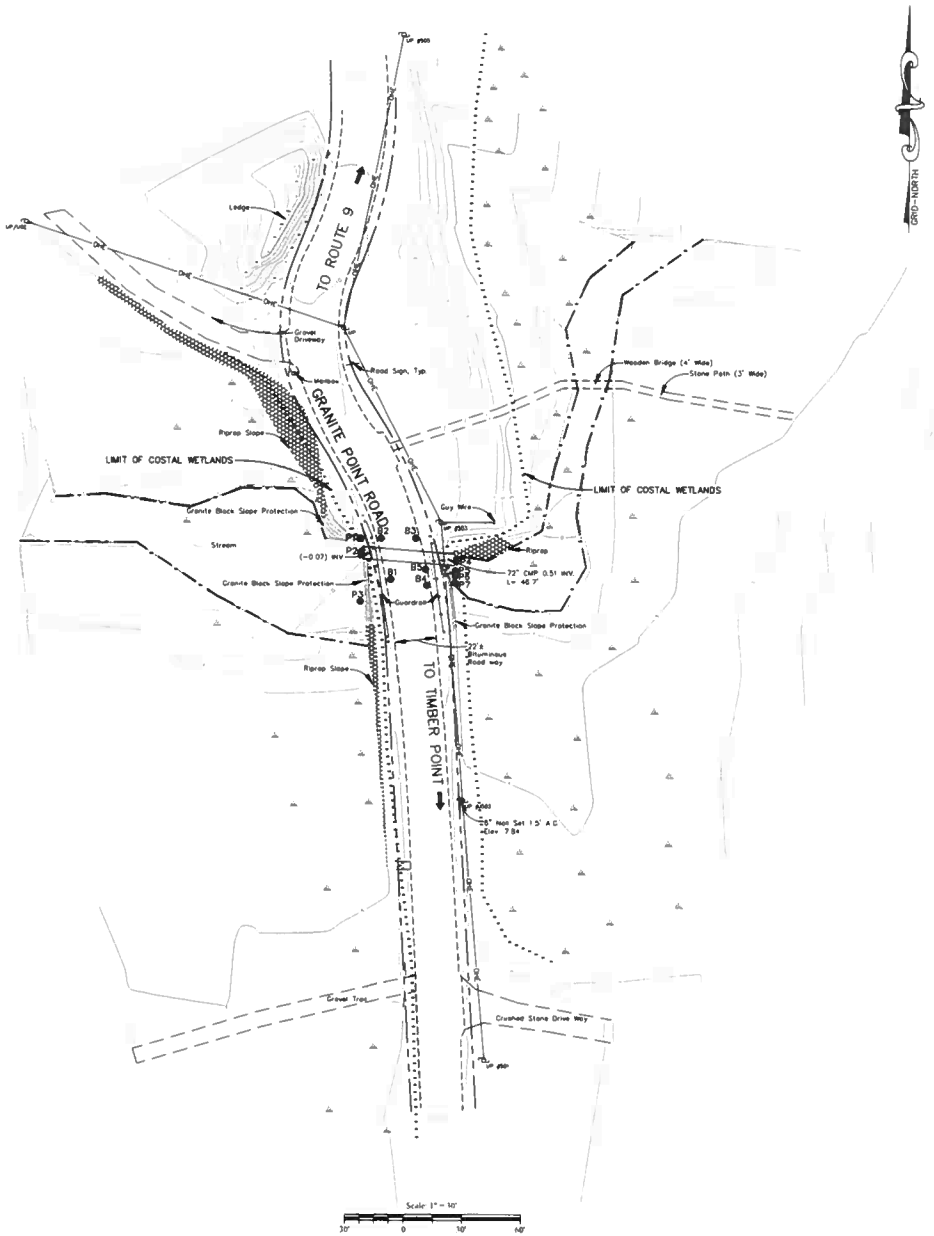


LOCATION MAP
SCALE: 1" = 2000'



NOTES:

1. OWNER: CITY OF BIDDEFORD
205 MAIN STREET
BIDDEFORD, MAINE

2. SURVEY: ROBERT LIBBY, JR. PLS#2190
BH2M
3808 MAIN STREET
GORHAM, MAINE

3. WETLANDS: ALBERT FRICK ASSOCIATES, INC.
731 FOSS ROAD
LIMERICK, ME
AUGUST 2021

4. BENCHMARK: 6" NAIL SET 1.5' ABOVE GRADE IN UTILITY POLE J502. ELEV. 7.84 (NAVD88) OBTAINED WITH SINGLE PRISM SOKKIA GCX3 RECEIVER

