



**City of Biddeford
City Council**

June 17, 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: 976 0166 2338

Passcode: 149085

1. Roll Call
2. Pledge of Allegiance
3. Adjustment(s) to Agenda
4. Proclamation
 - 4.a Juneteenth - Proclamation
5. Appointments
 - 5.a 2025.74 Approval/ Mayoral Appointments to Committees- Citizen
 - 5.b 2025.82 Approval City Manager Appointment
6. Presentation
 - 6.a Diversity, Equity and Inclusion Committee Update
 - 6.b FY23 Audit by RKO
7. Public Addressing the Council
(3 minute limit per speaker for up to a total of 15 minutes)
8. Consideration of Minutes
 - 8.a Council Minutes 6-3-25
9. Second Reading
 - 9.a 2025.51 Approval Sewer Operations FY26
10. Orders of the Day
 - 10.a 2025.75 Approval Agreement Between The City of Biddeford and The International Association of Firefighters, Local 3107

- 10.b 2025.77 Approval PW Rec Bus
- 10.c Remove from Table 2025.72 Approval Amend Marble Block JDA
- 10.d Remove from Table 2025.69 WDC 3 Lincoln Site (Pearl St) Development Agreement
- 10.e Remove from Table 2025.70 Approval 2nd Amendment to Master Plan Development Agreement 3 Lincoln LLC (Pearl St)
- 10.f 2025.79 Approval Forest Green Development Agreement and TIF for Sewer Contribution
- 10.g 2028.83 Approval of Main St Pump Station Upgrades
- 10.h 2025.80 Approval Zack Taylor Proposed CZ#25 66 Andrews Road
- 10.i 2025.84 Approval Allocation No. 1 of FY26 Capital Improvement Funds
- 10.j 2025.85 Approval Capital Paving (CIP) Carry Forward Funds FY25 to FY26
- 10.k 2025.78 Approval/ PW Wastewater Service Vehicle
- 10.l 2025.86 Approval Authorization to Accept Grant Award 3-23-0009-021-2025 - Biddeford Airport
- 11. Public Addressing the Council
(5 minute limit per speaker)
- 12. City Manager Report
- 13. Committee Updates by Council
- 14. Other Business
- 15. Council President Addressing the Council
- 16. Mayor Addressing the Council
- 17. Adjourn

City of Biddeford



PROCLAMATION

WHEREAS, on June 19, 1865, Union General Gordon Granger arrived in Galveston, Texas, to announce the end of the Civil War and that the last enslaved people were now free, which was more than two years after President Abraham Lincoln issued the Emancipation Proclamation; and

WHEREAS, this day has since become known as Juneteenth, a blending of the words June and nineteenth, and has been celebrated by many African Americans as the true anniversary of emancipation; and

WHEREAS, Juneteenth not only celebrates the end of slavery, but also honors the strength, resilience, and contributions of Black Americans throughout history and today, and serves as an important reminder of the ongoing work needed to achieve justice and equality for all; and

WHEREAS, Juneteenth was officially recognized as a federal holiday in 2021, and the City of Biddeford acknowledges the importance of this day as part of our collective American history; and

WHEREAS, the City of Biddeford invites community members to join together in commemoration of Juneteenth, at a celebration to be held on Thursday, June 19, 2025, at The Foundry on the Levee from 3-5PM, featuring vendors, music, and food and supported by the Maine Black Chamber of Commerce, the Citizen DEI Committee, and the Heart of Biddeford, and;

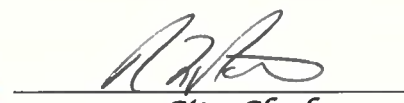
NOW, THEREFORE, I, Marty Grohman, Mayor of the City of Biddeford, do hereby proclaim June 19, 2025 as Juneteenth in the City of Biddeford and encourage all residents to reflect on the significance of this day and to participate in events that honor freedom, equity, and the rich cultural heritage of our Black communities.

*In Witness Whereof, We the undersigned have herewith affixed
our signatures this 17th day of June 2025.*



Mayor





City Clerk

City of Biddeford

The seal of the City of Biddeford, Maine, is circular. It features a central illustration of a lighthouse on an island, with a ship in the water. The words "CITY OF BIDDEFORD" are written in a circle around the top, and "MAINE" is at the bottom.

2025.74 IN BOARD OF CITY COUNCIL... JUNE 17, 2025
BE IT ORDERED, that I Martin Grohman do hereby appoint the following:

Chris Veazie
Ward 2
To the Conservation Commission for a term
to expire December 31, 2029

Elisha Gallant
Ward 6
To the Recreation Commission
For a term to expire November 1, 2029

Attest by: _____

Committee, Board, and Commission Application Form

Application

Name Chris Veazie

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?

Conservation Commission

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? As a Biddeford resident, I'm interested in serving on the Conservation Commission as I'm passionate about protecting the natural resources that make Biddeford such a special place to live and visit. As someone who enjoys the outdoors and has a background in geology, I see an opportunity to contribute meaningfully to the Conservation Commission's mission. I'm particularly interested in supporting efforts related to wildlife habitat preservation, wetlands protection, and enhancing storm resiliency through these conservation efforts. I want to help ensure that Biddeford continues to grow in a way that respects and protects its unique ecosystems for current and future generations.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. Volunteer work includes serving with the Maine Conservation Corps in 2011 where I was a field team member helping to build/restore hiking trails throughout the state of Maine.

I also have 13 years experience working in the field of environmental geology which I believe would be an asset to the commission in regards to online GIS mapping, groundwater protections, hydrogeologic evaluations/peer review, and public outreach, I'm also licensed as a geologist in the State of Maine (License Number GE624). While I live in Biddeford, my daughter currently lives in Gorham and I've been involved with volunteering at the Gorham Schools on events such as their wind storm challenge and the Career X fair giving students insight into environmental careers in geology and sharing my background in the offshore wind energy sector. I would like the opportunity to give back to the City of Biddeford as well.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). This would be a first for me

Committee, Board, and Commission Application Form

Application

Name Elisha Gallant

Pronouns Field not completed.

Ward 6

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?

