



**City of Biddeford
City Council**

June 3, 2025 at 6:00 PM
City Hall Council Chambers & Zoom

[Click to Join Zoom Meeting Online](#)

Or call in by phone: +1 312 626 6799

Meeting ID: 994 9339 4654

Passcode:755245

1. Roll Call
2. Pledge of Allegiance
3. Adjustment(s) to Agenda
4. Public Hearing
 - 4.a Public Hearing Liquor License for Maine Pickleball Partners, LLC DBA Bounce
 - 4.b Public Hearing Liquor License for The Gutter Bar Biddeford LLC
5. Liquor License Consideration
 - 5.a Maine Pickleball Partners, LLC DBA Bounce
 - 5.b The Gutter Bar Biddeford LLC
6. Proclamation
 - 6.a Pride Month 2025
7. Appointments
 - 7.a 2025.68 Approval Mayoral Appointments to Citizen Committees
 - 7.b 2025.73 Approval of Appointments to the PACTS Policy Board
8. Presentation
 - 8.a Biddeford Opportunity Crew program
9. Public Addressing the Council
(3 minute limit per speaker for up to a total of 15 minutes)
10. Consideration of Minutes

10.a Council Minutes 5-20-25

11. Orders of the Day

11.a 2025.72 Approval Amend Marble Block JDA

11.b 2025.69 WDC 3 Lincoln Site (Pearl St) Development Agreement

11.c 2025.70 Approval 2nd Amendment to Master Plan Development Agreement 3 Lincoln LLC (Pearl St)

11.d 2025.71 Approval Civic Plus Community Development Module

11.e Remove from Table 2025.51 Approval Sewer Operations FY26

12. Public Addressing the Council

(5 minute limit per speaker)

13. City Manager Report

14. Committee Updates by Council

15. Other Business

16. Council President Addressing the Council

17. Mayor Addressing the Council

18. Executive Session

18.a Executive Session 1 MRS 405 6 (a) Personnel Matters

18.b Executive Session 1 MRS 405 6 (D) Labor Negotiations

19. Adjourn

NOTICE OF PUBLIC HEARING

CITY OF BIDDEFORD

Regarding: Liquor License Maine Pickleball Partners, LLC DBA Bounce

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

Tuesday, June 3, 2025 at 6:00 pm

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

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

Maine Pickleball Partners, LLC DBA Bounce

420 Alfred Street

Biddeford, Maine

Restaurant: Beer, Wine and Spirits

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

NOTICE OF PUBLIC HEARING

CITY OF BIDDEFORD

Regarding: The Gutter Bar Biddeford, LLC

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

Tuesday, June 3, 2025 at 6:00 pm

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

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

The Gutter Bar Biddeford LLC

129 Main Street

Biddeford, Maine

Restaurant: Beer, Wine and Spirits

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

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

City of Biddeford
BUSINESS LICENSE APPLICATION

BUSINESS NAME: Maine Pickleball Partners, LLC DBA Bounce

Business Address: 420 Alfred Street Biddeford, Me 04005 020026001A
Map Lot

Mailing Address: 2 Livewell Drive Suite 201 Kennebunk, ME 04043

Business Telephone Number: 207-985-5132

Email Address: richard@questfitnessmaine.com

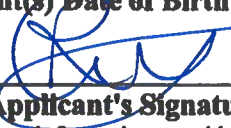
OWNER/OPERATOR: Tim Harrington /Richard Evans

Home Physical Address: 76 North Street Kennebunkport, ME 04046
51 Hooper Shores Rd York, ME 03909

Home Mailing Address: 2 Livewell Drive, Suite 201, Kennebunk, ME 04043
51 Hooper Shores Rd, York, ME 03909

Home Telephone Number: 1-305-282-1051 (TH) / 1-207-475-2572 (RE)

Applicant(s) Date of Birth: 08/24/1963 (TH) 09/09/1961(RE)


Applicant's Signature

3-19-25
Date

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

TYPES OF ENTERTAINMENT:

\$150.00 (single/multiple events)

- ☐ Concert
☒ Exhibitions (live performances)
☐ Circus/Carnival

☐ Playhouse/Play

- ☐ Indoor Skating Rink
☐ Bowling Lanes
☐ Theater/Movie House
(plus \$25.00 per screen)
☐ Billiard Room(s)

\$150.00 (annual)

- ☐ Public Firing Range
☐ Bottle Club

AUTOMOBILE REPAIR AND/OR GRAVEYARD:

- ☐ Automobile Repair Garage for maintenance
☐ Automobile Graveyard

\$75.00

\$200.00

PLACES/DEALERS IN PRODUCTS:

\$200.00

- ☐ Secondhand Dealers
☐ Dealers in gold jewelry, etc.
☐ Antique Dealer

- ☐ Flea Market (for 20 tables; \$5 per add'l table)
☐ Junk Dealer/Recycling

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

PAWNBROKER:	\$200.00
VENDOR ON A PUBLIC PLACE:	\$50.00
ICE CREAM TRUCK VENDOR (need to show proof of at least \$500,000 liability insurance)	\$75.00
VENDING ON WATERWAYS	\$100.00
OPERATING LICENSE:	
☐ Victualer (no alcohol)-State Cert. Required	\$75.00
☐ Victualer serving beer and/or wine- State Cert. Required	\$100.00
☒ Victualer serving beer, wine and/or liquor State Cert. Required	\$150.00
☐ Taxicab, motorbus, public automobile (plus \$20.00 per vehicle)	\$50.00
☐ Massage Establishment/Therapist	\$100.00
☐ Combined Massage Establishment/Massage Therapist	\$150.00
☐ Adult Business	\$2,000.00
☐ Sludge Disposal	\$50.00
MISCELLANEOUS:	
☒ Advertising (for liquor licenses)	\$200.00
☐ Newspaper Vending Machines (per machine)	\$10.00
☐ Video Game Devices (up to a max of \$50.00)	\$10.00 (each machine)

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

CITY COUNCIL APPROVAL DATE (if applicable): _____

CODE ENFORCEMENT APPROVAL: _____
(Occupancy Permit Issued)

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

Please contact the Code Enforcement Office to schedule an inspection (207) 284-9236

CITY OF BIDDEFORD BUSINESS LICENSE APPLICATION

BUSINESS NAME: The Gutter Bar Biddeford LLC

Business Address: 129 MAIN ST BIDDEFORD ME 04005-2503 Map Lot

Mailing Address: 129 MAIN ST BIDDEFORD ME 04005-2503

Business Telephone Number: pending; please call attorney Hari Nathan Kalyan (512)347-8777

Email Address: todd@gutterbarbowl.com; please email attorney hari@warrenkalyan.com

OWNER/OPERATOR: Todd Powers

Home Physical Address: 3667 Route 301 Carmel, NY 10512

Home Mailing Address: 3667 Route 301 Carmel, NY 10512

Home Telephone Number: 718-387-6562

Applicant(s) Date of Birth: 3/7/1978

Todd Powers 3/25/25
Applicant's Signature Date

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

All applications are subject to a \$10.00 administrative fee and a late charge of \$10 for each license that has expired more than 30 days and an additional \$10 shall be charged for each month thereafter that the license has not been renewed.

TYPES OF ENTERTAINMENT:

\$150.00 (single/multiple events)

- ☐ Concert
☐ Exhibitions (live performances)
☐ Circus/Carnival
☐ Indoor Skating Rink
☒ Bowling Lanes
☐ Theater/Movie House
(plus \$25.00 per screen)
☐ Billiard Room(s)

☐ Playhouse/Play

\$150.00 (annual)

- ☐ Public Firing Range
☐ Bottle Club

AUTOMOBILE REPAIR AND/OR GRAVEYARD:

- ☐ Automobile Repair Garage for maintenance
☐ Automobile Graveyard

\$75.00

\$200.00

PLACES/DEALERS IN PRODUCTS:

\$200.00

- ☐ Secondhand Dealers
☐ Dealers in gold jewelry, etc.
☐ Antique Dealer

- ☐ Flea Market (for 20 tables; \$5 per add'l table)
☐ Junk Dealer/Recycling

Rev. 7.2024

Please contact the Code Enforcement Office to schedule an inspection (207) 284-9236

PAWNBROKER: **\$200.00**

VENDOR ON A PUBLIC PLACE: **\$50.00**

ICE CREAM TRUCK VENDOR **\$75.00**

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

VENDING ON WATERWAYS **\$100.00**

OPERATING LICENSE:

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

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

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

State Cert. Required

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

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

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

☐ Adult Business **\$2,000.00**

☐ Sludge Disposal **\$50.00**

MISCELLANEOUS:

☒ Advertising (for new liquor licenses) **\$200.00**

Business License Application Disclosure: Submitting, signing and paying the applicable fees does not guarantee the issuance of a business license in the City of Biddeford.

CITY COUNCIL APPROVAL DATE (if applicable): _____

CODE ENFORCEMENT APPROVAL: _____
(Occupancy Permit Issued)

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



PROCLAMATION

Pride Month 2025

WHEREAS, the City of Biddeford is committed to being a welcoming, safe, and inclusive place for everyone—no matter who they are or who they love; and

WHEREAS, our LGBTQ+ neighbors are friends, family members, coworkers, and leaders who enrich our community every day with their creativity, resilience, and contributions; and

WHEREAS, Pride Month is a time to honor the progress we've made, support those who continue to advocate for fairness and dignity, and celebrate the vibrancy of the LGBTQ+ community; and

WHEREAS, Biddeford takes pride in being a city where people of all identities can live openly, love freely, and know they belong;

NOW, THEREFORE, I, Martin Grohman, Mayor of the City of Biddeford, do hereby proclaim June 2025 as **Pride Month** in the City of Biddeford, and I encourage all residents to join in celebrating the diversity that strengthens our community.

*In Witness Whereof, We the undersigned have herewith affixed
our signatures this 3rd day of June 2025.*

Mayor



City Clerk

City of Biddeford



2025.68 IN BOARD OF CITY COUNCIL... JUNE 3, 2025
BE IT ORDERED, that I Martin Grohman do hereby appoint the following:

Paul Therrien
Ward 7
To the Veterans Committee for a term
to expire December 31, 2027

Jim LaBelle
Ward 1
To the Saco River Corridor Commission
For a term to expire November 1, 2027

Attest by: _____

Committee, Board, and Commission Application Form

Application

Name Paul Therrien

Pronouns Field not completed.

Ward 2

Need to find your Ward?

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

(Section Break)

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

Veterans Committee

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? I have served before, and am ready to serve again, because while I am grateful for the progress being made, I know we still have more to do.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. I am a 20- year Retired Air Force E-9 Chief Master Sergeant. I am also a current member of the American Legion, and the Vietnam Veterans of America

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). Solid Waste Management Commision----Chairman----25 years.

Charter Review Commision----Chairman----on the last CRC and the one prior.

Original Cable TV Committee.

Committee, Board, and Commission Application Form

Application

Name Jim LaBelle

Pronouns Field not completed.

Ward 1

Need to find your Ward?

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

(Section Break)

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

If other, please list below. Saco River Corridor Commission

Why are you interested in serving the City of Biddeford? As a resident and the most recent Executive Director of the Biddeford & Saco Chamber of Commerce, I am passionate about how great a community we have and want to help out in any way I can!

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. Biddeford & Saco Chamber of Commerce - Executive Director 2018-2025

Professional Background: Marketing, Sales, Finance

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). Biddeford & Saco Chamber of Commerce - Executive Director 2018-2025

City Theater Board of Directors - 2020-2025

Biddeford Mills Museum Board of Directors - 2019-2024

Saco Economic Development Commission - Ex-Officio Member

CERTIFICATE OF APPOINTMENT
(Title 30-A, M.R.S.A. §2602)

CITY COUNCIL'S OFFICE

MUNICIPALITY OF BIDDEFORD

June 3rd A.D. 2025

TO Jim LaBelle of BIDDEFORD, in the County of YORK and State of Maine. There being a vacancy in the position of the Saco River Corridor Commission, the City Council of the Municipality of BIDDEFORD do, in accordance with the provisions of the laws of the State of Maine, hereby appoint you as a Saco River Corridor Commission Member (Alternate) within and for the Municipality of BIDDEFORD, such appointment to be effective until NOVEMBER 1, 2027.

Given under our hands this3rd.....day ofJune....., 2025

.....}	<i>City Council</i>
.....}	<i>of</i>
.....}	BIDDEFORD
.....}	

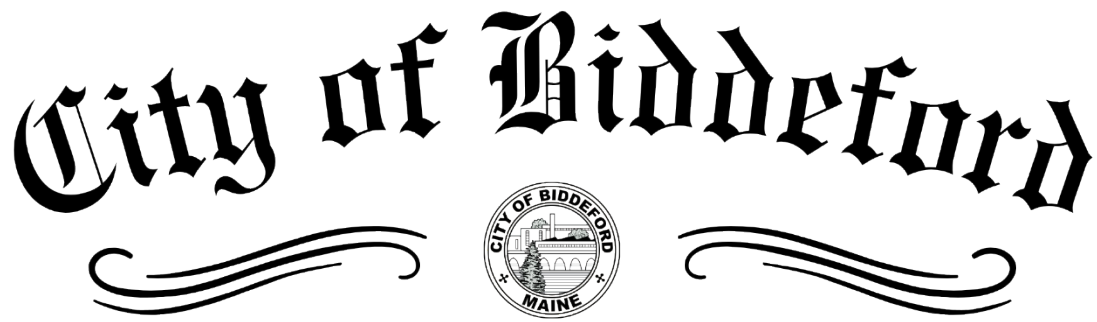
STATE OF MAINE

County of YORK, ss.

....., 2025

Personally appeared the above named Jim LaBelle who has been duly appointed by the City Council as a SACO RIVER CORRIDOR COMMISSION MEMBER (ALTERNATE) in said Municipality, and took the oath necessary to qualify them to discharge said duties for the term specified above according to law. Before me,

Municipal Clerk/Notary Public/Dedimus Justice



2025.73 IN BOARD OF CITY COUNCIL... JUNE 3, 2025

BE IT ORDERED, that the Biddeford City Council does hereby appoint the following to represent the City of Biddeford:

Mayor Martin Grohman

Ward 3

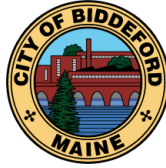
As a member of the PACTS Policy Board

Council President Liam LaFountain

Ward 7

As an Alternate member of the PACTS Policy Board

Attest by: _____
Robin Patterson, Clerk



CITY OF BIDDEFORD

General Assistance

205 Main Street, Biddeford Maine 04005

Phone (207) 284-9514 Fax (207) 571-0675

Executive Summary

The Biddeford Opportunity Crew is a pilot initiative led by the City of Biddeford's Health and Welfare Department to address visible homelessness, public space concerns, and economic instability through a compassionate, community-driven employment and engagement model. Inspired by successful programs in cities such as Portland, Maine, and Albuquerque, New Mexico, the Opportunity Crew provides low-barrier, paid work opportunities to individuals experiencing homelessness or housing instability, while connecting participants with essential support services.

Participants are offered temporary, part-time work—such as litter removal, beautification projects, and light maintenance—focused on improving public spaces and fostering civic pride. Each workday includes transportation, lunch, and access to employment programming. The program is intentionally designed to lower barriers to employment, build trust, and offer a stepping-stone toward more stable job and housing situations.

The Opportunity Crew not only provides immediate income and stability for participants but also strengthens Biddeford's public spaces and social fabric. By bridging the gap between marginalized individuals and the city services meant to support them, the program fosters dignity, inclusion, and hope—while demonstrating a practical, scalable model for addressing visible poverty with humanity and innovation.

The City of Biddeford is launching this initiative as a seasonal pilot in partnership with local nonprofit agencies and community stakeholders, with the goal of evaluating outcomes related to employment readiness, housing stability, public space maintenance, and community perception. If successful, the program will serve as a cornerstone of the City's long-term strategy to promote public health, economic opportunity, and compassionate civic engagement.

Detailed Review

In response to the City of Biddeford's ongoing efforts to address visible homelessness, workforce disconnection, and public space maintenance, The General Assistance Office is launching a pilot initiative called the Biddeford Opportunity Crew. This program is a direct municipal response to concerns raised by residents, businesses, and unhoused individuals alike. It offers a low-barrier, dignity-centered employment opportunity to people experiencing homelessness while simultaneously improving the condition of public spaces and strengthening the city's overall approach to compassionate public engagement.

The Opportunity Crew is modeled after a successful initiative operated by the City of Portland, Maine, which has seen favorable results since its launch in 2017. Portland's model—based on national best practices—demonstrated that even short-term, part-time, low-barrier employment can play a

transformative role in helping individuals move toward housing and economic stability. The Biddeford program is designed to bring that same balance of practicality and compassion to our own community, scaled for local needs and capacity.