BORINGS

	DEPTH	REFUSAL	DEPTH ELEV.
B1	15'	NO	-6.6
B2	16'	NO	-7.6
B3	14'	YES	-5.2
B4	9'	YES	-0.2
B5	7'	YES	1.8

PROBES

	DEPTH	REFUSAL	DEPTH ELEV.
P1	20"	YES	1.5
P2	36"	NO	-3.1
P3	18"	YES	-0.8
P4	39"	YES	-2.7
P5	24"	YES	-1.5
P6	18"	YES	-0.9
P7	26"	YES	-0.9

LEGEND

SYMBOL	DESCRIPTION
	EDGE OF PAVEMENT
	EXISTING RIGHT OF WAY
	EDGE OF GRAVEL
	EXISTING STREAM
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	EDGE OF WETLANDS
OHE	OVERHEAD ELECTRIC
UP	UTILITY POLE
AG	ABOVE GRADE

I CERTIFY THAT THIS SURVEY CONFORMS TO THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS TECHNICAL STANDARDS OF PRACTICE FOR A STANDARD BOUNDARY SURVEY WITH THE FOLLOWING EXCEPTIONS:

1. NO SURVEYORS REPORT

ROBERT C. LIBBY JR. PLS #2190

NO.	DATE	REVISION DESCRIPTION

BH2M
Berry, Huff, McDonald, Milligan Inc.
Engineers, Surveyors
3808 Main Street Gorham, Maine 04038
Tel (207) 856-2771 www.bh2m.com

CITY OF BIDDEFORD
205 Main Street
Biddeford, Maine

EXISTING CONDITIONS PLAN

GRANITE POINT ROAD
BIDDEFORD, MAINE

DESIGNED	DATE
S. Blake	January 2021
DRAWN	SCALE
T. Taggart	1" = 30'
CHECKED	JOB. NO.
R. Libby, Jr.	20216

SHEET
1

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2023.14 IN BOARD OF CITY COUNCIL… February 21, 2023

BE IT ORDERED, that the City Council of the City of Biddeford does hereby direct the City Manager to amend the City of Biddeford Code of Ordinances by creating a new Chapter for Affordable Housing at an appropriate location to include provisions for an Affordable Housing Trust Fund in the form substantially provided below.

Chapter 6 – Affordable Housing

Sec. 6-1 In General

(a) Purpose of Affordable Housing Chapter

This Chapter is intended to provide a conveniently accessible location in the Land Development Code for all incentives, regulations, criteria, and others, relating to affordable housing. Collectively, such incentives, regulations, criteria, and others, may be referred to as the City of Biddeford Affordable Housing Assistance Program. The purpose of the Affordable Housing Assistance Program is to promote affordable, decent, safe, sanitary, accessible housing.

Sec 6-2 Affordable Housing Importance

(a) The City of Biddeford is committed to improving neighborhoods and the lives of the people who live in them. Safe, decent and affordable housing for low and moderate income households is fundamental to the City's vision of a vibrant and inclusive community and to the City's overall economic development goals.

Sec 6-3 Definitions

(a) *To be added*

Sec. 6-10 Affordable Housing Trust Fund

(a) *Creation and purpose.* The affordable housing trust fund ("AHTF") is created for the following purposes:

1. The primary purpose of the AHTF is to provide financial resources to address the affordable housing needs of individuals and families who live or work in the City by promoting, preserving and producing quality long term affordable housing; providing housing related services to low and moderate Income Households; and providing support for non-profit and for profit organizations that actively address the Affordable Housing needs of low and moderate Income households.
2. The AHTF is intended to provide flexible local funding that complements other funding for housing related activities and provides

gap financing to move challenging projects forward. In this regard, the Fund will leverage other public, private and philanthropic funding.

(b) *Administration of program.* Under the direction of the City Manager, the Planning & Development Department (P&DD) shall be responsible for the administration of the AHTF, except for fiscal handling of funds, which shall be consistent with all other financial affairs of the City, unless otherwise so specified.

(c) *Annual review of goals of AHTF.*

1. The City Council shall initially establish the goals of the fund. Once adopted, the City Council shall annually review the adopted goals and may amend the goals from time to time to address any affordable housing goals adopted by the City.
2. The City Council may delegate to an existing public Board, Committee or Commission of the City, or create a new public body by amending this ordinance, to make goal recommendations to the City Council.