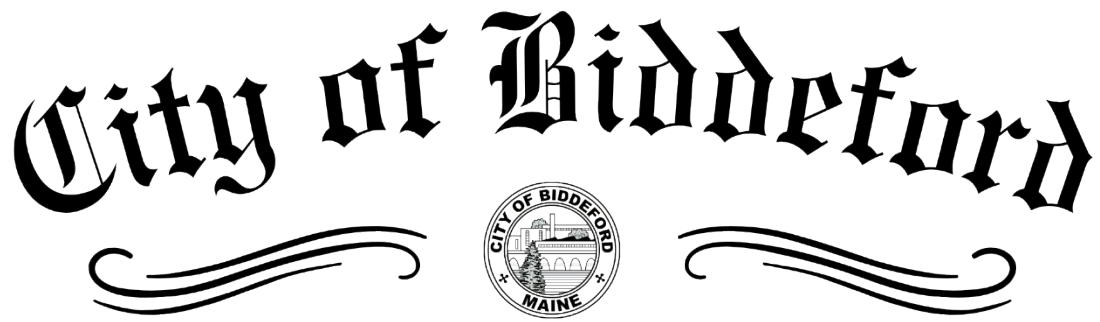
Recreation Commission

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? I have lived in the community for 14 years and in the Saco/Biddeford area for most of my life. I now have two small children 7 and 2, participating in Biddeford Recreation programming and would like to get involved with my community.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. I have a Bachelor of Science in Business Administration & Marketing and a 15-year career in planning and forecasting for publicly traded footwear and apparel companies. I have extensive experience in relationship building, project management and risk mitigation planning.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). Field not completed.



2025.82 IN BOARD OF CITY COUNCIL... June 17, 2025

BE IT ORDERED, that the City Council does hereby confirm the appointment of **Truc Mai Nguyen-Dever**, as City Manager for the City of Biddeford, such appointment being effective upon full execution of the Employment Agreement as presented;

BE IT FURTHER ORDERED, that the official start date for the position of city manager shall be August 11, 2025, in accordance with the terms and conditions of the aforementioned Employment Agreement.

Attest by: _____
Robin Patterson, City Clerk

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as “Agreement”), is by and between the City of Biddeford, Maine, a municipal corporation organized under the laws of the State of Maine (hereinafter referred to as “City”), and Truc Mai Nguyen-Dever of Kirkland, Washington (hereinafter referred to by name or as “City Manager”).

W I T N E S S E T H:

WHEREAS, the City desires to employ as City Manager of the City of Biddeford, Maine, as provided for in the City Charter of the City of Biddeford; and

WHEREAS, the City, through its City Council, desires to provide for certain benefits and compensation for the City Manager and to establish conditions of employment applicable to the City Manager; and

WHEREAS, Truc Mai Nguyen-Dever desires to accept employment as City Manager of the City of Biddeford under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment and Term of Agreement

A. The City of Biddeford hereby hires and appoints Truc Mai Nguyen-Dever as its City Manager, under the terms established herein, to perform the duties and functions specified in the City’s Charter and the City Code of Ordinances and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

B. The City’s employment of Truc Mai Nguyen-Dever as City Manager under this Agreement shall be effective August __11__, 2025 (the “Effective Date”), after review and an affirmative vote by the members of the City Council at a duly noticed City Council meeting. The period from August 2025 of a given year under this Agreement to July of the following year shall be referred to herein as a “Contract Year.” The term of this Agreement shall be two (2) Contract Years or until terminated by the City or by the City Manager as provided herein. No later than three (3) months prior to the Agreement’s expiration, the City and the City Manager shall notify each other concerning whether or not each party desires to renew this Agreement. Notwithstanding the foregoing, negotiations shall be commenced no later than six (6) months prior to the Agreement’s expiration regarding any potential modification of the terms upon renewal. Both the City and the City Manager may decide not to renew this Agreement for any reason or for no reason. The City Manager acknowledges and agrees that she has no right to renewal of this Agreement.

Section 2. Salary, Other Compensation, Sabbatical, and Evaluation.

A. For the performance of services pursuant to this Agreement for the first Contract Year, the City agrees to pay the City Manager an annual base salary of One Hundred Ninety-five

Thousand Dollars (\$195,000) (the “Base Salary”), payable in installments at the same time and in the same manner as other City employees are paid. For the second Contract Year, the City Manager’s Base Salary shall be Two Hundred Thousand Dollars (\$200,000) increased by the same percentage cost of living increase given to other non-union City employees. Any subsequent years shall be subject to cost of living adjustments at the same time and in the same manner as all other non-union City employees.

Section 3. Duties and Obligations.

A. The City Manager shall have the duties, responsibilities, and powers of said office under the Charter and Ordinances of the City of Biddeford. The City Manager agrees to perform all duties and responsibilities faithfully, industriously, and to the best of her ability and in a professional and competent manner.

B. The City Manager shall remain in the exclusive employ of the City and shall devote all such time, attention, knowledge, and skills necessary to faithfully perform her duties under this Agreement. The City Manager shall dedicate no less than an average of forty (40) hours per week in the performance of her duties hereunder. The City Manager shall not teach, consult, or conduct any other non-City connected business without first notifying the City Council in writing of her intent to do so and receiving the City’s consent which shall not be unreasonably, withheld, conditioned, or delayed. Any such activities shall not interfere with her primary obligations to the City as its City Manager.

C. In no case shall the City Manager serve on the boards or be in the employ of organizations which either have a history of or are likely to be before the City, its boards or committees, for funding, permits, approvals or regulatory activities. In the event the City Manager shall serve on any other appointed boards or elected boards of any professional organization, or serve on any committees related to her professional activities as City Manager, in the event any monies are paid, or gifts received, by the City Manager related to such service, such money or property shall be paid over to or delivered to the City, unless otherwise provided by the City Council.

D. In the event the City Manager is temporarily unable to perform her duties, she shall designate an Acting City Manager for up to sixty (60) days per the City Charter. The City Council shall appoint an acting City Manager in the event of an absence in excess of sixty (60) days.

Section 4. Automobile Allowance and Communications Equipment

The City Manager is required to be on-call for twenty-four (24) hours a day, seven (7) days per week service. In recognition thereof: The City shall provide the City Manager with an automobile allowance of \$700.00 per month. The City Manager acknowledges and agrees that she is not and shall not be eligible for any mileage reimbursement in connection with her employment with the City during the term of this Agreement.

Section 5. Dues and Subscriptions

The City agrees to pay the City Manager's professional dues for membership in the International City/County Management Association, the National League of Cities and the Maine Municipal Association. The City shall also pay other dues and subscriptions on behalf of the City Manager as are approved in the City's annual budget (on a line item basis) or as authorized separately by the City Council.

Section 6. Professional Development

The City Manager shall include any other expenses for professional Development or related travel and subsistence expenses related to any approved travel, in her proposed annual budget for the Executive Office, which shall be subject to the City Council's approval through the course of the annual budget process.

Section 7. Community Involvement

The City recognizes the desirability of representation in and before local civic and other organizations, and encourages the City Manager to participate in these organizations to foster a continuing awareness of the City's activities as well as the community's attitudes and ideas, subject to the limitation in Section 3C above.