Participants in the Opportunity Crew will be recruited from individuals currently staying at Seeds of Hope. Each shift will employ four to five individuals to complete visible, hands-on tasks around the city, such as litter removal, beautification, and minor public works maintenance. Shifts will take place twice per week, weather permitting. Participants will be compensated weekly by SoH based on hours worked. They will be supported on-site by one of the GA caseworkers, who will be in charge of this program during the summer season.

The City will coordinate the program through the General Assistance Office, with support from other municipal departments such as Public Works and Parks & Recreation, who will help identify cleanup sites and provide operational coordination. In addition, the program is working with community businesses for funding and with non-profit partners for marketing the program and meals for the participants. These collaborations are vital to ensuring that the program functions as a bridge between the City and the broader community.

Over the course of the first year, the City anticipates providing more than 100 day-labor shifts, directly supporting at least 20 individuals in accessing financial opportunity, employment skills, and civic belonging, while improving numerous public spaces through the team's efforts. These goals are measurable and will be tracked using a combination of internal data, case management reporting, and qualitative feedback from participants and stakeholders. Equally important is the program's broader intent to foster public understanding and reduce stigma around homelessness by highlighting participants' contributions and potential.

The maximum estimated cost to operate the pilot is approximately \$12,000.00. This includes participant stipends as well as potential equipment needed to operate. Funding for the program is modeled after the Portland Opportunity Crew and is made exclusively by private sponsorships and in-kind donations. Because of its relatively modest budget, the program offers a high return on investment when measured against anticipated benefits to the community, including cleaner public spaces, reduced strain on public services, and stronger community engagement.

We believe the Biddeford Opportunity Crew has the potential to serve as a cornerstone program within the City's broader strategy to promote housing stability, economic opportunity, and public safety. It is also a scalable and replicable model, which—if successful—could be expanded in future fiscal years to accommodate more participants or additional days of service. Our next steps include finalizing funding commitments, refining project logistics, and launching the pilot phase. Evaluation tools are being developed to ensure the program is rigorously assessed and continuously improved.

In launching the Biddeford Opportunity Crew, the City is making a statement: that everyone deserves the opportunity to contribute, to be compensated fairly, and to take meaningful steps toward stability and self-sufficiency. We respectfully request the City Council's continued support for this initiative—through advocacy and a shared commitment to a more inclusive and resilient Biddeford.

Please direct any further questions to Jake Hammer, General Assistance Supervisor at jacob.hammer@biddefordmaine.org. Thank you for your time.

City of Biddeford
City Council
May 20, 2025 at 6:00 PM
City Hall Council Chambers & Zoom

1. Roll Call

Council President LaFountain - present
Councilor Lessard - present
Councilor Ortiz - present
Councilor Emhiser - present
Councilor Whiting - present
Councilor Beaupre - present
Councilor Gross - present
Councilor Belanger - present
Councilor Doughty - excused

2. Pledge of Allegiance

3. Adjustment(s) to Agenda

none

4. Recognition

4.a Mayoral Recognition of Vincent Keely

Mayor Grohman spoke about the long-time owner of the Wonderbar.

5. Proclamation

5.a Recognition of City Clerks, Public Works, Public Service and Emergency Medical

Services weeks- Proclamation

Councilor Ortiz read the proclamation.

5.b 2025 AANHPI Month- Proclamation

Mayor Grohman read the proclamation.

6. Appointments

6.a 2025.65 Mayoral Appointments to Citizen Committees

Motion: Councilor Whiting

Second: Councilor LaFountain

Vote: Unanimous in favor.

Motion passed.

7. Presentation

7.a Construction Update by Public Works

Public Works Director Jeff Demers gave an update on the major construction projects in the city.

7.b Southern Maine Agency on Aging- Meredith Anderson, Community Outreach

Director, presentation on SMAAA's work and ongoing efforts to support older adults in our region.

Melissa Paquet gave an overview of the major services provided by SMAA.

8. Liquor License Consideration

8.a Banded Horn Brewing Catering Permit 2025 La Kermesse

Motion: Councilor Beaupre

Second: Councilor Whiting

Vote: Unanimous in favor.

Motion passed.

9. Public Addressing the Council

One citizen encouraged everyone to work together, not focus on the negative and support the downtown businesses.

One citizen asked about the UNE pier and the harbor commission.

The organizers of LaKermesse explained the route of the parade for Friday, June 20th.

10. Consideration of Minutes

10.a Council Minutes 5-6-25

Motion: Councilor Beaupre

Second: Councilor Whiting

Vote: Unanimous in favor.

Motion passed.

10.b Special Council Meeting Minutes 5-8-25

Motion: Councilor Beaupre

Second: Councilor Whiting

Vote: Unanimous in favor.

Motion passed.

11. Second Reading

11.a 2025.61 Approval Ordinance Change Use of Jake Brake Prohibited

Motion: Councilor Beaupre

Second: Councilor LaFountain

Vote: 7 yeas – Councilors Ortiz, Belanger, Gross, Beaupre, Whiting, Emhiser and LaFountain.

1 nay – Councilor Lessard.

Motion passed.

12. Orders of the Day

12.a 2025.51 Approval Sewer Operations FY26

Motion: Councilor Beaupre

Second: Councilor Belanger

Councilor Lessard – motion to Table until the next meeting.

Second: Councilor LaFountain

Vote: Unanimous in favor.

Motion to Table passed.

12.b 2025.42 Approval La Kermesse Special Events Permit

Motion: Councilor Beaupre

Second: Councilor LaFountain

Vote: Unanimous in favor.

Motion passed.

12.c 2025.59 Approval LaKermesse Fee Waiver

Motion: Councilor LaFountain

Second: Councilor Lessard

Councilor Beaupre – the extra request should have been included with the annual budget.

Councilor LaFountain – waivers have been provided for other free events; this event has a free parade and Sunday is free.

Vote: 4 yeas – Councilors Lessard, Ortiz, Emhiser and LaFountain

4 nays – Councilors Belanger, Gross, Beaupre, and Whiting

Mayor Grohman voted yea.

Motion passed.

12.d 2025.64 Approval Heart of Biddeford Confetti Bazaar

Motion: Councilor LaFountain

Second: Councilor Belanger

Heart of Biddeford Director Delilah Poupore described the event.

Councilor Ortiz – this is the type of event that is needed in the downtown right now.

Vote: Unanimous in favor.

Motion passed.

12.e 2025.43 Approval DEP Consent Agreement

Motion: Councilor Belanger

Second: Councilor Emhiser

Manager Phinney explained the process of the agreement. It is part of a 10-year master plan.

Councilor Belanger- thank you to everyone who has worked on this and on improving the relationship with DEP to bring this about.

Public Works Director Jeff Demers praised the efforts of Tom Milligan and the rest of the engineering team. Tom has worked on this for more than 15 years.

Vote: Unanimous in favor.

Motion passed.

12.f 2025.66 Approval Bond for Treasurer

Motion: Councilor Belanger

Second: Councilor LaFountain

Vote: Unanimous in favor.

Motion passed.

12.g 2025.67 Approval Cupola with Bickmore Diversified

Motion: Councilor Beaupre

Second: Councilor Whiting

Councilors discussed the need for the lightening rod or doing the cupola repair without it.

Manager Phinney will verify the insurance requirements and notify the Council.

Councilor LaFountain — motion to amend, first sentence strike “including installation of a lighting rod” change amount “not to exceed” to \$49,750; and strike the last paragraph.

Second: Councilor Beaupre

Vote on the amendment: 7 yeas- Councilors Ortiz, Belanger, Gross, Beaupre, Whiting, Emhiser and LaFountain.

1 nay — Councilor Lessard.

Amendment passed.

Vote on the order as amended: 7 yeas- Councilors Ortiz, Belanger, Gross, Beaupre, Whiting, Emhiser and LaFountain.

1 nay — Councilor Lessard.

Motion passed.

13. Public Addressing the Council

One citizen spoke about a recent attack.

Councilor Belanger – motion to extend the time permitted for public comments.

Second – Councilor Whiting

Vote – Unanimous in favor.

Motion approved.

14. City Manager Report

Acting City Manager Brian Phinney updated the Council on the sewer billing progress.

He reviewed the 3 phases for the Eastern Fire Substation preparation; the first report should be ready in a few weeks.

He shared information about the York County Resiliency Grant to conduct required FEMA mapping.

He gave an update on the FY24 and FY25 audits.

15. Committee Updates by Council

The Veterans Committee has a Memorial Day event on Waterhouse Field, Monday at 10:00 am.

The American Legion is holding a blood drive on May 31st from 9:00 am to 3:00 pm. They have also installed a water spigot to support community car wash fundraisers.

Amvets is hosting a meal after the Memorial Day parade.

16. Other Business

Councilor Lessard updated everyone on the York County Budget process.

17. Council President Addressing the Council

Council President LaFountain did not address the Council at this time.

18. Mayor Addressing the Council

Mayor Grohman said the downtown merchants are exploring summer parking incentives.

He spoke about the placement of flags on veteran's graves for Memorial Day.

19. Executive Session

19.a Executive Session 1 MRS 405 6 (d) Labor Negotiations

19.b Executive Session 1 M.R.S §405(6)(e) Legal Matters

Motion to go into Executive Sessions at 8:05 pm by Councilor Belanger

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

Motion to exit Executive session at 9:31pm by Councilor Belanger

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

20. Adjourn

Motion by Councilor Belanger at 9:31 pm

Second: Councilor Lessard

Vote: Unanimous in favor.

Meeting adjourned.



City Council

Meeting Date: June 3, 2025
Meeting Time: 6:00 PM
Agenda Item No: 11.a
Item Description: 2025.72 Approval Amend Marble Block JDA
Submitted By: George Gervais, Director, Planning and Development

Supporting Information/Documentation:

FIRST AMENDMENT TO THE JOINT DEVELOPMENT AGREEMENT Marble Block 5.12.2025,
Executed JDA Marble Block Development, LLC, 2025.72 ORDER

Key Terms:

N/A

Executive Summary:

This is a First Amendment to the Joint Development Agreement between Marble Block Development, LLC and the City of Biddeford.

Detailed Review:

This First Amendment to the Joint Development Agreement between Marble Block Development, LLC and the City of Biddeford seeks to recognize and agree to a change in the committed dates of completion for the upper and lower levels as described in the original Joint Development Agreement dated February 21, 2024. The Developer is three years ahead of the committed completion date for the upper levels, and is 4 months behind of the committed completion dates for the lower level. Approval of this amendment avoids a breach in the agreement, and recognizes the significant acceleration of the overall project timeline to the benefit of the City of Biddeford.

Funding Source:

N/A

Staff Recommendation:

Staff recommends approval.

FIRST AMENDMENT TO THE JOINT DEVELOPMENT AGREEMENT

This First Amendment to the Joint Development Agreement (this “Amendment”) is made and entered into as of _____, 2025, by and between MARBLE BLOCK DEVELOPMENT, LLC, a Maine limited liability company (“MBD”), and the CITY OF BIDDEFORD, MAINE (the “City”) (together, the “Parties”).

RECITALS

WHEREAS, the Parties entered into a Joint Development Agreement dated February 21, 2024 (the “Agreement”), concerning the redevelopment of the property located at 129 Main Street, Biddeford, Maine; and

WHEREAS, Section 1(c) of Article I of the Agreement commits MBD to complete the first-level redevelopment project by June 30, 2025, and Section 1(d) commits MBD to complete the upper-level development by March 1, 2029; and

WHEREAS, the Parties desire to amend the Agreement to reflect updated and more specific project milestone completion dates;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. **Section 1(c)** of Article I of the Agreement is hereby amended and replaced in its entirety with the following:

“MBD, its successors and assigns, commits to commence in the calendar year 2024 and complete by **October 30, 2025**, the redevelopment project on the first level as provided by Exhibit A.”

2. **Section 1(d)** of Article I of the Agreement is hereby amended and replaced in its entirety with the following:

“MBD, its successors and assigns, commits to complete the redevelopment of the upper-level development project(s) by **June 1, 2026**.”

3. All other terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first written above.

CITY OF BIDDEFORD

By: _____

_____ - Its Duly Authorized: City Manager

MARBLE BLOCK DEVELOPMENT, LLC

By: _____

Bryan Holden - Its Duly Authorized:

JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement ("Agreement") dated Feb 21st, 2024 is executed by MARBLE BLOCK DEVELOPMENT, LLC, a Maine limited liability company ("MBD") and the CITY OF BIDDEFORD, MAINE (the "City") (each a "Party" and, collectively, the "Parties").

RECITALS

WHEREAS, MBD will be assigned a certain parcel of land, currently owned by Holden Real Estate Enterprises, LLC, at 129 Main Street in Biddeford, Maine, being approximately 0.25 acres, within the MSRD-1: Main Street Revitalization District Zone-1 (Tax Map Reference: Map 38, Lot 386) (the "Property");

WHEREAS, MBD seeks to develop the first level for use as a restaurant and bowling facility complex as shown on Exhibit A attached hereto (the "Project"); MBD intends to develop the upper levels for future commercial and/or residential use.

WHEREAS, MBD ensures completion of the first level redevelopment project for commercial use by June 30th, 2025.

WHEREAS, MBD and the City desire to enter into certain agreements for redevelopment of the Property and in connection with the City's approval of a Credit Enhancement Agreement as part of a Tax Increment Financing District and Development Program.

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

ARTICLE I COMMITMENTS

1. MBD's Project Commitments:

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

- a) MBD, its successors and assigns, shall pay a total of \$25,000.00 into the City's Affordable Housing Trust Fund over a ten-year period commencing simultaneously with the commencement date of an approved Credit Enhancement Agreement as

described in the agreement. This affordable housing trust fund payment shall be paid to the City proportionally each year on the anniversary date of the commencement of the Credit Enhancement Agreement;

- b) Additionally, MBD acknowledges Code of Ordinances, Part III: Land Development Regulations, Article VI - Performance Standards, Section 40 - Inclusionary Zoning, and agrees that in the event the upper levels are developed as housing units, and fewer than 8 rental units are constructed, and none of the units fall under the definition of Affordable Housing Units or Workforce Housing Units, then MBD would contribute additional funds under the following schedule:
 - a. 7 rental units: \$18,750
 - b. 6 rental units: \$12,500
 - c. 5 rental units: \$6,250
- c) MBD, its successors and assigns, commits to commence in the calendar year 2024 and complete by June 30, 2025, the redevelopment project on the first level as provided by exhibit (A); and
- d) MBD, its successors and assigns, commits to complete the redevelopment of the upper-level development project(s) by March 1, 2029.

2. **City Commitments:**

Upon establishing that the property to be developed is within a TIF District properly approved by the Commissioner of the Maine Department of Economic and Community Development, the City hereby agrees to the following commitments to or for the benefit of MDB, its successors or assigns:

- a) The establishment of a 30 year Credit Enhancement Agreement with an average of 72% reimbursement to MBD that will provide as follows:
 - a. Years 1-10: 90% to MBD, 10% to the City
 - b. Years 11-20: 75% to MBD, 25% to the City
 - c. Years 21-30: 50% each to MBD and the City
 - d. All reimbursements will cease at the end of the term or upon the sum of all reimbursements reaching \$919,769.00, whichever occurs first.
- b) In the event that the option of paying a partial fee-in-lieu is utilized, as outlined in section 40.4(C)(6) of the Land Development Regulations, Article VI - Performance Standards, Section 40 - Inclusionary Zoning, the City agrees to acknowledge any contributions made by MBD to the Affordable Housing Trust Fund under this agreement as contributions towards fulfilling this option.

- c) Failure to Complete Development: In the event MBD shall fail to meet any of the obligations as part of this agreement, it is agreed that the terms of the Credit Enhancement Agreement shall terminate as of the date of a missed obligation by MBD.

ARTICLE II

LIMIT OF LIABILITY

Notwithstanding any other provision of this Agreement, in no event shall the Parties or any of their affiliates, by reason of any of their respective acts or omissions relating to this Agreement be liable whether in contract, tort, misrepresentation, warranty, negligence, strict liability, or otherwise for any special, indirect, or consequential damages arising out of or in connection with this Agreement, or the performance, non-performance or breach thereof.

ARTICLE III

MISCELLANEOUS

1. Representations and Warranties:

Each Party represents and warrants to the other that:

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

2. Right to Require Performance:

The failure of any Party at any time to require performance by the other Party of any provisions hereof shall in no way affect the right of such Party thereafter to enforce the same.

Nor shall waiver by either Party of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.

3. Governing Law:

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

4. Relationship of Parties:

(a) This Agreement is not intended to supersede the authority granted by law to any regulatory board or agency of the City. Therefore, nothing in this Agreement shall be construed or implied to require the City's planning, zoning or other regulatory boards or agencies (however designated) to approve the plans for any aspect of the actions required under this Agreement.