(d) *Applications and awards.* The P&DD shall be responsible for developing and updating an application and evaluation process for the use of the AHTF. Up to five percent annually of the AHTF may be utilized for administrative expenses to manage applications, reporting, and compliance, including the hiring of additional staff.

1. Applications shall be accepted on at least annual basis, with projects reviewed as part of a competitive annual RFP process. All projects shall submit proposals to be reviewed during the annual process.
2. The application evaluation criteria shall prioritize projects that maximize the following:
    i. Total number of months of affordability, with longer periods of guaranteed affordability given higher priority; and
    ii. Affordability threshold, with higher priority for projects as established by the annual goals. Said goals shall be expressed based on the percentage of area median family income (AMFI);
    iii. Number of affordable units created per AHTF dollar invested; and Projects may be given a higher priority which include a higher percentage of units suitable for families (two or more bedrooms) as established by the annual goals;
    iv. Social housing opportunities may be given higher priorities such as cooperatives, community land trusts, and other options that allow for long-term community affordability.

(e) *Funding allocation minimums.* As part of the annual goal setting process for use of the funds, a minimum funding allocation may be established in determining awards to applicants, based on the following categories:

1. For use in affordable rental preservation, at or below 80 percent AMFI.
2. For affordable rental creation, at or below 80 percent AMFI
3. To create/support dedicated transitional housing and permanent supportive housing for the homeless; and

4. For use for homeownership support programs and/or retention programs for residents at income levels below 120 percent AMFI. Programs that provide a path for resident tenants to transition to ownership shall be eligible.

(f) *Maximum awards.*

1. The maximum award given to for-profit developers is 20 percent of the development cost (loan) or ten percent for a grant.
2. The maximum award given to non-profit developers is 30 percent of the development cost (loan) or 15 percent for a grant.

(g) *Affordability requirement.* All units using AHTF funds to support, preserve, or create such units shall be kept affordable for at least 30 years in accordance with the following definition: "Affordable housing shall be defined as housing that a household having income at or below eighty percent (80%) of the HUD Area Median Family Income ("AMFI") for all households within the City of Biddeford would be able to afford if it were to expend not more than thirty percent (30%) of such income for the mortgage or rent, including utilities."

1. Funds may be deployed in projects that include market rate units, solely for an eligible use.
2. Awards may be made in the form of a grant, low or zero-interest loan.
3. All funded projects must be started within one year of when award recipient receives a fully executed funding contract agreement with the city; or else award recipient must promptly return all received AHTF funds to the city. An applicant may request a one year extension.
4. Federal affordable housing funds administered by the housing and community development department shall also be allocated through the AHTF application and review process.

(h) *City council.* Once applications are evaluated, AHTF recommendations shall be presented to the city council, which may accept, reject or adjust recommendations. In no case shall AHTF funding he provided to any project which did not submit an application through the designated application process.

(i) *Annual report to council.* The P&DD shall provide a written annual report to council and the city manager, which includes the following information:

1. Number of applications received and funded;
2. Descriptions of the funded projects; including location, rental rates of units, and percent of units at each AMFI level;
3. Number of units funded (total units and at various income levels) and unit sizes;
4. Total cost to residents based on subsidy, commuting time and utilities;
5. Cost per unit created/preserved;
6. Average timeline for the unit to become available once funded;
7. Remaining years of affordability for previously funded units (averages and totals);
8. Percentage of awards that go to non-profit/community organizations vs. commercial developers; and
9. Recommendations for change to future application processes, guidelines and program governance.

(j) *Revenues.* The Biddeford City Council shall determine the sources and amounts of funds that will be designated to the AHTF. Said designation may be done in any legal form allowable and within their authority, including but not limited to ordinance, order, appropriation and others allowable.

1. Unless otherwise restricted or regulated, all grants, donations and such funding for the specific purposes of affordable housing shall be designated into the AFHT.

Note: This order is provided to allow the public an opportunity to review and offer comment on the preliminary draft of the Affordable Housing ordinance. The City Council may also wish to go into Committee-of-the-Whole to discuss the draft and provide the City Manager with further guidance.

City Council

Meeting Date: February 21, 2023
Meeting Time: 6:00 pm

Agenda Item No: 7.b. 2023.14
Item Description: 2023.14) Discussion/ Creation of an Affordable Housing Trust Fund

Submitted by: James Bennett, City Manager

Supporting Information/Documentation:

See Affordable Housing Task Force Final Report.

Key Terms:

N/A

Executive Summary:

One of the recommendations in the final report of the Mayor's Task Force on Affordable Housing was the creation of an Affordable Housing Trust Fund. The Council discussed moving forward with creating an ordinance change to allow for the creation of such a fund. Order 2023.14) is the preliminary draft for Council review and the public comment.