Section 8. Performance Goals and Performance Review

Within the first ninety (90) days of this Agreement, the City Manager and City Council shall mutually establish specific, measurable performance goals aligned with the City's strategic priorities. These goals shall be reviewed and updated annually and shall serve as a basis for formal performance evaluations. The City Council shall conduct formal performance reviews of the City Manager within six months of the effective date of this Agreement, on the first anniversary hereof, and annually thereafter. The reviews shall evaluate progress on agreed-upon performance goals, communication with the Council and citizens, leadership of City departments, responsiveness to Council directives, and may incorporate feedback from the City Manager's direct reports to inform the Council.

Section 9. Vacation and Sick Leave

The City Manager shall be subject to and provided with the same sick leave and Maine Earned Paid leave as provided to the City's non-union management staff. Notwithstanding the foregoing, the City Manager shall notify the City of any Earned Paid Leave in excess of one (1) week and get the consent of the City for Earned Paid Leave in excess of two (2) weeks.

The City Manager shall accrue five (5) weeks of vacation time each Contract Year accruing proportionately over each pay period during said Contract Year. Notwithstanding the foregoing, the City Manager shall be deemed to have accrued two (2) weeks of vacation as of the Effective Date and shall only accrue three (3) additional weeks over the remainder of the first Contract Year. The City Manager may carry over a maximum of two (2) weeks of accrued vacation at the end of

each Contract Year into the subsequent Contract Year. Any unused vacation not able to be carried over will be paid out to the City Manager at the end of each Contract Year at her then applicable base salary.

Section 10. Holidays

The City Manager is entitled to the same paid holidays as non-union City employees working a regular Monday-Thursday work week. The City Manager agrees that if at some point while serving as City Manager, the City Council changes the regular City working days to include Friday and/or Saturdays, the City Manager shall work those days.

Section 11. Health, Dental, Life and Income Protection, Insurance

The City agrees to provide health insurance for the City Manager in the same manner as it provides insurance for its non-union employees and shall pay the cost of life insurance in the value of twice her annual salary, such insurance to be provided through the plan available to non-union employees and subject to the rules governing participation in such policies. Such coverage will be effective as provided by those plans.

The City Manager may also participate in the City's dental and income protection insurance programs on the same terms as other non-union City employees.

Section 12. Retirement.

The City Manager shall be eligible to participate in the Maine Public Employees Retirement System on the same terms as other non-union City management employees. In addition, the City Manager shall be entitled to participate in the City's 457 deferred compensation plan, and the City will match any employee contribution up to 6% of her gross salary.

Section 13. Termination by the City and Severance Pay

A. The City Manager shall serve at the pleasure of the City Council, and the City Council may terminate this Agreement and the City Manager's employment with the City at any time, for any reason or for no reason upon six (6) months' notice.

B. Should a majority of the entire Council (five members) vote to terminate the services of the City Manager "without cause" or for City convenience, then the following applies:

1. At the election of the City, the City Manager shall continue to provide services on behalf of the City in accordance with the terms of this Agreement for all or any portion of the six (6) month period following receipt of notice of termination of her employment. Notwithstanding the foregoing, the City may terminate this Agreement for cause in accordance with subsection (d) below at any time during said sixty (60) day period.

2. Within ten (10) business days following the end of said six (6) month period, the City shall pay the City Manager any accrued and unpaid salary and benefits earned, including any vacation, sick, personal, and earned paid leave time per the City's Non-Union personnel policies, but excluding such items and allowances as are used in conducting City business such as, but not limited to, the use of the City computer, the automobile allowance, prior to the date of termination.
3. Provided that the City Manager executes and delivers to the City a general release of the City and its Council members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by, and in a form satisfactory to the City Attorney, the City Council shall, within forty-five (45) calendar days following the vote to terminate the City Manager's employment, cause the City Manager to be paid a lump sum severance pay equal to six (6) months of her Base Salary. The payment of the amounts described above, which the City Manager acknowledges she would not otherwise be entitled to receive, shall be in full and complete payment and satisfaction of any claims of the City Manager of whatsoever nature arising out of this Agreement, its termination, her City employment or otherwise.

C. In the event the City Manager is terminated for "just cause," the City shall have no obligation to pay the amounts outlined in Section 13, Paragraph B of this Agreement, other than any accrued unused vacation time. For purposes of this Agreement, "just cause" is defined and limited for purposes of this Agreement to any of the following:

1. Misfeasance, malfeasance, and/or nonfeasance in performance of the City Manager's duties and responsibilities.
2. Being charged with or conviction or a plea of guilty or no contest to any Class A, B, C, D, or E crime.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive City policy, rule, or regulation.
5. A finding by the Council of any fraudulent act against the interest of the City.
6. Failure to adhere to the City's organizational policies or procedures which failure is not cured within thirty (30) days after written notice of such failure from the City, provided, however that the City Manager only be entitled to one (1) opportunity to cure under this paragraph in any Contract Year.
7. Disruptive personal behavior which has an adverse effect on the City and is not cured within thirty (30) days after written notice of such disruptive behavior from

the City, provided, however that the City Manager shall only be entitled to one (1) opportunity to cure under this paragraph in any Contract Year.

8. Inability of the City Manager to work cooperatively with the staff and employees of the City and which is not cured within thirty (30) days after written notice of such behavior from the City, provided, however that the City Manager shall only be entitled to one (1) opportunity to cure under this paragraph in any Contract Year.
9. A finding by the Council of any act which involves moral turpitude, or which causes the City disrepute.
10. Violation of the International City/County Management Association Code of Ethics.
11. Any other act of a similar nature of the same or greater seriousness.

D. If the City desires to terminate the City Manager for just cause, they shall provide her with written notice specifying in reasonable detail the alleged facts supporting a just cause termination and granting the City Manager a hearing in Executive Session, with or without an attorney of her choosing, to present any information she deems relevant before the City makes a formal determination to terminate for just cause. Any such hearing shall not be governed by the Maine State or Federal rules of evidence or procedure and shall be chaired by the Mayor or his/her designee.

E. In the event the Council, at any time during the employment term, reduces the salary or other benefits of the City Manager, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time, non-union City employees, or in the event the City allegedly refuses to comply with any other material provision of this Agreement benefiting the City Manager, the City Manager shall notify the Council in writing of the alleged violation. The Council shall have forty-five (45) days from such notice within which to cure the violation.