(b) The Parties acknowledge that the obligations set further herein may be further described in other agreements and or deeds as agreed to by the Parties. The City and Marble Block Development, LLC, its successors and assigns, agree to cooperate in good faith with regard to each and every aspect required for the completion of all obligations contemplated by this Agreement.

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

5. Breach by Marble Block Development, LLC:

(a) The City shall provide notice to MBD, its successors or assigns, of a breach in writing, identifying the nature of the alleged breach and requested remedy. A breach shall be cured if remedied within thirty (30) days of receipt of the notice, or such other time as mutually agreed.

(b) If a breach is not cured as set forth above, the City may bring an action, in law or in equity, to enforce this Agreement or for damages, or both.

6. Breach by City:

(a) Marble Block Development, LLC, its successors or assigns, shall provide notice to the City of a breach in writing, identifying the nature of the alleged breach and requested

remedy. A breach shall be cured if remedied within thirty (30) days of receipt of the notice, or such other time as mutually agreed.

- (b) If a breach is not cured as set forth above, Marble Block Development, LLC, its successors or assigns, may bring an action, in law or in equity, to enforce this Agreement or for damages, or both.

7. Integration:

This Agreement, along with any exhibits, appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written regarding the matters addressed in this Agreement. The Parties hereby acknowledge and represent, by affixing their hands and seals hereto, that the Parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other Party or any other person or entity whatsoever, prior to the execution of this Agreement. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a Party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of the Party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

8. No Oral Modifications:

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

9. Notice:

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

City: City of Biddeford
c/o James A. Bennett, (or the then current) City Manager
P.O. Box 586
205 Main Street
Biddeford, Maine 04005

With a copy to: Harry B Center II, Esq. (or the then current) City Solicitor
Woodman Edmands Attorneys At Law.
234 Main Street
Biddeford, ME 04005

MBD: MARBLE BLOCK DEVELOPMENT, LLC
84 Industrial Park Rd
Saco, Maine 04072

With a copy to: TBD

10. Severability:

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

11. Survival:

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

12. Mediation/Arbitration:

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

[Signature Page Follows; Remainder Intentionally Left Blank]

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

MARBLE BLOCK DEVELOPMENT, LLC

Nanette M. Ritter By: Bryan Holden
Witness Bryan Holden.
Its Duty Authorized:

CITY OF BIDDEFORD

Shelly Ann Marshall By: James A. Bennett
Witness James A. Bennett
Its Duty Authorized: City Manager

Attachment: Exhibit A: Site Plan

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.

2025.72 IN BOARD OF CITY COUNCIL... JUNE 3, 2025

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to execute a First Amendment to the Joint Development Agreement entered into between the City of Biddeford, Maine and MARBLE BLOCK DEVELOPMENT, LLC on February 21st, 2024 substantially in the form presented.

Attest by: _____



City Council

Meeting Date: June 3, 2025
Meeting Time: 6:00 PM
Agenda Item No: 11.b
Item Description: 2025.69 WDC 3 Lincoln Site (Pearl St) Development Agreement
Submitted By: George Gervais

Supporting Information/Documentation:

2025.69 ORDER, WDC City Development Agreement Lot 1B 1C Pearl.Lincoln, PS Biddeford WDC - Pearl St. v.6 3.17.25(11644740.1), Unlocking Biddeford's Future (10), WDC & Fathom Lots

Key Terms:

Credit Enhancement Agreement (CEA): A CEA is a contract between a municipality and developer or other party to assist an individual development project by using an agreed-upon portion (up to all) of the tax revenue generated by the investment to pay certain authorized project costs, including site specific infrastructure or private individual project financing needs. Allowable project costs detailed in the Maine TIF Statute.

Tax increment financing (TIF): A public financing method that is used to help bring about improvements for redevelopment, infrastructure, and other community-improvement projects.

Payment in Lieu of Taxes (PILOT): A payment made to compensate a government for some or all of the property tax revenue lost due to tax exempt ownership or use of real property.

Executive Summary:

This Development Agreement outlines the City's partnership with Westbrook Development Corporation (WDC) to support the creation of approximately 90 units of affordable senior rental housing near the corner of Lincoln and Pearl Streets. The Agreement establishes a framework for direct acquisition, project support, parking leases, sewer contributions, and tax increment financing (TIF) incentives.

Detailed Review:

Key commitments in the Agreement include:

- **Direct Sale** of a portion of City-owned land to WDC
- **Construction Timeline:** Closing by 2028 or sooner; project developed in two phases

- **Parking Leases:** Up to 61 garage spaces reserved for tenants over 45-year leases
- **Sewer Contribution:** Up to \$840,000 in total from WDC, with optional early lump sum payment and potential credits
- **TIF Incentives:** 30-year Credit Enhancement Agreements returning 75% of tax increment, and PILOT agreement to fulfill the 30 year commitment.
- **Affordable Housing Trust Fund:** Up to \$200,000 in project support from the City
- **Environmental Cooperation:** City and WDC responsibilities for remediation, including access to previous VRAP documentation
- **Cooperation Clause:** Agreement to support permitting, site work, and offsite infrastructure coordination

This agreement reflects a collaborative public-private effort to leverage redevelopment momentum on Pearl/Lincoln Street and further the City's affordable housing goals.

Funding Source:

Staff Recommendation:

Staff recommends Council approval of the Development Agreement between the City and WDC.

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.

2025.69 IN BOARD OF CITY COUNCIL... JUNE 3, 2025

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to execute a Development Agreement between the City of Biddeford and WESTBROOK DEVELOPMENT CORPORATION substantially in the form presented.

Attest by: _____

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) dated _____, 2025 (the “Effective Date”) is executed by **WESTBROOK DEVELOPMENT CORPORATION**, a Maine nonprofit corporation having a mailing address of 30 Liza Harmon Drive, Westbrook, Maine 04092, or its assigns (“WDC”) and the **CITY OF BIDDEFORD**, a public body corporate and politic organized as a municipal corporation having a mailing address of P.O. Box 586 Biddeford, Maine 04005 (the “City”) (each a “Party” and, collectively, the “Parties”).

RECITALS

WHEREAS, the City owns a certain parcel of land designed as tax assessor Map 71, Lot 2 pursuant to the following two deeds: (i) a deed dated November 12, 2012 recorded in the York County Registry of Deeds (the “Registry”) in Book 16475, Page 186, and (ii) a deed dated June 3, 2014 recorded in the Registry in Book 16838, Page 255 (the “City Parcel”);

WHEREAS, the City is under contract with 3 Lincoln, LLC to sell the City Parcel to 3 Lincoln, LLC pursuant to a certain Master Plan Development Agreement dated November 17, 2020, as amended on December 21, 2023 (the “Fathom Master Development Agreement”);

WHEREAS, WDC has entered into a purchase and sale agreement with 3 Lincoln, LLC to acquire a portion of the City Parcel near the corner of Lincoln Street and Pearl Street (as approximately shown as Lot 1B and Lot 1C on Exhibit A hereto, the “Premises”) upon which WDC intends to carry out an environmental remediation project and to construct one or more phases of affordable rental housing (the “WDC Project”);

WHEREAS, in order to carry out the efficient transfer and development of the Premises, 3 Lincoln, LLC, the City and WDC have agreed that (i) the Fathom Master Development Agreement will be amended to remove the Premises from the property subject to the purchase option (as set forth in Article II of the Fathom Master Development Agreement) and the other terms and conditions set forth therein, and (ii) that the purchase agreement between WDC and 3 Lincoln, LLC will be terminated and (iii) that the City and WDC will enter into a separate purchase and sale agreement for the direct acquisition of the Premises all executed on near or even date herewith (the “Direct Acquisition Transaction”);

WHEREAS, in order to facilitate the Direct Acquisition Transaction and the WDC Project, the City and the WDC wish to enter into this Agreement to establish the shared expectations of each party in connection with the City’s sale of the Premises and the development of the WDC Project thereon, including matters related to parking leases, sewer infrastructure, and tax incrementing financing, but excluding those matters set forth in the Purchase Agreement (defined in Article 2, Section 1 below).

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

ARTICLE I **PURPOSE**

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

ARTICLE II **COMMITMENTS**

1. Purchase and Sale Agreement. On even date herewith, the City and WDC have entered into a Purchase and Sale Agreement for the acquisition of the Premises in substantially the form attached hereto as **Exhibit B** (the “Purchase Agreement”), and the City represents that on near or even date herewith it has executed an amendment to the Fathom Master Development Agreement removing the Premises from the City Parcel subject to the Fathom Master Development Agreement.

2. WDC Project. WDC proposes a subdivision of the existing Lot 1B into two separate lots designated as Lot 1B and Lot 1C and development of approximately [90] units of affordable housing across two phases, one phase on each lot. WDC will use best efforts to develop 90 units across two phases comprised of all senior housing (housing for older persons age 55+), consistent with applicable fair housing laws and dependent upon the availability of equity and debt financing and current market conditions for senior housing (each phase a “WDC Project” and, collectively, the “WDC Projects”).

3. Timeline. WDC intends to carry out environmental remediation of the Premises prior to the commencing construction of the WDC Projects. Pursuant to the Purchase Agreement, WDC will close on the acquisition of the Premises for the environmental remediation or the first WDC Project on or before December 31, 2028. In the event WDC does not close on the acquisition of the Premises prior to December 31, 2028, or any extension to close permitted under the Purchase Agreement, this Agreement and the Purchase Agreement shall automatically terminate and neither party shall have any further obligation to the other hereunder.

4. Parking Lease. The City, through its affiliate Biddeford RiverWalk Community 1, LLC (“BRWC1”) has developed a parking garage (the “Garage”) located on the lot adjacent to the Premises (shown on the Site Plan Excerpt attached hereto as **Exhibit C** as “City of Biddeford Parking Garage”). WDC, the City and BRWC1 shall use best efforts to negotiate a long-term lease for parking spaces in the Garage for use by residents, employees, contractors and agents for each

phase of the WDC Projects (the “Parking Leases” and each a “Parking Lease”). The Parking Leases shall include the following terms:

- (a) no less than 31 parking spaces for the first WDC Project and 30 parking spaces for the second WDC Project;
- (b) an option to designate for the exclusive use of each WDC Project residents no less than 12 ADA accessible parking spaces per WDC Project (for a total of 24 ADA accessible parking spaces across both phases) and, in the event that additional ADA parking spaces are not currently striped within the Garage, the lease shall include provisions regarding the restriping and designation of said spaces consistent with accessibility laws and guidance and in connection with the accessible spaces, to assist WDC with its application for funding from MaineHousing by providing a plan showing the alternative parking plan with the accessible spaces if necessary for said application; and
- (c) Each Parking Lease shall each have a term of no less than 45 years from the time of Certificate of Occupancy for each WDC Project; and
- (d) Rent for the entire term of each Parking Lease shall be due in a lump sum prior to issuance of a certificate of occupancy for each WDC Project. The lump sum rent payment for each WDC Project shall be equal \$340,000 per Parking Lease (the “Parking Lease Rent”) for a total of \$680,000 for both WDC Projects.

5. **Sewer Separation Project Contributions.** The Washington, Jefferson, Adams, Franklin Sewer Separation project (the “Sewer Separation Project”) includes approximately 3,150 LF of new storm drain, ranging from 15” to 30” in size. The projects will provide conveyance for the separation of approximately 41 catch basins on Adams Street, Jefferson Street, Washington Street, Franklin Street, and Main Street. Once Lincoln Street’s sewer (including the WDC projects) is re-routed to Main Street via a new 4” force main, flow will be to the sewer included as part of this Sewer Separation Project such that the WDC Project will benefit from said Sewer Separation Project. The Sewer Separation Project will be tributary to the storm drain on Main Street. Subject to adjustments as a result of the Credit provided for in Section 7, WDC will contribute no more than \$420,000 for each WDC Project which shall be due no earlier than the construction loan closing for each WDC project for a combined total not to exceed \$840,000 for both WDC projects. WDC shall have the option, but not the obligation, to pay \$740,000 at or before the construction loan closing for the first WDC Project in full satisfaction of its obligation to contribute to the Sewer Separation Project for both WDC Projects (the “Sewer Separation Contribution”). In the event that Trust Fund Contribution (as set forth in Section 7 below) is not available at the time of Construction Loan Closing for the first WDC Project or are not awarded to the first WDC Project, then the City agrees to reduce the Sewer Separation Contribution due for the first WDC Project by \$200,000.

6. **Tax Increment Financing.** The Premises is in a Transit Oriented Area of the Rte. 111-Mill Redevelopment Transit-Oriented Municipal Tax Increment Financing District and Development Program (“TIF District”). The City agrees to amend this TIF District to include the lot(s) in the TIF District, and WDC and the City hereby agree to negotiate a separate credit

enhancement agreement (“CEA”) for each phase of the WDC Project that returns no less than 75% of the increase in assessed value to the WDC Project and with a term of not less than 30 years. Should the TIF district term not allow for a full 30-year CEA for one or both WDC Projects, and said project or projects qualify as tax exempt property under applicable law, the City and WDC shall enter into a Payment in Lieu of Taxes (PILOT) agreement for the period extending after the expiration of the TIF District equivalent to the 75% reduction in tax payments for a total of no less than 30 years total between the CEA and PILOT for each WDC Project. WDC shall be responsible for the City’s legal fees, if any, associated with any amendment to the TIF District or the existing development program (to the extent required to facilitate the WDC Projects) and negotiation of the CEA.

7. Financial Assistance from the Biddeford Affordable Housing Trust Fund. To support the financial feasibility of the project, the City has agreed to provide a financial incentive in the form of a funding contribution from the **Biddeford Affordable Housing Trust Fund (the “Trust Fund”)**, subject to the availability of funds and the terms outlined below.

(a) Trust Fund Contribution

The City agrees to allocate up to Two Hundred Thousand Dollars (\$200,000) (the “Trust Fund Contribution”) in total for both WDC Projects from the Biddeford Affordable Housing Trust Fund for eligible project costs for the WDC Projects, including but not limited to, permitting fees, inspection fees, impact fees, project soft costs and construction costs, the Sewer Separation Contribution, or the Parking Lease Rent (“Project Fees”).

(b) Availability of Funds

The Trust Fund Contribution is contingent upon the availability of funds within the Biddeford Affordable Housing Trust Fund at the time of disbursement. If funds are not available at the time of request, the City will make reasonable efforts to secure funding, but is not legally obligated to provide an alternative funding source. In the event that funds from the Housing Trust Fund are not available at the time of a disbursement requested by WDC, then in lieu of the requested Trust Fund Contribution, the city may provide the Sewer Separation Contribution due upon the construction loan closing for the first WDC Project shall be reduced by \$200,000.

(c) Disbursement Process

1. The Developer shall submit a detailed accounting of the Project Fees anticipated to be incurred as part of the Project, along with supporting documentation, to the City for review at least thirty (30) days prior to the Construction Loan Closing.
2. The City shall review and approve the Developer’s funding request in accordance with the policies governing the Biddeford Affordable Housing Trust Fund.

3. The Trust Fund Contribution shall be disbursed directly to the Developer or applied as a reimbursement for previously paid Project Fees, subject to verification of eligible expenses.

(e) Compliance & Conditions

1. The Developer must comply with all applicable laws, regulations, and ordinances of the City.
2. The Developer must complete the Project in accordance with approved plans and any requirements set forth by the City.
3. The City reserves the right to adjust or revoke the Trust Fund Contribution in the event of a material change to the scope of the Project, failure to comply with applicable laws, or other circumstances deemed material by the City. In such an event, the City shall provide written notice to the Developer and allow the Developer an opportunity to respond.

(f) No Waiver of Other Obligations

The provision of this Trust Fund Contribution is a financial incentive offered by the City to assist the Developer in the realization of the affordable housing Project. It does not waive or alter any other obligations or requirements of the Developer with respect to the Project, including but not limited to compliance with zoning, permitting, or other applicable City regulations.

8. Additional City Responsibilities:

(a) The City and Maine Energy Recovery Company, LP, the former owner of the City Parcel, pursuant to a Voluntary Response Action Plan ("VRAP"), completed environmental remedial actions on the City Parcel resulting in a Maine Department of Environmental Protection Certification of Completion of a Voluntary Response Action Plan. The Certification of Completion is recorded in the York County Registry of Deeds in Book 17072, Page 169. WDC recognizes and agrees that the Certification of Completion and the Declaration of Environmental Covenant recorded in the York County Registry of Deeds in Book 17098, Page 898 imposes certain covenants, conditions and restrictions on the Premises that are binding upon WDC and its successors and assigns. WDC acknowledges that the Certification of Completion is satisfactory evidence that a certain minimum level of environmental remediation on the City Parcel was completed as of the date of the Certification of Completion and that the City's obligations to complete any additional environmental remediation at the Premises required for the development of the WDC Projects is limited to environmental conditions occurring after the date of the Certification of Completion.