Detailed Review:

The Affordable Housing Task Force made several recommendations as part of the final report. One recommendation was the creation of an Affordable Housing Trust Fund (AHTF). The primary purpose of the AHTF is to provide financial resources to address the affordable housing needs of individuals and families who live or work in the City by promoting, preserving, and producing quality long term affordable housing; providing housing related services to low and moderate Income Households; and providing support for non-profit and for profit organizations that actively address the Affordable Housing needs of low and moderate Income households.

The preliminary draft ordinance is admittedly not complete. The draft and Order are intended to provide the framework for public discussion at all stages of the process.

The draft covers creation of the fund along with the administrative components, proposed funding and award criteria, and reporting.

Public and Council review and comment on the preliminary draft will assist in ensuring the ordinance aligns with the community's goals and will allow course corrections if the approach to the current draft is inconsistent with the desired approach.

Funding Source:

N/A

Staff Recommendation:

This is the preliminary draft to allow for initial public comment and Council review/input. The City Council may wish to have a Committee-of-the-Whole discussion in addition to public comment associated with the Order to work through any points of concern and provide additional direction to be incorporated in the next version.

City of Biddeford

2023.15 IN BOARD OF CITY COUNCIL. FEBRUARY 21, 2023

BE IT RESOLVED, that the City Council of the City of Biddeford does hereby reaffirm the November 10, 2020 housing goals, namely:

- Increase homeownership within the community from 48% to 51% by January 1, 2026;
- Create at least two hundred (200) 'next home' opportunities by January 1, 2026 (a 'next home' refers to a home that provides for more space to accommodate a growing family);
- Create at least two hundred (200) first time homeownerships opportunities, meaning that they are affordable to households between 80% to 120% of median income;
- Create or preserve ninety (90) units of affordable rental units per year for five years, with half of the units targeted to serve the 40% to 80% median income community and a desired goal of having at least half the units being created by new construction;
- Rehabilitate at least sixty-five (65) rental units per year for the next three years so that the units are healthy homes and lead free/

BE IT FURTHER RESOLVED, that the City Council does hereby modify the above goals as follows:

- Create or preserve one hundred eighty (180) units of affordable rental units per year for five years (2023 to 2028) for a total of nine hundred (900) units, with half of the units targeted to serve the 40% to 80% median income community and a desired goal of having at least half the units being created by new construction;

BE IT FURTHER RESOLVED, that the City Council does hereby create an additional housing goal:

- The overall community percentage goal of affordable rental units shall be 12.5% of all rental units by 2028.

Biddeford City Council

Meeting Date: February 21, 2023
Meeting Time: 6:00 PM

Agenda Item No: 7.c. 2023.15
Item Description: Approval/Amend 2020 Council Housing Goals

Submitted by: James A. Bennett, City Manager

Supporting Information/Documentation:

Affordable Housing Task Force Report

2020 Council Housing Goals

Key Terms:

N/A

Executive Summary:

For the vast majority of 2022, the Affordable Housing Task Force (AHTF) took a deep dive into the housing markets within Biddeford. The task force issued their report in December. Among the recommendations included in the report was a review of the initial housing goals the Council adopted in 2020. The task force recommended some modification to those goals. Those recommendations appear before the City Council for their deliberation and consideration.

Detailed Review:

The members of the AHTF have not included any significant changes to the goals that the Council previously adopted with one exception. One of the previous goals was to create/preserve 450 affordable housing units over a five year period, beginning in 2021. Without any new units, the goal by itself would translate into 9% of the housing units within the City being affordable.

Since 2020, over 1,500 new housing units are either approved or currently in the approval process. AHTF identified that the mixture of affordable housing units are equally important as the actual numbers created. A historically working class community, maintaining a mixture of affordable housing units within the community is not only important for the viability of the downtown and community but it also is historically significant.

To maintain a balance of working class residents, it is recommended that the City Council modify its 2020 goals as follows:

1. The Task Force supports the doubling of the 2020 goal to create or preserving 450 affordable housing units over five years. The new goal would be to create or preserve 900 affordable housing units between 2023 and 2028.
2. The Task Force recommends an overall community percentage goal of seeking that 12.5% of all rental units be affordable by 2028.

The Task Force recommends that all remaining goals adopted in 2020 remain unchanged.

Funding Source:

None.

Staff Recommendation:

Staff is providing no further guidance on this issue.