Section 14. Termination by the City Manager

The City Manager may terminate this Agreement at any time by delivering to the City Council a written notice of termination not later than six (6) months prior to the effective date of the termination. If the City Manager terminates this Agreement, then the provisions of Section 13, Paragraph B(3) above, shall not apply. At the election of the City, the City Manager may be relieved from providing services on behalf of the City in accordance with the terms of this Agreement for all or any portion of the six (6) month period following receipt of notice of termination of her employment. If the City Manager voluntarily resigns pursuant to this Section, the City shall pay to the City Manager all accrued compensation, benefits, vacation, sick, personal, and earned paid leave time due the City Manager up to the City Manager's final day of employment in accordance with the City's Personnel Policies and Procedures. The City shall have no further financial obligation to the City Manager pursuant to this Agreement. This subsection shall not

prevent the City Manager from collecting any money earned as a result of participation in the City's retirement program, which shall be governed by the applicable rules for such plan.

Section 15. Disability

If the City Manager becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) consecutive weeks beyond any accrued leave, up to a maximum of sixty (60) days, the City shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 13, Paragraph B of this Agreement, except that the City Manager's severance pay shall be limited to six (6) months of her salary in effect at the time of termination.

Section 16. Residency

The City Manager agrees to maintain legal residence within fifteen (15) miles of the City during the term of this Agreement. The City acknowledges, however, that the City Manager will not be in breach of this residency requirement while occasionally travelling outside of the City for City business, for vacation, or for personal or family reasons. The City further agrees to provide the City Manager with a one-time relocation payment of \$10,000.

Section 17. Indemnification.

A. City shall defend, save harmless, and indemnify the City Manager against any action for any injury or damage suffered as a result of any act, event, or omission of action within the scope of her duties or function, unless she acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The City shall not be liable for the acts or omissions of the City Manager committed while acting outside the course and scope of her agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the City Manager shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid, for or on her behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in her capacity as City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

C. Nothing herein is intended, nor shall it be construed to waive or modify any immunity or limitation of liability available to the City and/or the City Manager under applicable state law, including but not limited to the Maine Tort Claims Act.

Section 18. Bonding

The City agrees to bear the full cost of any fidelity or other bonds required of the City Manager under any policy, regulation, ordinance, or law.

Section 19. Code of Ethics and Conflicts of Interest

Upon becoming an active full member of the International City/County Management Association (ICMA), the “Code of Ethics” promulgated by ICMA is incorporated herein, and by this reference made a part hereof. Said “Code of Ethics” shall furnish principles to govern the City Manager’s conduct and actions as City Manager of the City.

The City Manager is responsible for ensuring her compliance with any and all federal, state, and local conflict of interest laws relating to her employment.

Section 20. General Terms and Conditions

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

D. Maine law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in the state courts in Biddeford.

E. Upon City Manager’s death, the City’s obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to her designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement;
3. Payment of all outstanding hospitalization, medical and dental bills by City insurance policies or plans; and
4. Payment of all life insurance benefits in accordance with the life insurance plan.

F. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

G. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

H. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

I. Unless otherwise provided herein, the City Manager shall be eligible for all benefits provided to department heads in the City's Non-Union Personnel Policies and Procedures.

J. The City Manager shall fully cooperate with the City in any claim, lawsuit or potential claim or lawsuit, by or against the City regardless of whether the City Manager works for the City at the time that the claim is filed. "Full cooperation" hereunder shall include, without limitation, providing information to the City and its attorneys (including attorneys designated or hired by the City), appearing and/or participating as a witness in the case when requested to do so by the City, including, without limitation, participating in all pre-trial and trial proceedings. "City" as used under this section shall include officers, employees, and agents of the City, including without limitation, attorneys designated or hired by the City. Except in those circumstances where such full cooperation is in conflict with the advice of the employee's legal counsel or is in violation of the employee's constitutional rights, failure to fully cooperate with the City in any case may result in disciplinary action against the employee. City Manager shall fully cooperate whether or not she is a named defendant, when the City and its representatives, in their sole discretion, determine that the City Manager has information relevant to the claim or the defense of the claim against the City or another employee of the City. The City shall reimburse the City Manager for reasonable documented travel expenses required in order to meet the obligations of this section.

Executed by the CITY this day of June, 2025

WITNESS

CITY OF BIDDEFORD

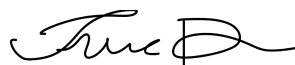
By: _____

Martin J. Grohman, Mayor

Print Name:

Executed by Truc Mai Nguyen-Dever this 5th day of June, 2025

WITNESS



Truc Mai Nguyen-Dever

Print Name

DIVERSITY, EQUITY, AND INCLUSION COMMITTEE

BIDDEFORD CITY COUNCIL
PRESENTATION

June 17th, 2025



WHAT IS DEI?



Diversity

The things that make people different and make our community richer. Examples include race, gender, religion, and sexual orientation.

Equity

Making sure that everyone has access, resources, and opportunities to succeed and grow – especially people who have faced discrimination or who have not been in positions of privilege.

Inclusion

A culture where all people are welcome and everyone is valued, respected, and able to reach their full potential.

THE COMMITTEE

OUR PURPOSE:

To create a culture of acceptance and mutual respect that acknowledges differences and strives for equitable participation in the public sphere in Biddeford.

OUR MISSION:

The Diversity, Equity and Inclusion Committee works as part of the community to embrace diversity and recognize the value and uniqueness of each person. Through continuous reflection, education, and action, the DEI Committee pledges to acknowledge and address systemic barriers of inequity. The committee makes recommendations to the City Council on how best to continue building an inclusive and equitable community.

The committee consists of **nine members** that are each appointed for a three-year term.

COMPLETED and ONGOING INITIATIVES

- Diversity Calendar (Spring 2023)
- Flag Policy (approved October 2023 by the Policy Committee)
- Best Practices for Promoting Diversity, Equity, and Inclusion in Community Engagement (Fall 2023)
- Ad Hoc Committee Changed to Standing Committee (adopted into Code with full Council approval, February 2024)
- Proclamation Decision Tree (in partnership with the Mayor - Fall 2024)
- Participation in and Facilitation of Community Events (on-going)

DIVERSITY CALENDAR (SPRING 2023)

The Diversity Calendar was created to amplify a variety of events, celebrations, and holidays, while paying special attention to those that have historically (or currently) been excluded from the mainstream spotlight in America.

It is intended to be a living document, in which members of the Biddeford community (and beyond) feel recognized and represented.