With regards to additional environmental remediation, the City agrees as follows:

- i. for the additional environmental remediation of conditions arising before the date of Certificate of Completion that is necessary for the WDC Project, WDC shall be responsible for the remediation at its sole cost and expense and the City agrees to cooperate with WDC in joining in applications for funding (including without limitation funding from Southern Maine Planning and Development Commission, the Environmental Protection Agency, or the Department of Environmental Protection) or for additional permitting and approvals for said remediation (including without from the Department of Environmental Protection or the Environmental Protection Agency); and
- ii. for the environmental conditions arising on or after the date of the Certificate of Completion, the City shall be responsible for contributing to the environmental permitting and remediation costs for said conditions that have occurred after the Certificate of Completion was issued.

(b) The City will cooperate with WDC in any local or state reviews and permits necessary for the development of the Premises.

(c) The City shall exercise best efforts to assure that WDC is not required to bear the cost of all offsite improvements necessary to support the WDC Projects including any costs necessary to ensure that utilities adequate to support the WDC Projects are delivered to the Premises.

(d) In addition to the TIF financing described above, the City will work with WDC to identify a full range of financial, tax, and development incentives for the WDC Projects; provided, that the City's obligations under this Subsection 5(f) are subject to the WDC's cooperation in providing reasonably requested financial and project-level information. Any such financial information provided by WDC shall be treated as confidential information pursuant to this Agreement and as confidential business information to the extent allowed by law and protected as such.

(e) In the event that 3 Lincoln Street, LLC, or its successor or assigns has not closed on its acquisition of that portion of the City Parcel depicted as Lot 1A on Exhibit A hereto, the City agrees to allow WDC, and its successors and assigns to use said Lot 1A at no cost to WDC for construction lay down and staging associated with the WDC Projects so long as doing so does not interfere with the construction of a future development on Lot 1A, upon such terms and conditions as the parties shall mutually agree. The City also agrees to enter into a construction easement agreement to allow for grading changes on Lot 1A to help mitigate the risk of ponding on Lot 1A from construction of the new surrounding drive isles and sidewalks as part of the Project. The grading changes will include removal of pavement, adding of fill to certain areas of the lot, and then acceptance of a final condition as a gravel lot.

9. Cooperation. In addition to the actions recited herein and contemplated to be performed, executed and delivered by each Party, each Party shall perform, execute and deliver or

cause to be performed, executed and delivered hereafter any and all further acts, deeds and assurances as the other Party may reasonably require to consummate or evidence the consummation of the transaction and/or the discharge of the obligations contemplated herein. The City and WDC shall use reasonable efforts to coordinate the timing and installation/construction of all offsite improvements, if any, required in connection with the development of the Project.

ARTICLE III **TERM**

Unless earlier terminated because of a breach by either party, the term of this Agreement shall run from the Effective Date and terminate automatically upon WDC's acquisition of the Premises. Any matters set forth in this Agreement that by their nature will extend beyond the closing on the transfer of the Premises will be documented in successor agreements (such as the Parking Lease, CEA or any other form of post-closing agreement), the form of which will be agreed to prior to Closing.

ARTICLE IV **LIMIT OF LIABILITY**

Notwithstanding any other provision of this Agreement, in no event shall the Parties or any of their affiliates, by reason of any of their respective acts or omissions relating to this Agreement be liable whether in contract, tort, misrepresentation, warranty, negligence, strict liability, or otherwise for any special, indirect, or consequential damages arising out of or in connection with this Agreement, or the performance, non-performance or breach thereof.

ARTICLE V **MISCELLANEOUS**

1. Representations and Warranties.

Each Party represents and warrants to the other that:

- (a) It is duly qualified to do business and is in good standing in the State of Maine; and
- (b) It has full power and authority to execute, deliver and perform its obligations under this Agreement, except as otherwise noted in Article V, Section 9 below with regards to WDC;
- (c) The execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action by such Party; and
- (d) The execution and delivery of this Agreement by such Party and the performance of the terms, covenants and conditions contained herein will not violate the organizational documents of such Party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either Party is bound.

(e) The City is a municipal entity duly organized under the laws of the State of Maine, and all fiscal provincial and municipal affairs are within the sole discretion of the Mayor and City Council, notwithstanding any other provision in this agreement.

2. Governing Law.

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

3. Relationship of Parties.

(a) This Agreement is not intended to supersede the authority granted by law to any regulatory board or agency of the City. Therefore, nothing in this Agreement shall be construed or implied to require the City's planning, zoning or other regulatory boards or agencies (however designated) to approve the plans for any aspect of the actions required under this Agreement.

(b) The Parties acknowledge that the obligations set further herein may be further described in other agreements and or deeds as agreed to by the Parties. The City and WDC, its successors and assigns, agree to cooperate in good faith with regard to each and every aspect required for the completion of all obligations contemplated by this Agreement.

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

4. Breach by WDC.

(a) WDC shall be considered in default of its obligations under this Agreement if it fails to diligently pursue the design, permitting or financing of the first phase of development. For the avoidance of doubt, WDC shall not be in default of this provision if it has submitted applications for federal Low Income Tax Credit and/or federal and state brownfield financing or an application for a permit required for the Project and is waiting on decisions from the applicable project funder or regulatory authority or awaiting additional funding rounds to open in order to submit a new or revised application for said additional funding. The City shall provide notice to WDC, its successors or assigns, of a breach in writing, identifying the nature of the alleged breach and requested remedy. A breach shall be cured if remedied within sixty (60) days of receipt of the notice, or such other time as mutually agreed.

(b) If a breach is not cured as set forth above, the City shall have the right to terminate this Agreement as its sole remedy hereunder. Any breach under the Purchase Agreement shall be handled as set forth in the Purchase Agreement.

5. Breach by the City.

(a) The City shall be considered in default of its obligations under this Agreement if it fails to carry out its obligations hereunder in connection with the Project for a period of 60 days or greater (unless a shorter time is required under applicable municipal ordinance). WDC, its successors or assigns, shall provide notice to the City of a breach in writing, identifying the nature of the alleged breach and requested remedy. A breach shall be cured if remedied within thirty (30) days of receipt of the notice, or such other time as mutually agreed.

(b) If a breach is not cured as set forth above, WDC, its successors or assigns, WDC may terminate this Agreement and the Purchase Agreement, and the City shall reimburse WDC for any predevelopment costs actually incurred in connection with the development of the WDC Projects up to and including the date of breach. WDC shall also be entitled to recover any attorneys fees and costs actually incurred in enforcing its rights under this agreement and the collection of amounts due under this subsection (b). and any legal costs associated with the breach by the City.

6. Integration.

This Agreement, along with any exhibits, appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written regarding the matters addressed in this Agreement. The Parties hereby acknowledge and represent, by affixing their hands and seals hereto, that the Parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other Party or any other person or entity whatsoever, prior to the execution of this Agreement. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a Party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of the Party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

7. No Oral Modifications.

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

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

City: City of Biddeford

c/o Brian Phinney, (or the then current) City Manager
P.O. Box 586
205 Main Street
Biddeford, Maine 04005
Email: _____

With a copy to: Harry B Center II, Esq. (or the then current) City Solicitor
Woodman Edmands Attorneys At Law.
234 Main Street
Biddeford, ME 04005
Email: _____

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

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

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

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

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

9. WDC Board Approval. WDC’s obligations hereunder are contingent on the approval of the WDC Board of Directors and WDC shall pursue said approval at the next regularly scheduled meeting of the Board of Directors after the City Council authorizes the City Manager to enter into this agreement, and promptly provide the City with confirmation of the ratification of this agreement by the WDC Board of Directors after said meeting.

10. Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid

and binding upon the Parties, who agree that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

11. Survival.

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

12. Mediation/Arbitration.

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

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

WESTBROOK DEVELOPMENT
CORPORATION:

Witness

By: _____
Christopher LaRoche
its Authorized Agent.

CITY OF BIDDEFORD

Witness

By: _____
Brian Phinney
Its Duly Authorized: Acting City Manager

Attachments: Exhibit A: Depiction of Premises
Exhibit B: Purchase and Sale Agreement
Exhibit C: Subdivision Plat

EXHIBIT A DEPICTION OF PREMISES

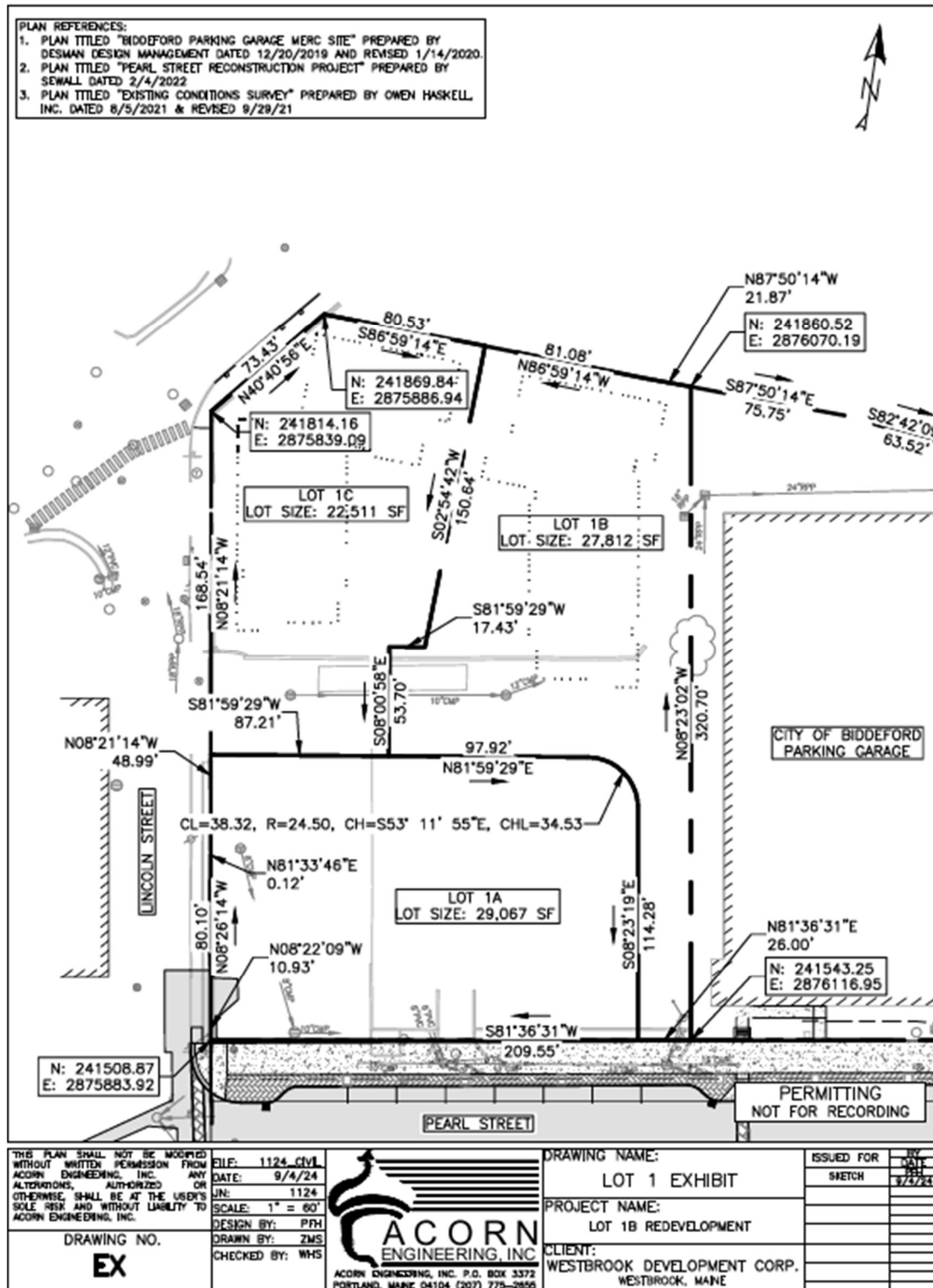


EXHIBIT B
PURCHASE AND SALE AGREEMENT

LOT 1C
 LOT SIZE: 22,811 SF
 LOT 1B
 LOT SIZE: 27,612 SF
 LOT 1A
 LOT SIZE: 29,067 SF

PROPOSED PROPERTY LINE, TYP.
 BUILDING OVERLAP, TYP.
 PROPOSED LANDSCAPE PER LANDSCAPE ARCHITECT
 PROPOSED WALKWAY
 PROPOSED TRUCK ACCESS
 PROPOSED METEORIC BRIDGE CULVERT, TYP. PER CIVIL
 CITY OF BODYSFORD PARKING GARAGE
 PROPOSED SIGNAGE TO ACCESS PARKING GARAGE

PEARL STREET
 BODYSFORD STREET

SCALE: 1" = 20'
 PERMITTING NOT ISSUED FOR CONSTRUCTION

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (the “Agreement”) is entered into by and between the **CITY OF BIDDEFORD**, a public body corporate and politic organized as a municipal corporation having a mailing address of P.O. Box 586 Biddeford, Maine 04005 (“**Seller**”), and **WESTBROOK DEVELOPMENT CORPORATION**, a Maine nonprofit corporation with a mailing address at 30 Liza Harmon Drive, Westbrook, Maine 04092 (“**Buyer**” and collectively with the Seller the “**Parties**”) effective the [____] day of _____, 2025 (the “Effective Date”).

1. PROPERTY. Seller agrees to sell and Buyer, agrees to buy, upon the terms and conditions hereinafter set forth, the following:

(a) Real Property. a certain lot or parcel of land approximately 1.16 acres in size and located at or near the intersection of Lincoln Street and Pearl Street in the City of Biddeford, Maine, together with any building and improvements thereon (approximately shown as Lot 1B and 1C on Exhibit A hereto, the “Premises”), being a portion of the property designated by the City of Biddeford (the “**City**”) tax assessor as Map 71, Lot 2, which is currently owned by the City pursuant to the following two deeds from the Maine Energy Recovery Company, LP, (i) deed dated November 12, 2012 and recorded in the York County Registry of Deeds (the “Registry”) in Book 16475, Page 186, and (ii) deed dated June 3, 2014 and recorded in the Registry in Book 16838, Page 255 (the “City Parcel”).

(b) all documents and work product of all professionals in connection with the Property, if any, including all environmental studies and water samplings, all soil or engineering tests, and all construction, engineering, architectural, landscaping, and other plans, drawings, specifications, surveys, maps, site plans, plats, and other graphics related to development of the Premises.

The Premises, together with all of the items described in paragraph 1(b) are referred to collectively in this Agreement as the “**Property**”.

2. PURCHASE PRICE. The purchase price for the Property is One Dollar (\$1.00) (the “Purchase Price”), payable at Closing.

3. DEED. The Premises are to be conveyed by a good and sufficient Warranty Deed, except customary easements, covenants and restrictions of record that do not impair the use of the Property by the Buyer for its intended use as residential rental housing, and in compliance at transfer with all applicable laws, ordinances and regulations relating thereto. The Premises shall be conveyed utilizing a metes and bounds description based upon a current survey of the Premises and a final subdivision plan, approved by the City of Biddeford and recorded in the York County Registry of Deeds.

4. CLOSING. Closing shall occur no later sixty (60) days after written notice from the Buyer to the Seller of its desire to close on the Property to facilitate either the environmental remediation of the property and/or the construction loan closing for the Buyer’s project, but no later than December 31, 2028 (the “Closing Date”). Buyer has the option to request a 6 month extension to the closing

deadline with -proof of funding for either environmental remediation or funding to construct one or both phases of the Buyer's project, but requires additional time to close on said funding.

5. **BUYER'S CONTINGENCIES.** In addition to any other conditions to closing as may be set forth herein, the obligations of Buyer under this Agreement are subject to the following contingencies, any of which, if not met within the time periods specified, shall entitle Buyer to terminate this Agreement by giving Seller written notice of Buyer's intention to do so within the time period specified. Upon such termination, all Deposits shall be promptly returned to Buyer and the parties shall be relieved of all further obligations under this Agreement except for such obligations as by their terms survive termination of this Agreement.

(a) **Property Information.** Within **ten (10) business days** after the Effective Date, Seller shall provide Buyer with copies of all surveys, title policies, reports, or other documentation relating to the Premises or comprising part of the Property to be conveyed at Closing in the Seller or the Seller's agents possession, including without limitation: (i) any existing engineering and environmental studies, (ii) any existing surveys, site plans, easements and any other building plans, (iii) any existing leases, licenses or other occupancy agreements, (iv) any title, policies, information or documentation relating to the Premises, and (v) any and all final agreements (including amendments) entered into between the Seller (or its affiliates) and the City, the City and Fathom, or any submission materials or approvals (both planning board and City Council) regarding the development of the City Parcel.

(b) **Buyer's Due Diligence.** Buyer's obligation to close is further conditioned upon the results of Buyer's due diligence on the Property being satisfactory to Buyer in its sole discretion, which may include, without limitation, remaining building foundation assessment and inspection, financing, surveys, geotechnical and environmental assessments, an investigation of any zoning or other conditions affecting the Property, and any other investigations Buyer may elect to perform all within **one hundred twenty (120) days** following the Effective Date (the "Due Diligence Period").

(c) **Environmental Site Assessment and Remediation Approval.** The Buyer's obligation to Close is contingent upon receipt of the following prior to Closing (i) final Phase I and Phase II Environmental Site Assessments, satisfactory to the Buyer in its sole discretion and (ii) Maine Department of Environmental Protection Voluntary Response Action Program approval and no action assurance letter prior to Closing also satisfactory to the Buyer in its sole discretion.

(d) **Board Approval.** The Buyer's obligation to close is further conditioned upon the approval of its Board of Directors of the acquisition of the Property in accordance with the terms of this Agreement. Buyer shall seek Board of Director Approval at the first regularly scheduled meeting following the Effective Date and promptly notify the Seller whether or not the Board of Directors approved the acquisition contemplated herein.

(e) **Choice Limiting Action Restrictions.** Notwithstanding any other provision of this Agreement, Buyer shall have no obligation to purchase the Property, and no transfer of title to the Purchaser may occur, unless and until Maine State Housing Authority or other funding provider has provided Buyer and/or Seller with a written notification that it has completed a federally required environmental review and its request for release of federal funds, if required, has been approved and, subject to any other contingencies in this Agreement, (a) the purchase of the Property may proceed,

or (b) or the purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property.

If Buyer does not notify Seller that any such contingency has not been satisfied within the applicable time period set forth above, such contingency shall be deemed to have been waived by Buyer.

Buyer and its agents shall have the right to enter, inspect and survey the Premises for the foregoing purposes and otherwise to make, or cause to be made, such surveys, tests, inspections, and investigations, including taking soil borings and other environmental analyses and studies of the Premises, and the Buyer further agrees to restore the Premises to substantially the same condition prior to such surveys, tests, inspections and investigations in the event that Buyer should not proceed with the acquisition of the Premises.

Buyer and its employees and agents shall enter the Premises at their own risk and shall remain liable for all damage or injury to any person or property resulting from, relating to, or arising out of Buyer's activities on the Premises, whether due to the acts of Buyer or any person acting by or on behalf of Buyer. Buyer shall further keep the Premises free and clear of any liens arising from work performed on behalf of Buyer in connection with its activities on the Premises. Buyer agrees to indemnify, defend and hold harmless Seller and Seller's agents from and against any and all claims, costs, damages, liabilities or liens of any kind arising out of or due to Buyer's activities on the Premises, including reasonable attorney's fees and costs, except if caused by Seller's negligence. These indemnification obligations shall survive the Closing or earlier termination of this Agreement.

6. CLOSING DOCUMENTS. At the Closing, and in addition to any other documents referred to in this Agreement to be delivered to Buyer at the Closing, Seller shall execute, acknowledge as necessary and deliver the following documents and such other documents as Buyer's attorneys may reasonably require to complete the transaction contemplated herein, including without limitation (a) the deed, (b) transfer tax declaration, (c) title affidavits, (d) Non-foreign person affidavit pursuant to § 1445 of the Internal Revenue Code, (e) Form 1099-S, (f) a certificate of Maine residency or a certificate of reduction/waiver of withholding, in compliance with 36 M.R.S. § 5250-A, and (g) oil storage tank certification, in accordance with 38 MRS § 563, and (h) such other disclosures and documents as may be required under Maine law or the Buyer in its reasonable discretion.

7. CONDITION OF PREMISES; POSSESSION. Seller shall not mortgage, encumber, or alter the use of the Premises prior to the Closing without the prior consent of the Buyer, and shall maintain it consistent with the manner in which the Seller has operated and maintained the Premises prior to this Agreement. Full possession of the Premises is to be delivered at the Closing, free of all tenants and occupants and otherwise in the same condition as it is now. Buyer and Buyer's agents may inspect the Premises up to forty-eight (48) hours prior to the Closing in order to determine whether the condition of the Premises complies with the terms and conditions of this Agreement. Seller agrees to provide prompt written notice to Buyer of any newly arising or newly discovered defects with respect to the Premises to be conveyed at Closing. Notwithstanding the preceding sentence, the Parties acknowledge that the City has been stockpiling soil and material associated with the work of its public works department on the Premises, in addition to being free from all tenants and occupants, the Seller shall deliver the Premises free from this material unless otherwise agreed to by the Buyer in writing in its sole discretion.

8. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or, if at the time of the Closing the Premises do not conform with the terms and conditions hereof, then Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the terms and conditions hereof, as the case may be, in which event the time for performance hereof may be extended for a period of thirty (30) days or such longer period as shall be agreed to by Buyer in its sole discretion, during which time Seller shall continue such efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the terms and conditions hereof. If at the expiration of such extended time Seller shall have failed to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then, at Buyer's option, the Deposits and any payments made under this Agreement shall be promptly refunded to Buyer and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse of the parties hereto, except for such obligations as by their terms survive termination of this Agreement.

In addition to such other remedies available to Buyer under this Agreement, Buyer shall have the election, at either the original or such extended time for performance, to accept such title to the Premises in its then condition as Seller can deliver and to pay therefor the Purchase Price without deduction, in which case, Seller shall convey such title or deliver the Premises in such condition. In the event that the Buyer decides to proceed with the Closing under this paragraph and the Premises has been damaged by fire or casualty that is insured, then the Seller shall, pay over or assign pay over or assign to Buyer, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by Seller for any restoration. Seller represents and warrants that Seller will maintain replacement value insurance coverage on the Premises through the Closing.

9. USE OF PURCHASE MONEY TO CLEAR TITLE. To enable Seller to make conveyance as herein provided, Seller may, at the time of delivery of the deed and other transfer documents, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed and other transfer documents.

10. RISK OF LOSS. Until delivery of possession of the Premises from Seller to Buyer, risk or loss or damage to the Premises by fire or otherwise shall be on Seller.

11. ADJUSTMENTS. Taxes for the then current fiscal year assessed against the Premises, and other assessments and liability charges, if any, on the Premises shall be adjusted as of the Closing Date, and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price. If the amount of taxes to be adjusted is not known on the Closing Date, the taxes will be adjusted on the basis of the taxes most recently assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained. Transfer Tax shall be shared equally by the parties in accordance with Maine Law.

12. BROKERAGE. Buyer and Seller each represent to the other that no broker or finder has been communicated with in connection with the transaction contemplated by this Agreement. Seller and Buyer each agree to indemnify and hold harmless the other from and against any claim by any other broker or person for a commission or finder's or other fee with respect the transaction contemplated hereby.

13. DEFAULT/DAMAGES. Should Seller fail to fulfill Seller's obligations hereunder, Buyer may elect to terminate this Agreement and receive a refund of the Deposits or to pursue all available remedies, including specific performance and collection of its reasonable attorney's fees and costs (including without limitation predevelopment costs incurred by the Buyer in connection with development of the Premises). Should Buyer fail to fulfill Buyer's obligations hereunder, Seller shall retain the Deposits as liquidated damages as Seller's sole and exclusive remedy at law or in equity for Buyer's default without further recourse to Buyer and Buyer shall be relieved of all obligations hereunder except for such obligations as by their terms survive termination of this Agreement.

14. SELLER'S WARRANTIES AND REPRESENTATIONS. Seller warrants and represents as of the date of Seller's execution of this Agreement and as of each date through and including the Closing that:

- (a) Seller has been duly organized and is validly existing in good standing in the jurisdiction of its formation, and is qualified to do business in the state of Maine.
- (b) Seller has the full right and authority and has obtained all consent required to enter into this Agreement and to consummate the transaction contemplated herein. This Agreement has been, and all of the documents to be delivered by the Seller at the Closing will be authorized and properly executed by a person with authority to act and sign on behalf of the Seller, and will be a valid and binding obligation of the Seller.
- (c) The Seller is not a foreign person or foreign corporation for purposes of the withholding required under the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and accordingly, no such withholding will be required;
- (d) Seller represents and warrants that no portion of the Property is, or has been in the last two (2) years, in any "current use" tax assessment program associated with a reduction in municipal property taxes, such as, by way of example, Tree Growth, Open Space, Working Waterfront, or Farmland classification.
- (e) No consent, approval, order or authorization of any court or other governmental entity is required to be obtained by Seller in connection with the execution and delivery of this Agreement or the performance hereof by Seller.
- (f) There are no litigation, liens, judgments, violations, or proceedings pending or, to Seller's knowledge, threatened against or relating to the Property nor does Seller

know or have reasonable grounds to know of any basis for any such action, or of any governmental investigation relating to the Property.

- (g) There is no pending or, to the best of Seller's knowledge, threatened action or proceeding (including, but not limited to, any condemnation or eminent domain action or proceeding) before any court, governmental agency or arbitrator relating to or arising out of the ownership of the Property or any portion thereof, or which may adversely affect Seller's ability to perform this Agreement, or which may affect the Property or any portion thereof.
- (h) No work has been performed or is in progress at, and no materials have been furnished to, the Property or any portion thereof which may give rise to mechanic's, materialmen's or other liens against the Property or any portion thereof.
- (i) Except for those matters disclosed and those reports provided to the Buyer **within ten (10) days** of the Effective Date, Seller represents and warrants that (i) the Seller has not received any notice from any governmental authority that (A) the Premises is in violation of any environmental laws, (B) the Premises contains any hazardous materials, or any person or entity has caused or permitted any hazardous material to be manufactured, generated, processed, produced, disposed on, at, through, or under the Premises or any hazardous materials to be placed stored, held, transferred, or transported from or to the Premises , (C) there has been a release of hazardous materials on, in, at, under, or from the Premises, or (D) Seller is subject to any environmental action in connection with the Premises; (ii) during Seller's ownership of the Premises, no underground tanks have been located on, in, or under the Premises, except as disclosed to the Buyer within five (5) days of the Effective Date; (iii) Seller is not in breach of or has any liability under or with respect to any environmental law with respect to the Premises; and (iv) Seller has not received any notice of any contemplated, proposed, or pending environmental action with respect to the Premises.
- (j) To the best of Seller's knowledge, there are no existing violations of zoning ordinances or other laws, ordinances or restrictions applicable to the Premises, and no boundary line discrepancies with abutters.

Seller shall immediately disclose any changes in any of the Seller's warranties and representations set forth in this Agreement, and in the event of any material adverse change, Buyer may, at its election, terminate this Agreement in which case the Deposit shall be promptly returned to Buyer and the parties shall be relieved of all further obligations under this Agreement except for such obligations as by their terms are to survive termination of the Agreement.

Buyer's performance under this Agreement is conditioned upon the truth and accuracy of Seller's warranties and representations expressed herein as of the date of Seller's execution of this Agreement and as of the Closing. All warranties and representations expressed herein shall survive the Closing and any termination of this Agreement. Seller agrees to indemnify, defend and hold harmless Buyer from and against any liability, cost, damage, loss, claim, expense or cause of action

(including, but not limited to, attorneys' fees and costs) incurred by or threatened against Buyer as a result of any breach by Seller of any of Seller's warranties or representations contained in this Agreement. The foregoing indemnification obligations shall survive the Closing.

15. ASSIGNMENT. The rights and obligations of Buyer under this Agreement may be assigned by Buyer to such other entities that may be formed by Buyer for the purpose of acquiring title to the Property without the consent of Seller provided that such assignee assumes all obligations of Buyer hereunder.

16. PROFESSIONAL ADVICE. Each party hereby acknowledges that they have read and understand this Agreement and have had an opportunity to obtain professional advice regarding the same.

17. AUTHORITY. Each party hereto represents and warrants that it has full authority to execute this Agreement and perform all obligations contained herein. All such actions have been properly authorized by any required votes and the party signing on behalf of each party hereto is duly appointed to so act in said capacity to make this Agreement binding upon such party.

18. ESCROW AGENT. Drummond Woodsum shall serve as Escrow Agent for the transaction contemplated herein (the "Escrow Agent"). The Escrow Agent serves as legal counsel to the Buyer and that the Escrow Agent's acceptance of the escrowed funds in no way affects the Escrow Agent's continued representation of the Buyer in all matters related to this Agreement and the transactions contemplated hereunder. The Escrow Agent may at any time resign as such by delivering the escrowed funds to a court of the State of Maine having appropriate jurisdiction whereupon the Escrow Agent shall be discharged of and from any and all further obligations arising in connection with this Agreement. In the event of a dispute over the disposition of such funds, the Escrow Agent may further commence an interpleader action to determine the proper disposition of said funds. Seller and Buyer agree to reimburse Escrow Agent for all reasonable expenses incurred by Escrow Agent in the interpleader action, including, without limitation, attorney's fees and costs. Seller and Buyer agree that Escrow Agent shall not be liable for actions taken in good faith in accordance with the advice of counsel with respect to any matter relating to this Agreement. Buyer and Seller shall jointly and severally indemnify and hold harmless the Escrow Agent from and against any and all losses, liabilities, claims, actions, damages and expenses, including reasonable attorney's fees and costs, arising out of and in connection with this Agreement, except those arising from the Escrow Agent's own negligence or willful misconduct.

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

To Seller:

CITY OF BIDDEFORD

P.O. Box 586

Biddeford, Maine 04005

Email: _____

With a copy to:

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

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

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

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

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

20. COUNTERPARTS. This Agreement may be executed by DocuSign and/or in counterparts, and each of which when so executed and delivered shall be an original, but which together shall constitute one and the same instrument. Signatures delivered by fax, email or DocuSign shall be as effective as an original.

21. DAYS. Except as otherwise expressly set forth herein, the term “days” used herein shall mean calendar days, provided however, that if the date for performance of any action under this Agreement shall fall on a weekend or a holiday on which banks in the state of Maine are closed, such deadline shall be the next business day thereafter.

22. MEMORANDUM. Seller and Buyer agree that this Agreement may not be recorded but a Memorandum in the form mutually agreeable to the parties shall be executed and acknowledged simultaneously with this Agreement and may be recorded at the Cumberland County Registry of Deeds at the option and expense of Buyer.

23. MISCELLANEOUS. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. Headings are for convenience of reference only and have no independent legal significance. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such

waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto. Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, and the exhibits referenced herein, which alone fully and completely express their entire agreement. It is expressly understood and agreed that time is of the essence with respect to this Agreement. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable by a court, such term or provision shall be deemed stricken and the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which this Agreement is held to be invalid or unenforceable, shall continue to be valid and binding upon the parties hereto, who agree that this Agreement shall be reformed to replace the stricken part with a valid and enforceable provision that comes as close as possible to expressing the intent of the stricken provision. This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

[remainder of page intentionally blank – signature page to follow]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

BUYER:

WESTBROOK DEVELOPMENT CORPORATION

By: _____

Christopher LaRoche

Its: Authorized Agent

SELLER:

CITY OF BIDDEFORD

By: _____

Printed Name: _____

Its: _____

ESCROW AGENT:

Drummond Woodsum & MacMahon, by its execution of this Agreement, acknowledges that it will hold and disburse the Deposits in accordance with the terms and conditions hereof.