Here is an example:

June

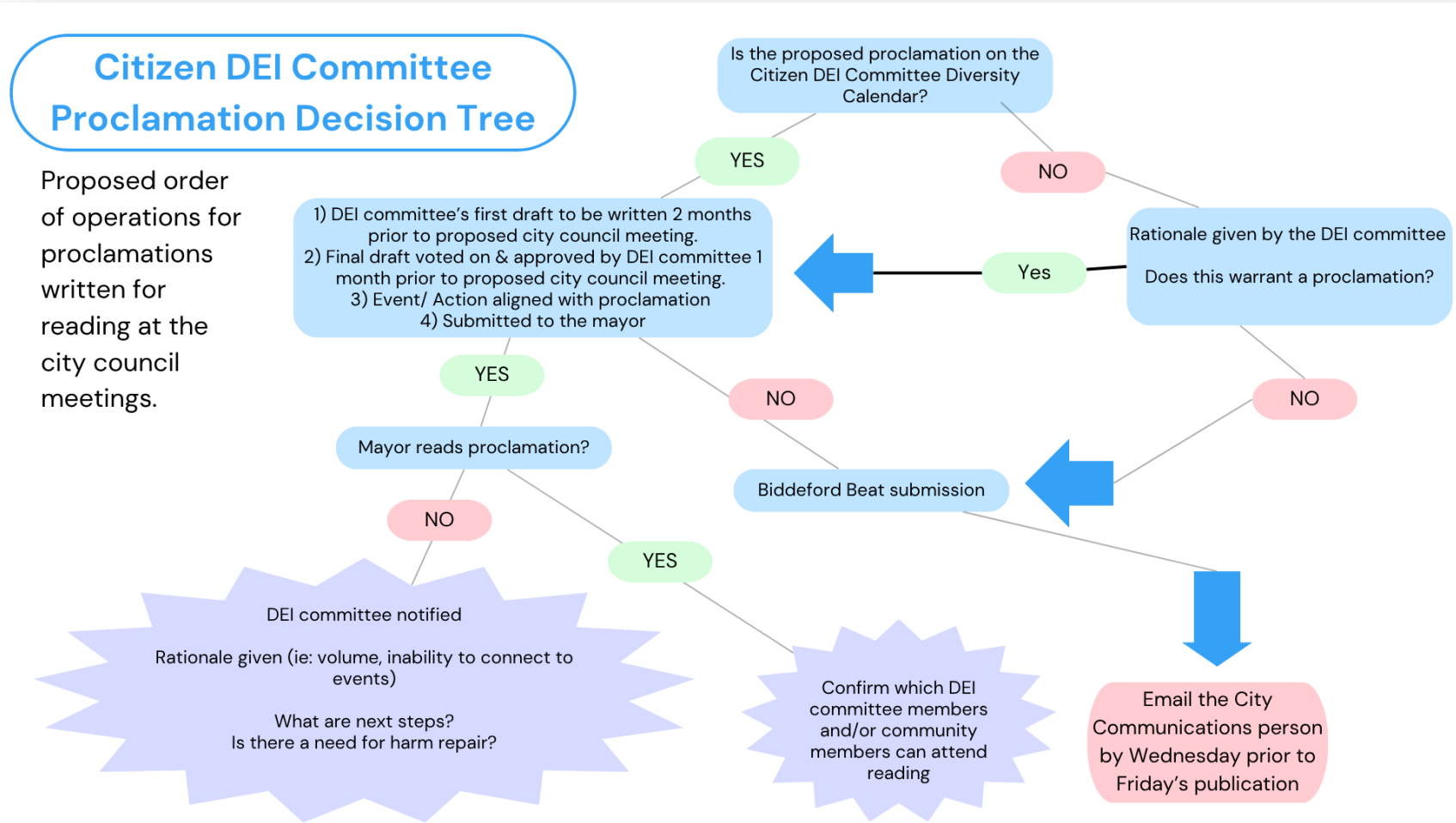
Caribbean American Heritage Month: Recognizes those of Caribbean descent and the impact their accomplishments have had throughout American history.

Pride Month: Recognizes LGBTQIA+ (lesbian, gay, bisexual, trans, queer/questioning, intersex, asexual, + like nonbinary and two-spirit) people and the effect they've had on the world. June was selected to commemorate the Stonewall Riots, which were sparked by a police raid on a gay bar in Greenwich Village, New York City. This event was a pivotal moment in the LGBTQIA+ rights movement and has been seen as the beginning of the fight for equal rights.

Juneteenth (June 19th): Originally recognized as a federal holiday In 2021, this day commemorates when the last 250,000 enslaved African Americans learned of the Emancipation Proclamation (over two years after it was originally issued). They were then finally declared 'free.'

Summer Solstice (June 20th): The longest day of the year and the shortest night and has been celebrated by various cultures around the world for thousands of years.

PROCLAMATION DECISION TREE (FALL 2024)



BEST PRACTICES FOR PROMOTING DIVERSITY, EQUITY, AND INCLUSION IN COMMUNITY ENGAGEMENT

This document is intended to be a **guide** (and potentially a checklist) for the planning and execution of varied forms of community engagement with the full awareness that language, context, and best practices are constantly evolving and will need updating.

We hope that committees and City Government will use the following steps and strategies to plan for and navigate circumstances they may not have considered, or those in need of further investigation.

Here is an example:

Accessibility

Do members of the community have access to programs and the ability to participate?

- Strive to identify which of the following circumstances might be preventing members of the community from participating, and address/accommodate for each as follows:
 - *Dis/Ability*¹: Choose locations for events that are accessible to everyone, particularly people with wheelchairs or limited mobility. Include subtitles on recordings, and/or provide for the needs of blind/low vision participants and those who are deaf/hard of hearing.
 - *Language*: Provide translation materials and/or translators for members of the community who are English Language Learners.
 - *Literacy*: Use plain language and concise communication, free of jargon and unexplained abbreviations.
 - *Time*: Host events and programs at different times to accommodate varied life/work schedules, and provide recordings/materials for those who are unable to attend.
 - *Location*: Host events and programs at locations that can be easily accessed by community members on their own or via public transportation.