Drummond Woodsum & MacMahon

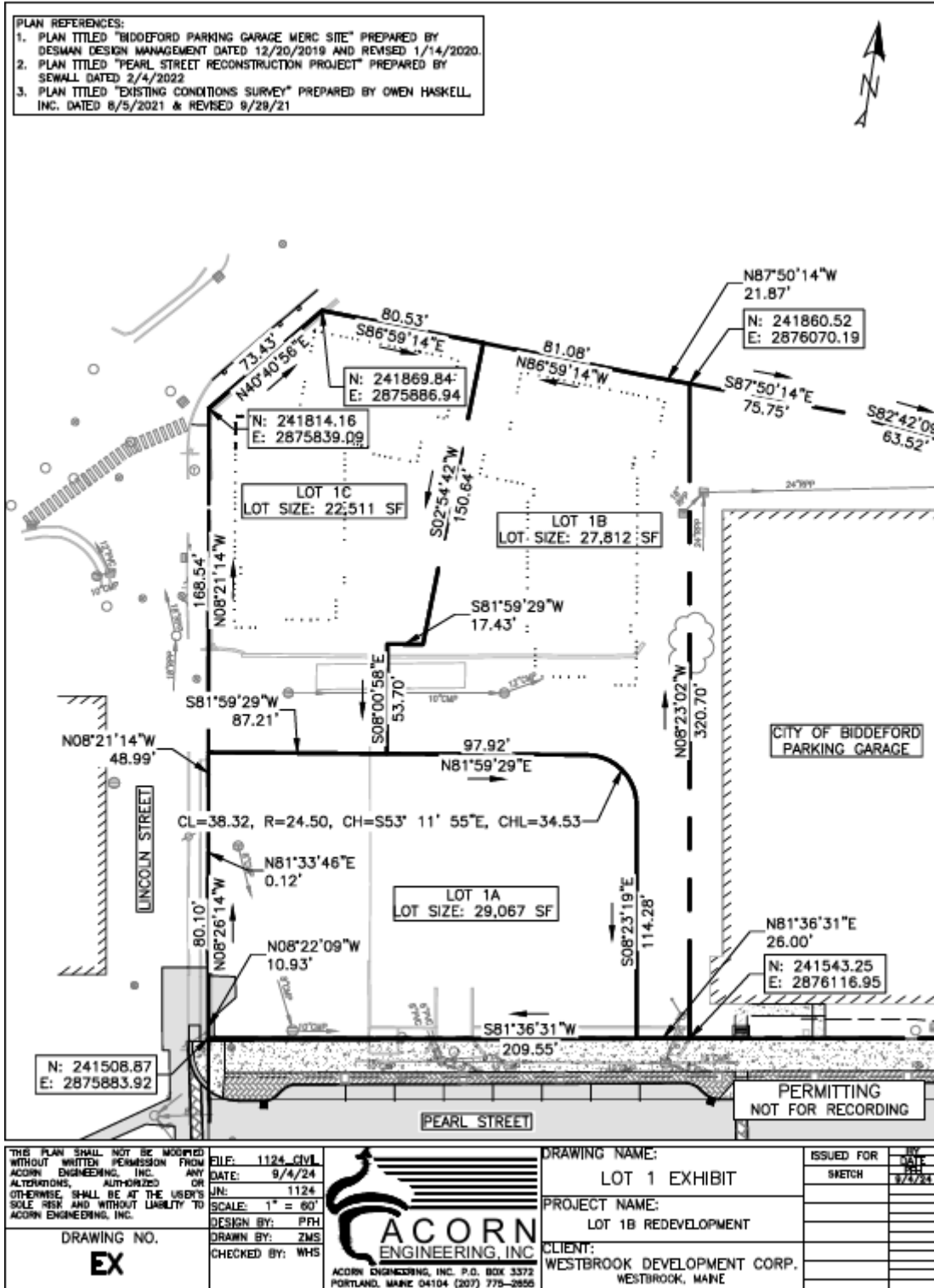
By: _____

November ____, 2023

Robert M. Liscord

Its: Attorney

EXHIBIT A PREMISES



Unlocking Biddeford's Future

Why Supporting the Affordable Housing Project is a Game-Changer

A Transformative Opportunity for Biddeford

The City of Biddeford has a unique opportunity to create 90 affordable senior apartments, extend our Transit-Oriented TIF district for 20 more years, and maximize financial benefits for our taxpayers. By supporting and assisting this Affordable Housing project, we unlock significant advantages for our community, ensuring responsible growth and economic stability.

What Biddeford Gains by Supporting This Project

✓ 20-Year TIF Extension: Protecting Biddeford's

Financial Future

- Extends the RTE 111-Mill Redevelopment TIF District for 20 more years, ensuring continued investment in our community.
- Preserves \$14.8 million in financial benefits for Biddeford by shielding tax revenue from county and school funding formulas.
- Encourages long-term economic development without increasing the burden on local taxpayers

✓ A More Competitive & Thriving Biddeford

- Makes Biddeford more attractive to future developers who seek a business-friendly climate.
- Increases state and federal grant opportunities for transit and housing initiatives.

Encourages continued revitalization and economic momentum in the downtown and mill districts.

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- 90 new affordable apartments designed for senior citizens.
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- Supports transit-oriented development, improving accessibility and walkability for residents.
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- Savings from reduced county tax obligations and increased state education subsidies.
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- Potential impact on the tax rate: With an estimated total benefit of an estimated \$30.9M over 20 years, the city could help mitigate future tax increases.
- Attracts private investment while keeping property taxes stable.

What Happens If We Say No!?

- ✖ Loss of \$30.9M in financial benefits—resulting in higher county tax bills and reduced state school funding.
- ✖ Missed opportunity for 90 new affordable housing units for seniors in need.
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- ✖ Increased pressure on the General Fund, likely resulting in future property tax increases for residents.

Would the TIF Extension Be Possible Without the Affordable Housing Development?

Short Answer: No, the 20-year extension would likely NOT be possible without the proposed affordable housing development.

Here's Why:

The new Maine TIF extension law (LD 1739, 2023) only allows an extension if at least 75% of TIF revenues are dedicated to either:

1. Affordable Housing, or
2. Transit-Oriented Development (TOD)

Since Biddeford's current TIF is a Transit-Oriented Development (TOD) district, it could theoretically qualify for an extension—but ONLY IF 75% of TIF revenues are allocated to transit-related projects.

Why the Affordable Housing Project is Crucial

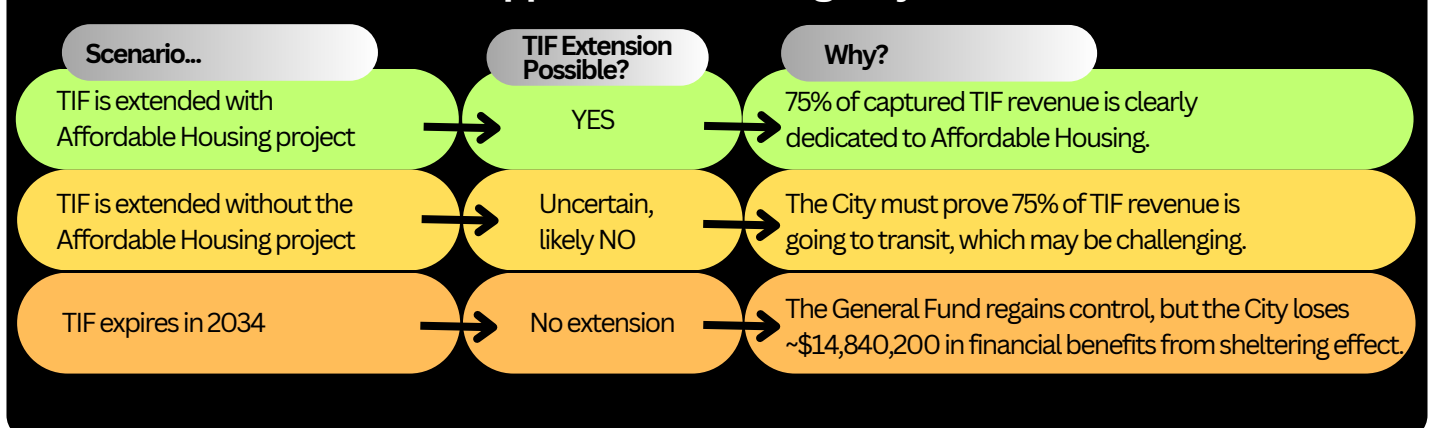
The Affordable Housing Development Clearly Meets the 75% Requirement.

- The developer is requesting a 75% Credit Enhancement Agreement (CEA) for 30 years.
- This means that 75% of the captured tax increment will be returned to the developer, which qualifies as an Affordable Housing TIF allocation under the new law.
- Since the law requires 75% of the TIF revenue to go toward housing or transit, this project single-handedly meets the legal requirement.

Without the Affordable Housing Project, the City Would Need to Dedicate 75% of TIF Funds to Transit.

- Right now, a portion of TIF revenue is already allocated to transit projects, but it's unclear if the City has enough transit-related projects to meet the 75% threshold required for the extension.
- To extend the TIF without the affordable housing project, the City would have to prove to the Maine DECD that 75% of the revenue will be used for transit—which may be difficult given current TIF project allocations.

What Would Happen if the Housing Project Didn't Exist?



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- Increased Education Funding - Additional state contributions reduce the local taxpayer burden for school funding.
- Lower County Tax Burden – Maintaining TIF sheltering reduces the amount Biddeford must contribute to York County taxes.
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Total Estimated Financial Benefit Over 20 Years

Category ...	Total Value Over 20 Years
Increased State Education Funding & County Tax Savings (Extension of existing sheltered valuation)	\$8,740,200
Increased State Education Funding & County Tax Savings (New \$50M Valuation)	\$6,100,000
New Tax Revenue from Lot 1b & Lot 1c	\$518,183
New Tax Revenue from Lot 3	\$13,210,000
Proceeds from Property Sale	1,400,000
Lease Revenue from Parking Spaces	\$1,002,840
TOTAL ESTIMATED BENEFIT	\$30,971,223

Conclusion

The WDC Project presents a unique opportunity for the City of Biddeford to secure nearly \$31 million in financial benefits while fulfilling the City Council’s commitment to affordable housing and strategic economic development.

By approving this project, the Council will enable the extension of the “RTE 111 TIF District”, ensuring continued financial advantages for Biddeford residents and businesses for the next 20 years.

The City Council is encouraged to approve the WDC Project and TIF extension to secure these long-term financial benefits.

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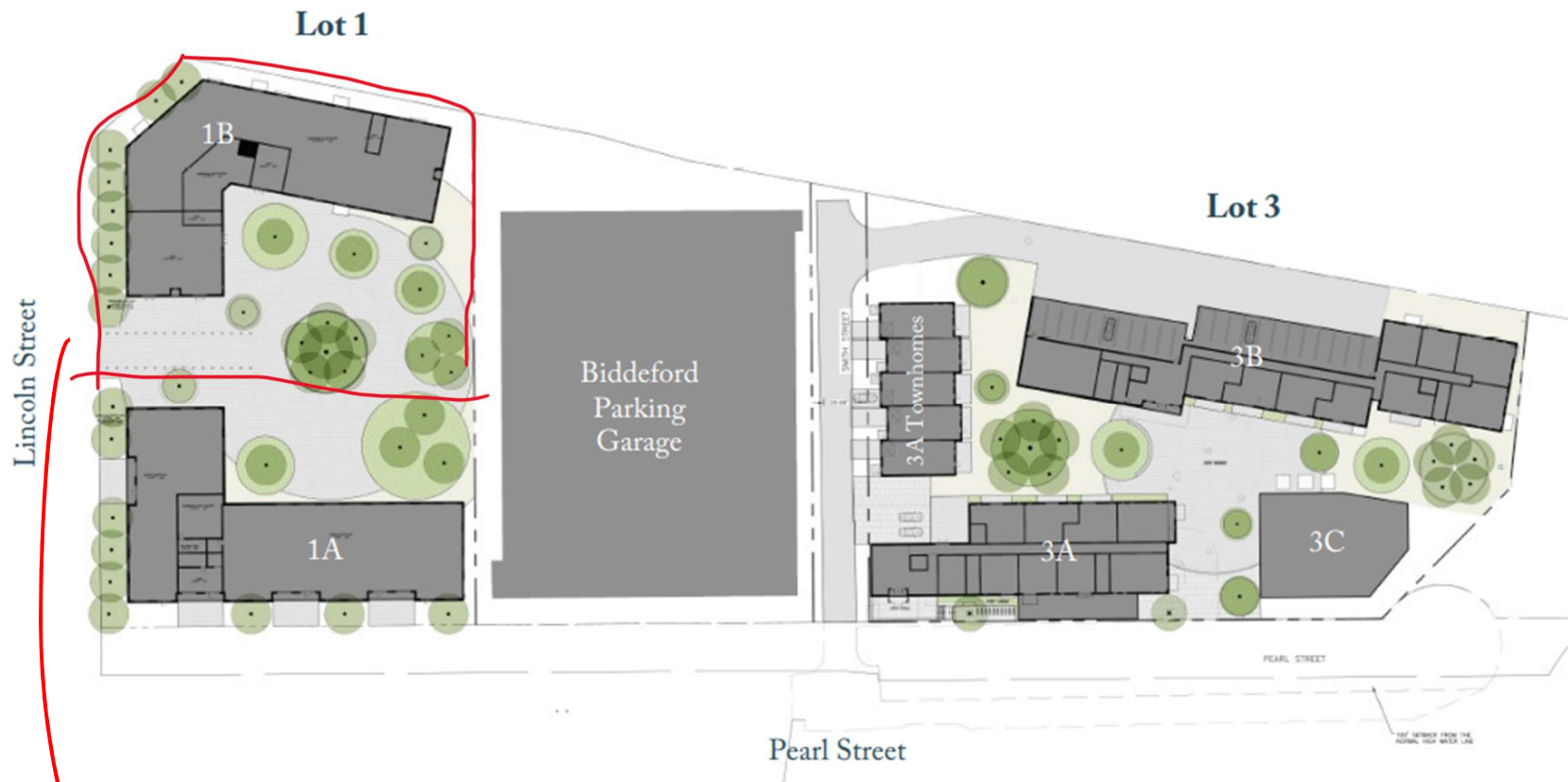
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Fathom (3 Lincoln LLC) original layout above.

To the left is Westbrook Development Corporation Lot 1C & 1 C



City Council

Meeting June 3, 2025

Date:

Meeting 6:00 PM

Time:

Agenda Item 11.c

No:

Item 2025.70 Approval 2nd Amendment to Master Plan Development Agreement 3

Description: Lincoln LLC (Pearl St)

Submitted George Gervais, Director, Planning & Development

By:

Supporting Information/Documentation:

Unlocking Biddeford's Future (10), WDC & Fathom Lots, 2025 Proposed Second Amendment to Master Plan Development Agreement Draft 05.27.2025, 2025.70 ORDER

Key Terms:

N/A

Executive Summary:

This item seeks Council authorization for the City Manager to execute a Second Amendment to the Master Development Agreement originally dated November 17, 2020, as amended on December 21, 2023, with 3 Lincoln LLC. The amendment facilitates the subdivision and removal of a portion of land from the existing development agreement to enable the City to convey it directly to Westbrook Development Corporation (WDC) for affordable housing development.

Detailed Review:

The Second Amendment modifies the Fathom Master Development Agreement to:

- Remove Lots 1B and 1C from the property under option by 3 Lincoln LLC
- Acknowledge that the City may directly convey these lots to Westbrook Development Corporation
- Clarify that the modification supports a new phase of development (WDC's affordable housing project) on land previously committed under the Master Agreement

This action will clear the way for the City to proceed with a separate Development Agreement

with WDC (Item #2 below) and unlock a new opportunity for affordable senior housing development in the Lincoln Street area.

Funding Source:

Staff Recommendation:

Staff recommends approval of the Second Amendment to the Master Development Agreement with 3 Lincoln LLC.

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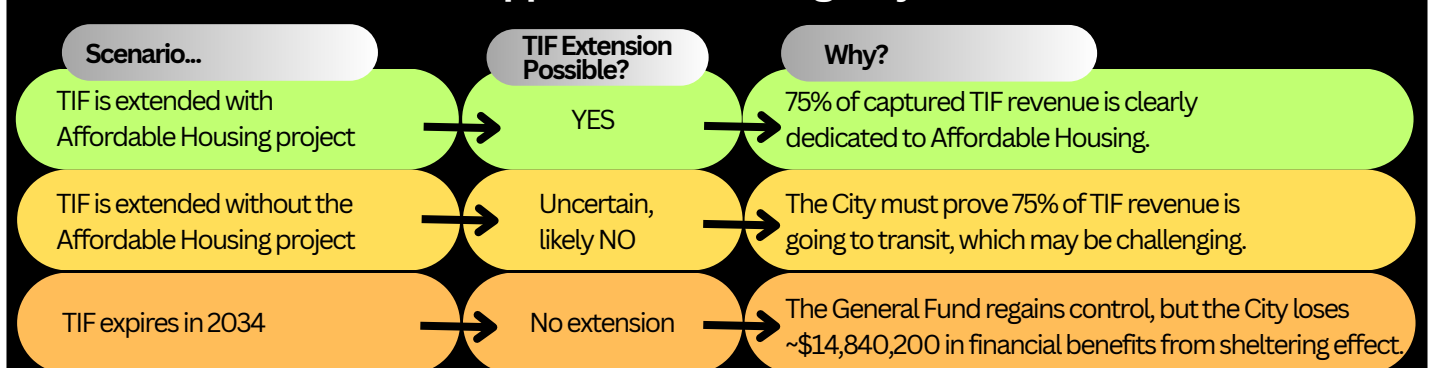
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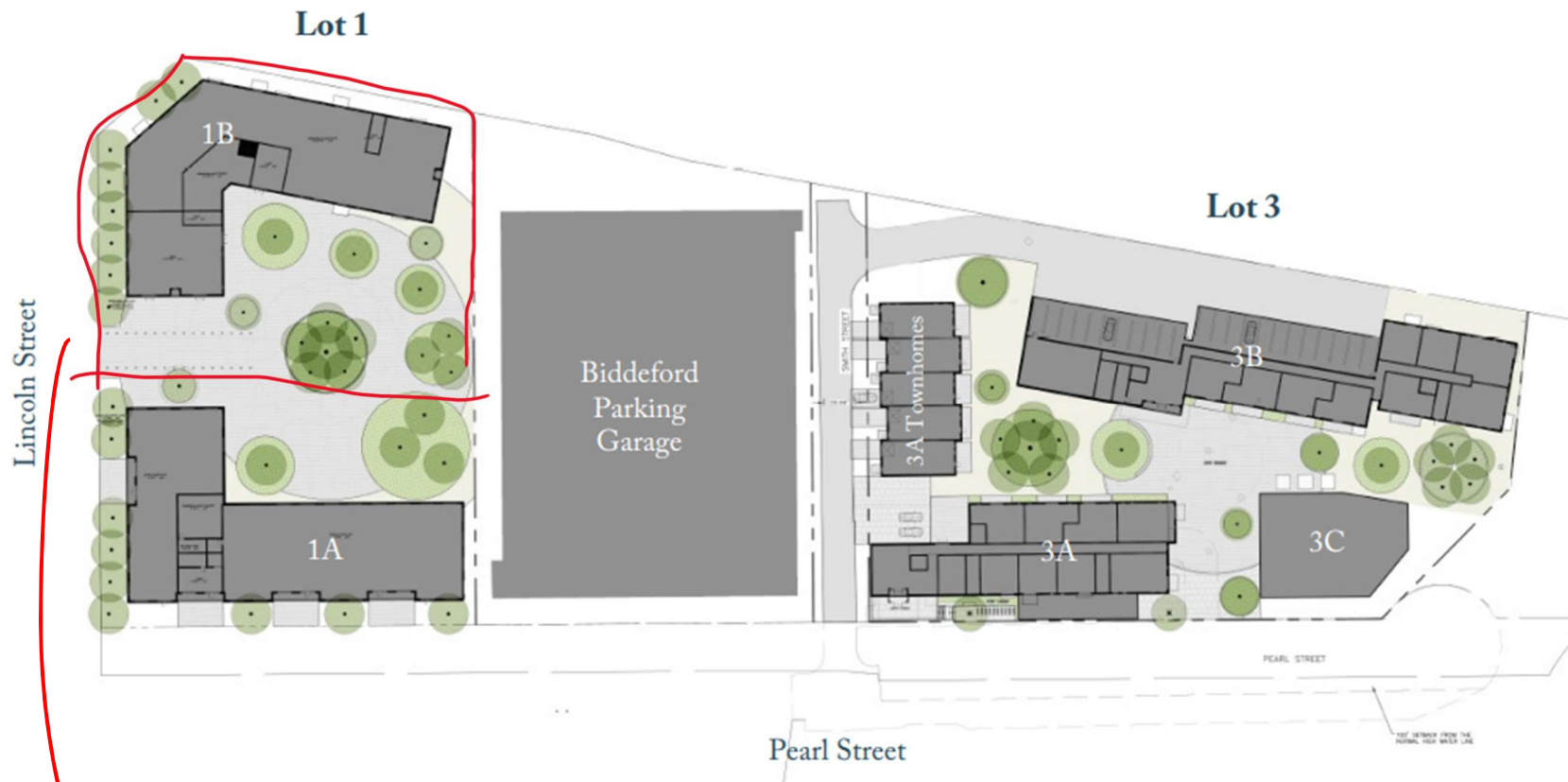
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To the left is Westbrook Development Corporation Lot 1C & 1 C

**SECOND AMENDMENT
TO
MASTER PLAN DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO MASTER PLAN DEVELOPMENT AGREEMENT (this “**Amendment**”) is made and entered into as of the [____] day of May 2025 by and between **3 LINCOLN, LLC**, a Maine limited liability company (“Developer”) and the **CITY OF BIDDEFORD, MAINE** (the “City”). Capitalized terms used in this Amendment but not specifically defined herein shall be as defined in the Existing Agreement (as defined below).

.

RECITALS

WHEREAS, Developer and the City are parties to that certain Master Plan Development Agreement, dated November 17, 2020, as amended by that certain Amendment to Master Plan Development Agreement dated December, 2023 (the “Existing Agreement”).

WHEREAS, the Site was subdivided into Lot 1, Lot 2, Lot 3 and Lot 4 as depicted on that certain plan entitled “Subdivision Plat Pearl Street Redevelopment Pearl Street, Biddeford, Maine” prepared by Acorn Engineering, dated January 11, 2023 and approved by the Biddeford Planning Board on [February 15, 2023] (the “Initial Subdivision Plan”).

WHEREAS, Lot 1 as depicted on the Initial Subdivision Plan was further subdivided into Lot 1 A and Lot 1B as depicted on that certain plan entitled “Subdivision Plat Lot 1A Redevelopment Pearl Street, Biddeford, Maine”, prepared by Acorn Engineering, dated September 4, 2024 and approved by the Biddeford Planning Board on [November 6, 2024] (the “Lot 1 Subdivision Plan”, together with the Initial Subdivision Plan, the “Subdivision Plan”).

WHEREAS, the completed Municipal Parking Garage is situated on Lot 2 as depicted on the Subdivision Plan.

WHEREAS, under the Existing Agreement the Development Sites are comprised of Lot 1A, Lot 1B and Lot 3 as depicted on the Subdivision Plan.

WHEREAS, Developer has contracted to sell Lot 1B to the Westbrook Development Corporation, a Maine nonprofit corporation (the “WDC”) pursuant to that certain Purchase and Sale Agreement between Developer and the WDC dated September 16, 2024 (the “Existing WDC P&S”).

WHEREAS, the WDC now desires to purchase and develop Lot 1B directly from the City and the City and Developer are willing to accommodate the same.

WHEREAS, Developer and the City wish to further amend the Existing Agreement to accommodate the sale of Lot 1B by the City to the WDC and to clarify certain terms and provisions of the Existing Agreement in connection therewith all as more particularly set forth herein.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and the City hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference.

2. Effectiveness of Amendment. Even if fully executed by the Developer and the City, this Amendment shall only become effective upon (i) the termination of the Existing WDC P&S pursuant to mutual agreement between Developer and WDC, and (ii) approval and execution of a binding purchase and sale agreement between the City and WDC for the sale of Lot 1B as depicted on the Subdivision Plan ("New WDC P&S").

3. Amended Agreement. All references in the Agreement to "this Agreement" shall refer to the Agreement as amended hereby.

4. Development Sites. The term Development Sites is hereby amended to mean Lot 1A and Lot 3 as depicted on the Subdivision Plan, and each such lot individually shall be referred to as a "Development Site". All references in the Agreement to Subject Property shall mean the Development Sites as amended hereby.

5. Contingencies.

(a) The City and Developer agree that the obligations and conditions applicable to Developer as set forth in Section 1.3 have been sufficiently satisfied such that no further action is required of Developer to satisfy the requirements of Section 1.3 of the Existing Agreement. In furtherance of the foregoing the City hereby acknowledges satisfaction of the requirements of Section 2.2.4 entitled "Condition of Exercise".

(b) Notwithstanding anything contained herein or in the Existing Agreement to the contrary, Developer's obligations under the Agreement, including its obligations pursuant to the approved Site Concept Plans, shall only pertain to the portion of the Site identified as Lot 1A and Lot 3 as depicted on the Subdivision Plan, and Developer shall have no obligation with respect to the development of Lot 1B, Lot 2 or Lot 4.

6. Purchase Price.

(a). Section 2.2.2 of the Existing Agreement is amended to provide that the Purchase Price for the Subject Property shall be Five Hundred and Sixty Thousand Dollars (\$560,000.00).

(b) The second and third sentences of Section 2.2.3 are hereby deleted in their entirety it being the intent of the Parties to provide that the Developer shall only have the right to exercise the Option with respect to both Development Sites comprising the Subject Property contemporaneously.

7. Lot 1B Right of First Refusal.

(a) The City shall be obligated to promptly notify Developer in writing of termination of the New WDC P&S (the "Notice of Termination"). Upon any such termination of the New WDC P&S, Developer shall have a right of first refusal to purchase Lot 1B for Eight Hundred and Forty Thousand Dollars (\$840,000.00) in accordance with the closing terms set forth in Section 2.2.5 of this Agreement (the "Developer ROFR"); provided, however, that in the event the New WDC P&S is terminated prior to Developer exercising the Option and closing on the purchase of the Subject Property, the purchase price for Lot 1B upon exercise of the Developer ROFR shall be Six Hundred and Forty Thousand Dollars (\$640,000.00). The Developer ROFR may be exercised by Developer by written notice to the City within sixty (60) days of receipt of a Notice of Termination (the "Notice of Exercise of ROFR"), which Notice of Exercise of ROFR shall specify the date, time and place for closing with respect to the purchase of Lot 1B, which date of closing shall be no later than sixty (60) days following the date of the Notice of Exercise of ROFR. If not timely exercised, the Developer ROFR shall terminate and no longer be of force or effect.

(b) The Parties agree that upon request of either Party, a Memorandum of the Developer ROFR shall be prepared and recorded in the York County Registry of Deeds.

8. Timing. The parties agree that, with respect to all active city approvals associated with Lots 1A and/or Lot 3 as of the date of execution of this Agreement, construction shall commence no later than December 31, 2027. Furthermore, all such active city approvals shall remain valid in accordance with the Site Concept Plan Approval and associated timetable required under Section 1.3.3 of the Master Development Agreement.

9. Confidentiality. Section 3.3.4 is hereby amended to acknowledge and agree that disclosure of information concerning the Site and the Project to the Westbrook Development Authority in connection with the sale of Lot 1B shall not constitute a breach of this Section; provided that the City secures a substantially similar confidentiality agreement from the Authority agreeing to keep information concerning the Project and Site confidential.

10. Remainder Not Affected. Except as specifically set forth herein, the Agreement shall continue in full force and effect as originally executed and delivered by the parties.

11. Counterparts. This Amendment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which, when taken together shall constitute one and the same agreement. This Amendment may be executed by electronic or other facsimile signatures.

12. Miscellaneous. The provisions of Article IX of the Existing Agreement are incorporated herein by reference.

***** Signature Page Follows *****

***** Signature Page to Second Amendment to Master Plan Development Agreement

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed
as of the date indicated below.

DEVELOPER:

3 LINCOLN, LLC, a Maine limited liability company

By: _____

Name:

Title:

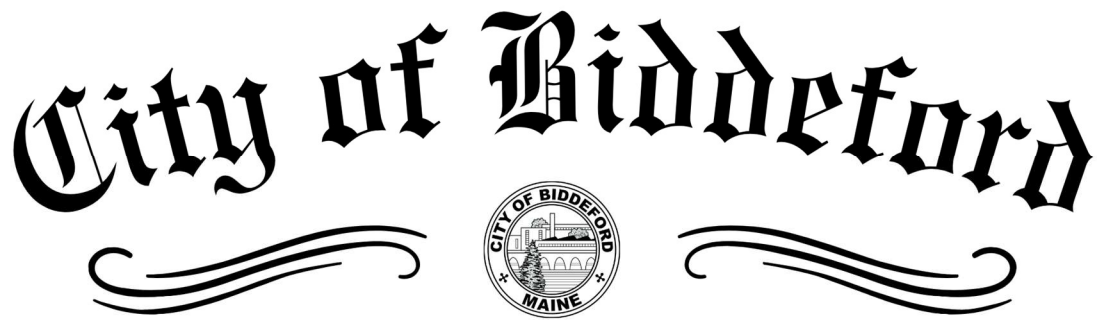
PURCHASER:

CITY OF BIDDEFORD

By: _____

Name:

Title: City Manager



2025.70 IN BOARD OF CITY COUNCIL... JUNE 3, 2025

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to execute a Second Amendment to the Master Plan Development Agreement entered into between the City of Biddeford, Maine and 3 Lincoln, LLC on November 17, 2020, and having executed a First Amendment in December of 2023, substantially in the form presented.

Attest by: _____



City Council

Meeting Date: June 3, 2025
Meeting Time: 6:00 PM
Agenda Item No: 11.d
Item Description: 2025.71 Approval Civic Plus Community Development Module
Submitted By: Jerry Gerlach/ Roby Fecteau

Supporting Information/Documentation:

2025.71 Approval Civic Plus Permitting Software - ORDER, Civic Plus Permitting Software - QUOTATION, City of Biddeford -Tyler EPL Quote 112024 - COMPARISON

Key Terms:

Executive Summary:

City staff is seeking to implement a permitting module that will create efficiencies and consistently throughout a city permitting process. Civic Plus offers a permitting module that will allow individuals to apply online, pay online and follow their project through all aspects of review. Currently, online permitting is not consistent with several departments and this program will expand to every department. Civic Plus is currently being used for the City Website, agenda and meeting management and the reason for a sole source request.

Detailed Review:

The Civic plus Community Development module allows big and small projects to apply online and pay online. All permits are stored paperless and would allow customers to retrieve permits electronically. From start to finish of the project, customers can access their permit requests. Permits that can be obtained through Civic Plus include the following: Business Licenses, Codes Permitting, Engineering Permits, DPW permits and Planning Department Permits.

Funding Source:

The requested amount is \$126,500 with Civic Plus

Civic Plus - Implementation \$76,875 Budget Line - 21107-60501

Civic Plus - Yearly License Costs - \$49,625 Budget Line 21111-60315

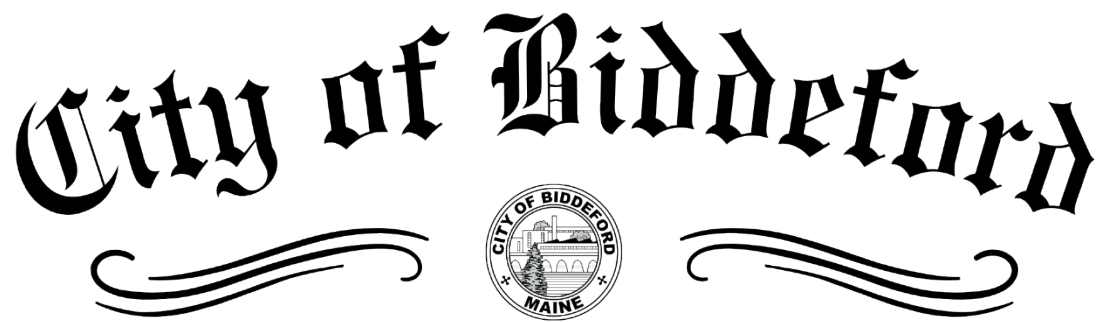
For comparison:

Tyler Technologies Implementation - \$157,625

Tyler Technologies Yearly License Costs - \$63,781

Staff Recommendation:

Given the cost difference compared with Tyler Tech as well as the ease of use, staff recommend Civic Plus as the chosen vendor. Also the ease of integration with our Website is a big plus.



2025.71 IN BOARD OF CITY COUNCIL... June 3, 2025

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorized the purchase and installation of Civic Plus permitting software in the amount of \$76,875 for one-time implementation and \$49,625 in annual licensing costs for a total year one expense of \$126,500.

Note: Funding for this project is under the FY26 Budget. 21111-60315 covers licensing in the amount of \$49,625 and installation is under 21107-60501 in the amount of \$76,875.