ONGOING ACTIVITIES: COMMUNITY ENGAGEMENT

- **Events and Celebrations**

- River Jam
- Winterfest
- National Night Out
- Pride (Kick-off & Flag-Raising)
- Juneteenth Celebration

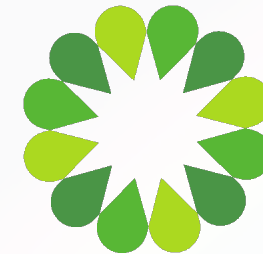


ONGOING ACTIVITIES: COMMUNITY ENGAGEMENT

- **Events and Projects**
 - *Fighting Indians* – Documentary screening for Native American History month
 - Author meet & greet / book signing for Black History and Women's History months
 - Malaga Island panel discussion with Maine Coast Heritage Trust and BHS Black Student Union (BSU)
 - Black History walking tour w/ BSU & Multi-Cultural Student Union (MSU)
 - Accessibility within Recreation programs
- **Written proclamations for Council**
- **Biddeford Beat write-ups**



PARTNERSHIPS

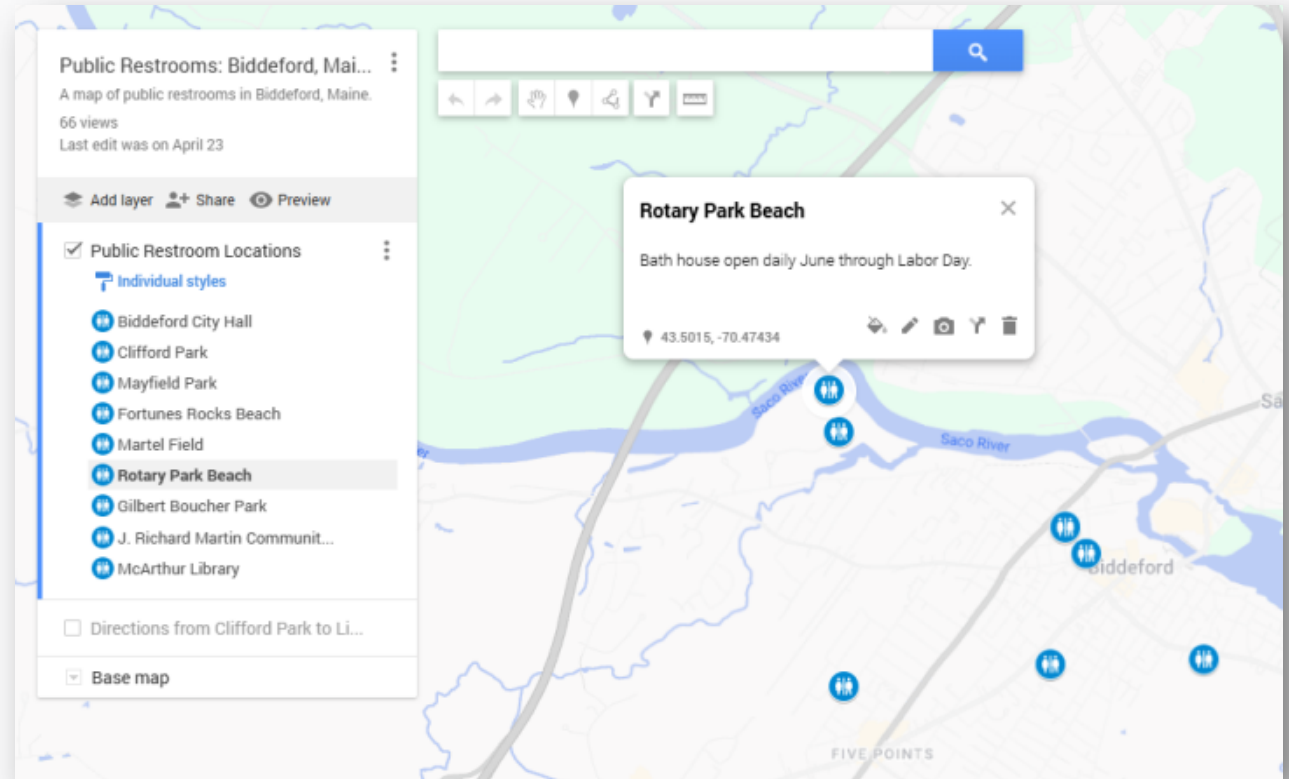


Southern Maine
AGENCY
On **AGING**
EMPOWERING OLDER ADULTS
AND THEIR CAREGIVERS



WHAT IS NEXT FOR THE COMMITTEE?

- **Public Bathroom Project (long-term project work)**
 - Research and data collection
 - Existing work in comparable cities/towns
 - Public feedback and engagement
 - Potential partnership with Council, City departments, and impacted community members and organizations



QUESTIONS/COMMENTS

**THANK
YOU**

City of Biddeford

FINANCIAL OVERVIEW

Presented By: Casey Leonard and Sarah Dodge

RUNYON KERSTEEN OUELLETTE

INSIDE

2. Summary of Audit Results
3. General Fund – Fund Balance Analysis – FY 2019-2023 – School Department
4. General Fund – Revenues – School Department
5. General Fund – Expenditures – School Department
6. General Fund – Unassigned Fund Balance as a Percentage of Budget – School Department
7. General Fund – Fund Balance Analysis – FY 2019-2023
8. General Fund – Revenues
9. General Fund – Expenditures
10. General Fund – Unassigned Fund Balance as a Percentage of Budget
11. General Fund – Compliance with City Fund Balance Policy

About this presentation

This presentation is intended as a tool to assist the City of Biddeford's Council, School Committee, and management in understanding its financial operating results. The information contained in this publication should be read in conjunction with the audited financial statements and related disclosures and should not be used for any other purposes without the expressed consent of *RUNYON KERSTEEN OUELLETTE*.

Please contact us at 207-773-2986 or 1-800-486-1784
20 Long Creek Drive, South Portland, ME 04106