Attest by:_____

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work
Q-92475-1
2/10/2025 12:23 PM
3/31/2025

Client:
City of Biddeford, ME

Bill To:
BIDDEFORD CITY, MAINE

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Kyle Monthie		kyle.monthie@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Community Development Core Setup-Premium	Community Development Core Setup-Premium	USD 1,750.00
1.00	Community Development Permitting Setup-Premium	Community Development Permitting Setup-Premium	USD 3,500.00
1.00	Community Development Code Enforcement Setup-Premium	Community Development Code Enforcement Setup-Premium	USD 3,500.00
1.00	Community Development Licensing Setup-Premium	Community Development Licensing Setup-Premium	USD 3,500.00
1.00	Community Development Planning & Zoning Setup-Premium	Community Development Planning & Zoning Setup-Premium	USD 3,500.00
1.00	Community Development Fire & Safety Inspections Setup-Premium	Community Development Fire & Safety Inspections Setup-Premium	USD 3,500.00
1.00	Community Development External Processor Implementation - Forte	Community Development Pay Setup Fee - Forte	USD 3,000.00
1.00	Community Development ICC Code Integration (population based) Setup	Community Development ICC Code Integration (9 Titles and unlimited users) Setup	USD 1,000.00
1.00	Community Development eCode360 API Integration Setup	Community Development Code Library integration with eCode360 API Setup. This requires the client to provide credentials for their eCode360 API.	USD 1,000.00

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Community Development Mobile App (Offline Inspections) Setup	Community Development Mobile App (Offline Inspections) Setup	USD 2,000.00
1.00	Community Development GIS (ESRI) Mapping Integration Setup	Community Development GIS (ESRI) Mapping Integration Setup. This requires the client to provide an ArcGIS restful endpoint for a parcel layer and may provide ArcGIS restful endpoints for up to two additional layers.	USD 1,000.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Community Development Core Annual-Premium	Community Development Core Annual-Premium	USD 3,375.00
1.00	Community Development Permitting Annual-Premium	Community Development Permitting Annual-Premium	USD 6,750.00
1.00	Community Development Code Enforcement Annual-Premium	Community Development Code Enforcement Annual-Premium	USD 6,750.00
1.00	Community Development Licensing Annual-Premium	Community Development Licensing Annual-Premium	USD 6,750.00
1.00	Community Development Planning & Zoning Annual-Premium	Community Development Planning & Zoning Annual-Premium	USD 6,750.00
1.00	Community Development Fire & Safety Inspections Annual-Premium	Community Development Fire & Safety Inspections Annual-Premium	USD 6,750.00
1.00	Community Development External Processor Annual Fee - Forte	Pay Maintenance and Support Annual Fee	USD 1,500.00
1.00	Community Development ICC Code Integration (population based) Annual	Community Development ICC Code Integration (9 Titles and unlimited users) Annual	USD 3,000.00
1.00	Community Development eCode360 API Integration Annual	Community Development Code Library integration with eCode360 API Annual. This requires the client to provide credentials for their eCode360 API.	USD 3,000.00
1.00	Community Development Mobile App (Offline Inspections) Annual	Community Development Mobile App (Offline Inspections) Annual	USD 2,000.00

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Community Development GIS (ESRI) Mapping Integration Annual	Community Development GIS (ESRI) Mapping Integration Annual. This requires the client to provide an ArcGIS restful endpoint for a parcel layer and may provide ArcGIS restful endpoints for up to two additional layers.	USD 3,000.00

Total Investment - Initial Term	USD 76,875.00
Annual Recurring Services (Subject to Uplift)	USD 49,625.00

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Acceptance of Quote # Q-92475-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Organization Legal Name: _____

Billing Contact: _____

Title: _____

Billing Phone Number: _____

Billing Email: _____

Billing Address: _____

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



Quoted By:	Jennifer Barns
Quote Expiration:	07/31/25
Quote Name:	City of Biddeford - ERP - EPL
Quote Description:	Energov
SaaS Term	1.00

Sales Quotation For:

Shipping Address:

City of Biddeford
 PO Box 586
 205 Main Street
 Biddeford ME 04005-0586

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Civic Services			
Community Development Suite	1	360	\$ 7,000.00
Decision Engine	1	12	\$ 6,090.00
Enterprise Permitting & Licensing Foundation	1	120	\$ 12,000.00
Enterprise Permitting & Licensing User	15	40	\$ 34,500.00
eReviews	1	120	\$ 10,500.00
Sub-Total:			\$ 70,090.00
<i>Less Discount:</i>			<i>\$ 6,309.00</i>
TOTAL			\$ 63,781.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
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Community Development Enterprise Forms Library (5 Enterprise Forms)	1	\$ 3,825.00	\$ 0.00	\$ 3,825.00	\$ 0.00
Project Management	84	\$ 200.00	\$ 0.00	\$ 16,800.00	\$ 0.00
Onsite Implementation	264	\$ 225.00	\$ 0.00	\$ 59,400.00	\$ 0.00
Remote Implementation	388	\$ 200.00	\$ 0.00	\$ 77,600.00	\$ 0.00
TOTAL				\$ 157,625.00	\$ 0.00

Transaction Fees

Description

Enterprise Permitting & Licensing Payments

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 63,781.00
Total Tyler Services	\$ 157,625.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 157,625.00	\$ 63,781.00
Contract Total	\$ 221,406.00	
Estimated Travel Expenses excl in Contract Total	\$ 15,070.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Conversion – See Detailed Breakdown Below				\$ 10,575.00	\$ 0.00
TOTAL				\$ 10,575.00	\$ 0.00

Optional Conversion Details (Prices Reflected Above)

Description	Quantity	Unit Price	Discount	Total
Conversions				
Community Development	1	\$ 10,575.00	\$ 0.00	\$ 10,575.00
TOTAL				\$ 10,575.00

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Civic Services			
Community Development Suite	\$ 7,000.00	\$ 0.00	\$ 7,000.00
Decision Engine	\$ 6,090.00	\$ 609.00	\$ 5,481.00
Enterprise Permitting & Licensing Foundation	\$ 12,000.00	\$ 1,200.00	\$ 10,800.00
Enterprise Permitting & Licensing User	\$ 34,500.00	\$ 3,450.00	\$ 31,050.00
eReviews	\$ 10,500.00	\$ 1,050.00	\$ 9,450.00

TOTAL	\$ 70,090.00	\$ 6,309.00	\$ 63,781.00
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Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
 - Fees for hardware are invoiced upon delivery;
 - Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
 - Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
 - Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
 - Expenses associated with onsite services are invoiced as incurred.
- Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 50% Client and 50% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 5 unique business transactions, 5 template business transactions, 3 geo-rules and 3 automation events. Configuration elements beyond this will be owned by the client.

Community Development Forms Library Includes: standard Permits - Building, standard Permits - Trade, standard Planning - Certificate, standard Permits - Occupancy/Completion, standard Code - Violation Notice.

Community Development Suite includes Civic Access for Community Development and Community Development Executive Insights

Enterprise Permitting & Licensing Foundation includes GIS for EPL Users, Core Foundation Bundle, Advanced Automation Bundle, Data & Reporting Access, Report Toolkit, EPL API Toolkit and 1 TB of Storage

Enterprise Permitting & Licensing User includes back-office and EP&L Mobile access

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/client-terms/payment-processing-license-and-services-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

Fees to begin 7/1/25 and renew annually with EERP billing.



City Council

Meeting Date: June 3, 2025
Meeting Time: 6:00 PM
Agenda Item No: 11.e
Item Description: Remove from Table 2025.51 Approval Sewer Operations FY26
Submitted By: Brian S. Phinney, Acting City Manager

Supporting Information/Documentation:

2025.51) Sewer Operations Fund FY26 - ORDER Rev, 20250603 601 Sewer Fund Statement 8 - HISTORY, 20250603 601 Sewer Fund - FY26 Projected Fee Schedule - 20% Increase

Key Terms:

Executive Summary:

FY26 Sewer Operations Budget for Adoption

Detailed Review:

The FY26 Sewer Fund Budget is presented to Council for review and approval. The Sewer Fund is Fund 601 and includes: 35102-Sewer Operations, 35103 - Industrial Pretreatment Program, and 35104-New Sewer Operations Expense.

Fund 601 is a enterprise account. For audit purposes, the Fund is evaluated on a cash basis. Using the values presented in Order 2025.51, it is estimated that the net change in position will be \$100,000 (to the positive). It should be noted that the net change is based on fully estimating the FY24 and FY25 based on actuals and budgeted values due to the fact that the FY24 and FY25 ACFRs have not been completed. As directed, the net change in position is calculated to be \$100,000 to the positive for capital expenditures. The revenues have been adjusted to remove the dedicated fund items from operations.

The sewer billing rates for monthly invoicing are calculated at a factor of three (3) for the quarterly billing schedule. Moving monthly bills to the quarterly cycle should be a direct comparison. For example, the minimum charge for residential monthly is \$18.72. The minimum quarterly charge is \$56.16 (\$18.72 x 3). The threshold for the monthly charge is <393 units. The minimum threshold for the quarterly charge is <1,175 units (393 x 3 approx). For both categories the unit rates are equivalent. A table showing the estimated rate change is

provided in the packet.

The Budget as presented reflects a 20.4% increase to the sewer user rates in order to result in a net position change of +\$100,000.

Funding Source:

This is a budget approval. Expenses are \$4,983,382. Depreciation is estimated at \$1,137,760. Revenue is estimated at \$5,256,169.

Staff Recommendation:

N/A - FY26 Budget Approval

City of Biddeford



2025.51

IN BOARD OF CITY COUNCIL... MAY 20, 2025

BE IT ORDERED, that the City Council of the City of Biddeford does hereby accept the recommendation of the Budget Committee for expenses within the WASTEWATER FUND for the fiscal year commencing July 1, 2025 and ending June 30, 2026, as follows:

Sewer Operations:	\$3,737,062
Industrial Pretreatment:	\$44,950
Maintenance:	\$1,201,370
Total	\$4,983,382
Depreciation:	\$1,137,760
Total:	\$1,137,760

BE IT FURTHER ORDERED, that the City Council of the City of Biddeford does hereby accept the recommendation of the Budget Committee for revenues within the WASTEWATER FUND for the fiscal year commencing July 1, 2025 and ending June 30, 2026, as follows:

Sewer User Fees:	\$5,075,569
Other Revenue:	\$30,600
Transfer from General Fund:	\$150,000
Total:	\$5,256,169

Note: The overall financial condition of the WASTEWATER FUND is defined on so-called Statement 08 and Statement 09. The estimated change in net position using these values is +\$100,000 (Statement 8), fully estimating FY24 and FY25 in the absence of FY24 and FY25 ACFR(s).

Attest by: _____

CITY OF BIDDEFORD
Statement of Revenues , Expenses, and Chnages in Net Position
Proprietary Fund
INTERNAL REVIEW - STATEMENT 8

Business-type Activities - Enterprise Funds										
	FY22 Audit	FY22 Actual	FY23 Audit	FY23 Actual	FY24	FY25 Bud	FY25 Actual YTD	FY26 Bud		
Operating Revenues										
Charges for Services	\$ 4,090,908	\$ 4,090,909	\$ 3,849,058	\$ 3,849,057	\$ 4,124,092	\$ 4,216,998	\$ 4,124,092	\$ 5,075,569		
Other	\$ 62,196	\$ 62,196	\$ 102,688	\$ 388,207	\$ 203,691	\$ 70,600	\$ 18,235	\$ 30,600		
Total Operating Revenues	\$ 4,153,104	\$ 4,153,104	\$ 3,951,746	\$ 4,237,265	\$ 4,327,783	\$ 4,287,598	\$ 4,142,327	\$ 5,106,169		
Operating Expenses										
Personnel Services	\$ 1,359,628	\$ 1,575,897	\$ 1,715,340	\$ 1,751,081	\$ 1,764,839	\$ 1,821,724	\$ 1,598,280	\$ 1,976,694		
Contract Services	\$ 151,545	\$ 132,688	\$ 126,681	\$ 92,307	\$ 76,378	\$ 153,253	\$ 143,788	\$ 187,500		
Supplies, Maintenance and Repairs	\$ 347,418	\$ 347,317	\$ 665,219	\$ 461,756	\$ 450,299	\$ 441,556	\$ 416,977	\$ 444,100		
Insurance	\$ 49,507	\$ 49,512	\$ 42,091	\$ 72,366	\$ 30,274	\$ 76,564	\$ 113	\$ 92,059		
Utilities	\$ 251,637	\$ 249,660	\$ 282,589	\$ 263,297	\$ 311,258	\$ 339,750	\$ 277,575	\$ 342,576		
Others	\$ 557,102	\$ 460,141		\$ 415,990	\$ 686,027	\$ 728,996	\$ 261,307	\$ 765,977		
Depreciation	\$ 1,121,830	\$ 1,121,828	\$ 1,097,827	\$ 1,097,827	\$ 1,117,794	\$ 1,127,777	\$ 1,127,777	\$ 1,137,760		
Total Operating Expenses	\$ 3,838,667	\$ 3,937,043	\$ 3,929,747	\$ 4,154,624	\$ 4,436,868	\$ 4,689,620	\$ 3,825,817	\$ 4,946,666		
Operating Income (loss)	\$ 314,437	\$ 216,061	\$ 21,999	\$ 82,640	\$ (109,085)	\$ (402,022)	\$ 316,510	\$ 159,503		
Nonoperating Expense:										
Interest Expense	\$ (113,386)	\$ (113,386)	\$ (75,766)	\$ (74,266)	\$ (70,000)	\$ (65,200)	\$ (32,406)	\$ (65,200)		
Gain (loss) of Disposal of Capital Assets	\$ (21,545)	\$ (31,030)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Non-operating Expense	\$ (134,931)	\$ (144,417)	\$ (75,766)	\$ (74,266)	\$ (70,000)	\$ (65,200)	\$ (32,406)	\$ (65,200)		
Net Income (loss) Before Transfers and Contributions	\$ 179,506	\$ 71,645	\$ (53,767)	\$ 8,374	\$ (179,085)	\$ (467,222)	\$ 284,103	\$ 94,303		
Transfers:										
Transfers - In	\$ 2,278,610	\$ 2,278,610	\$ 600,000	\$ 600,000	\$ 350,000	\$ 275,000	\$ 275,000	\$ 150,000		
Transfers - Out	\$ (224,173)	\$ (224,173)	\$ (223,817)	\$ (223,817)	\$ (222,342)	\$ (211,474)	\$ (211,474)	\$ (144,303)		
Total Transfers	\$ 2,054,437	\$ 2,054,437	\$ 376,183	\$ 376,183	\$ 127,658	\$ 63,526	\$ 63,526	\$ 5,697		
Change in Net Position	\$ 2,233,943	\$ 2,126,082	\$ 322,416	\$ 384,557	\$ (51,427)	\$ (403,696)	\$ 347,629	\$ 100,000		
Net Position, beginning - restated	\$ 19,200,958	\$ 19,200,958	\$ 21,434,901	\$ 21,327,040	\$ 21,711,597	\$ 21,660,170	\$ 21,660,170	\$ 21,256,474		
Period-Period Adjustments			\$ (386,359)							
Net Position (deficit) - Beginning of Year , as Restated			\$ 21,048,542							
Net Position, Ending	\$ 21,434,901	\$ 21,327,040	\$ 21,370,958	\$ 21,711,597	\$ 21,660,170	\$ 21,256,474	\$ 22,007,799	\$ 21,356,474		
Variance		\$ (107,861)		\$ 340,639						

City of Biddeford - Current Sewer User Rates

FY26 Rate Change

Type	Frequency	Sched	MinUnits	MaxUnits	Rate	MinCharge
Residential	Monthly	30	0	392	4.68	18.72
Residential	Monthly	30	393	1,666	6.52	18.72
Residential	Monthly	30	1,667	1,000,000	6.84	18.72
Multi Unit	Monthly	35	0	392	5.05	20.2
Multi Unit	Monthly	35	393	1,666	7.02	20.2
Multi Unit	Monthly	35	1,667	1,000,000	7.36	20.2
Residential	Quarterly	40	0	1,175	4.68	56.16
Residential	Quarterly	40	1,176	5,000	6.52	56.16
Residential	Quarterly	40	5,001	1,000,000	6.84	56.16
Multi Unit	Quarterly	45	0	1,175	5.05	56.16
Multi Unit	Quarterly	45	1,176	5,000	7.02	56.16
Multi Unit	Quarterly	45	5,001	1,000,000	7.36	56.16
Commercial	Monthly	50	0	425	7.78	31.12
Commercial	Monthly	50	426	1,667	7.37	31.12
Commercial	Monthly	50	1,668	4,167	8.15	31.12
Commercial	Monthly	50	4,168	1,000,000	8.81	31.12
Multi Unit	Monthly	55	0	425	7.83	31.32
Multi Unit	Monthly	55	426	1,667	7.37	31.32
Multi Unit	Monthly	55	1,668	4,167	8.15	31.32
Multi Unit	Monthly	55	4,168	1,000,000	8.81	31.32
Commercial	Quarterly	60	0	1,275	7.83	101.79
Commercial	Quarterly	60	1,276	5,000	7.37	101.79
Commercial	Quarterly	60	5,001	12,500	8.15	101.79
Commercial	Quarterly	60	12,501	1,000,000	8.81	101.79
Multi Unit	Quarterly	65	0	1,275	7.83	101.79
Multi Unit	Quarterly	65	1,276	5,000	7.37	101.79
Multi Unit	Quarterly	65	5,001	12,500	8.15	101.79
Multi Unit	Quarterly	65	12,501	1,000,000	8.81	101.79

% Increase
20%

Rate	MinCharge
\$ 5.63	\$ 22.53
\$ 7.85	\$ 22.53
\$ 8.23	\$ 22.53
\$ 6.08	\$ 24.31
\$ 8.45	\$ 24.31
\$ 8.86	\$ 24.31
\$ 5.63	\$ 67.59
\$ 7.85	\$ 67.59
\$ 8.23	\$ 67.59
\$ 6.08	\$ 72.94
\$ 8.45	\$ 72.94
\$ 8.86	\$ 72.94
\$ 9.36	\$ 37.46
\$ 8.87	\$ 37.46
\$ 9.81	\$ 37.46
\$ 10.60	\$ 37.46
\$ 9.42	\$ 37.70
\$ 8.87	\$ 37.70
\$ 9.81	\$ 37.70
\$ 10.60	\$ 37.70
\$ 9.42	\$ 122.51
\$ 8.87	\$ 122.51
\$ 9.81	\$ 122.51
\$ 10.60	\$ 122.51
\$ 9.42	\$ 122.51
\$ 8.87	\$ 122.51
\$ 9.81	\$ 122.51
\$ 10.60	\$ 122.51