City of Biddeford

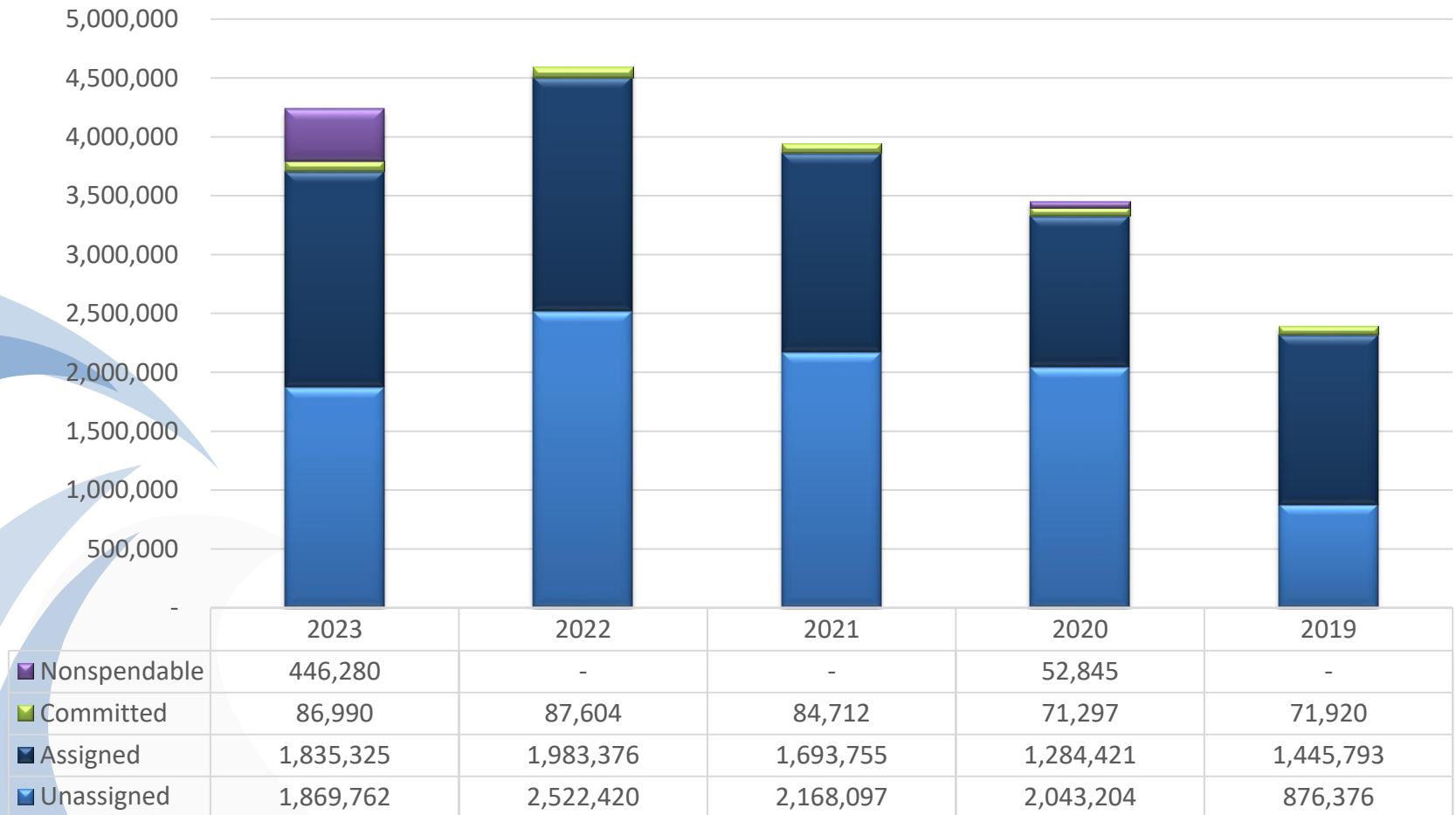
SUMMARY OF AUDIT RESULTS

- Financial Statement Opinion – Unmodified
- Report Required by *Government Auditing Standards*
 - Material Weaknesses
 - City cash account reconciliations
 - Balance sheet reconciliations
 - City grant management
 - Control over City wire transfers
 - Significant Deficiencies
 - School nutrition program cash receipts
 - Credit card reconciliation procedures
 - IRS failure to file forms 1095-C
- Reports Required by Uniform Guidance
 - Major Programs Tested:
 - Elementary and Secondary School Emergency Relief - No findings
 - Title 1A – No findings
 - Economic Development Cluster - No findings
 - Coronavirus State and Local Fiscal Recovery Funds Program
 - Project and Expenditure Report variances to accounting records
 - SEFA variance to accounting records
 - Lack of controls over suspension and debarment requirements
 - Disaster Grants – Public Assistance - No findings



City of Biddeford – School Department

GENERAL FUND - FUND BALANCE ANALYSIS - FY 2019-2023



Total fund balance decreased by \$355,043 over the prior year.

City of Biddeford – School Department

GENERAL FUND - REVENUES

	Budget	Actual	Variance
Local appropriation	\$23,729,070	23,729,070	-
Intergovernmental revenue	16,455,919	16,745,303	289,384
Charges for services	238,541	416,173	177,632
Other	-	6,399	6,399
Total revenues	40,423,530	40,896,945	473,415
Budgeted use of surplus	1,983,376	-	(1,983,376)
Total revenues and other	\$42,406,906	40,896,945	(1,509,961)



City of Biddeford – School Department

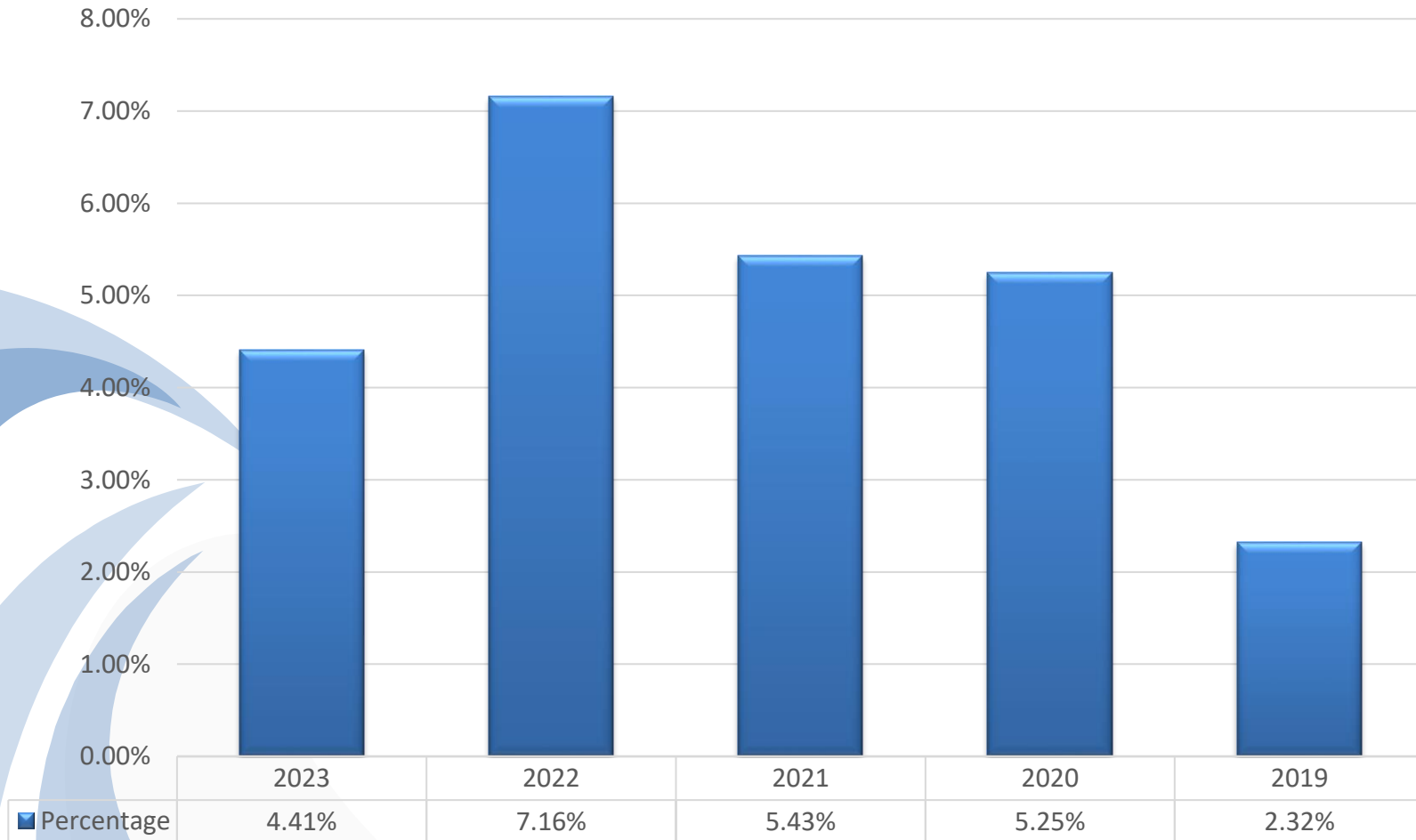
GENERAL FUND - EXPENDITURES

	Budget	Actual	Variance
Regular instruction	\$15,218,285	15,149,761	68,524
Special education instruction	7,695,016	7,710,111	(15,095)
Career and technical instruction	3,212,927	2,789,854	423,073
Other instruction	761,182	781,260	(20,078)
Student and staff support services	2,740,457	2,454,516	285,941
System administration	1,223,643	1,240,296	(16,653)
School administration	1,610,453	1,627,898	(17,445)
Transportation	1,723,621	1,736,647	(13,026)
Facilities maintenance	4,019,443	3,780,069	239,374
All other costs	47,078	10,673	36,405
Adult education	749,066	562,886	186,180
Debt service	3,405,735	3,405,733	2
Total Expenditures	\$42,406,906	41,249,704	1,157,202



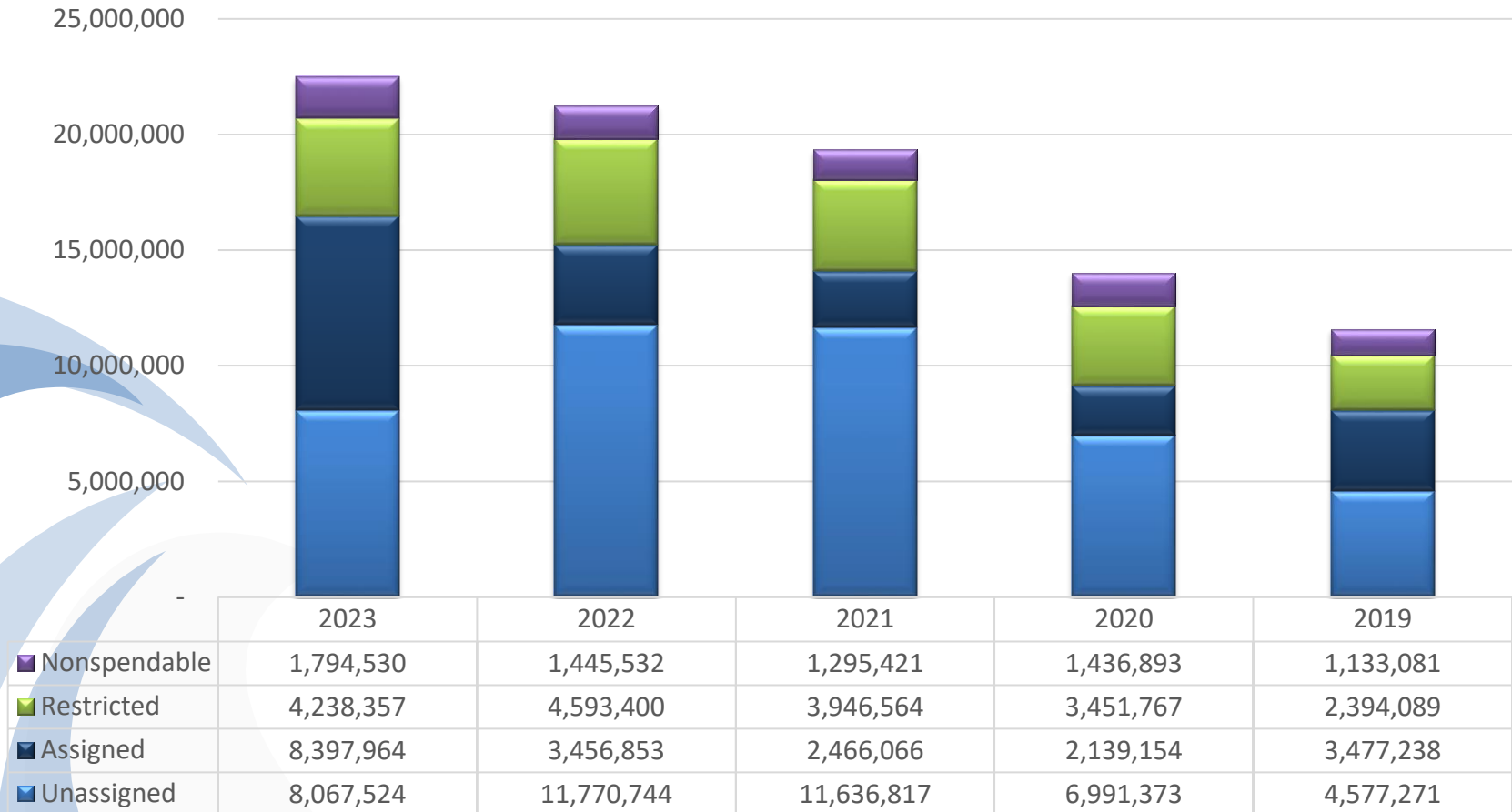
City of Biddeford – School Department

GENERAL FUND – UNASSIGNED FUND BALANCE AS PERCENTAGE OF BUDGET



City of Biddeford

GENERAL FUND - FUND BALANCE ANALYSIS - FY 2019-2023



Total fund balance increased \$ 1,231,846 over the prior fiscal year.



City of Biddeford

GENERAL FUND - REVENUES

	Budget	Actual	Variance
Taxes	\$53,225,810	53,458,051	232,241
State revenue sharing	4,125,000	4,420,767	295,767
K-12 education	16,499,084	16,976,753	477,669
Adult education	195,376	184,704	(10,672)
Non-school	4,196,719	4,766,139	569,420
Total revenues	\$78,241,989	79,806,414	1,564,425
Transfers in	1,950,000	2,386,934	436,934
Use of fund balance	2,503,376	-	(2,503,376)
Total revenues and other financing sources	\$82,695,365	82,193,348	(502,017)



City of Biddeford

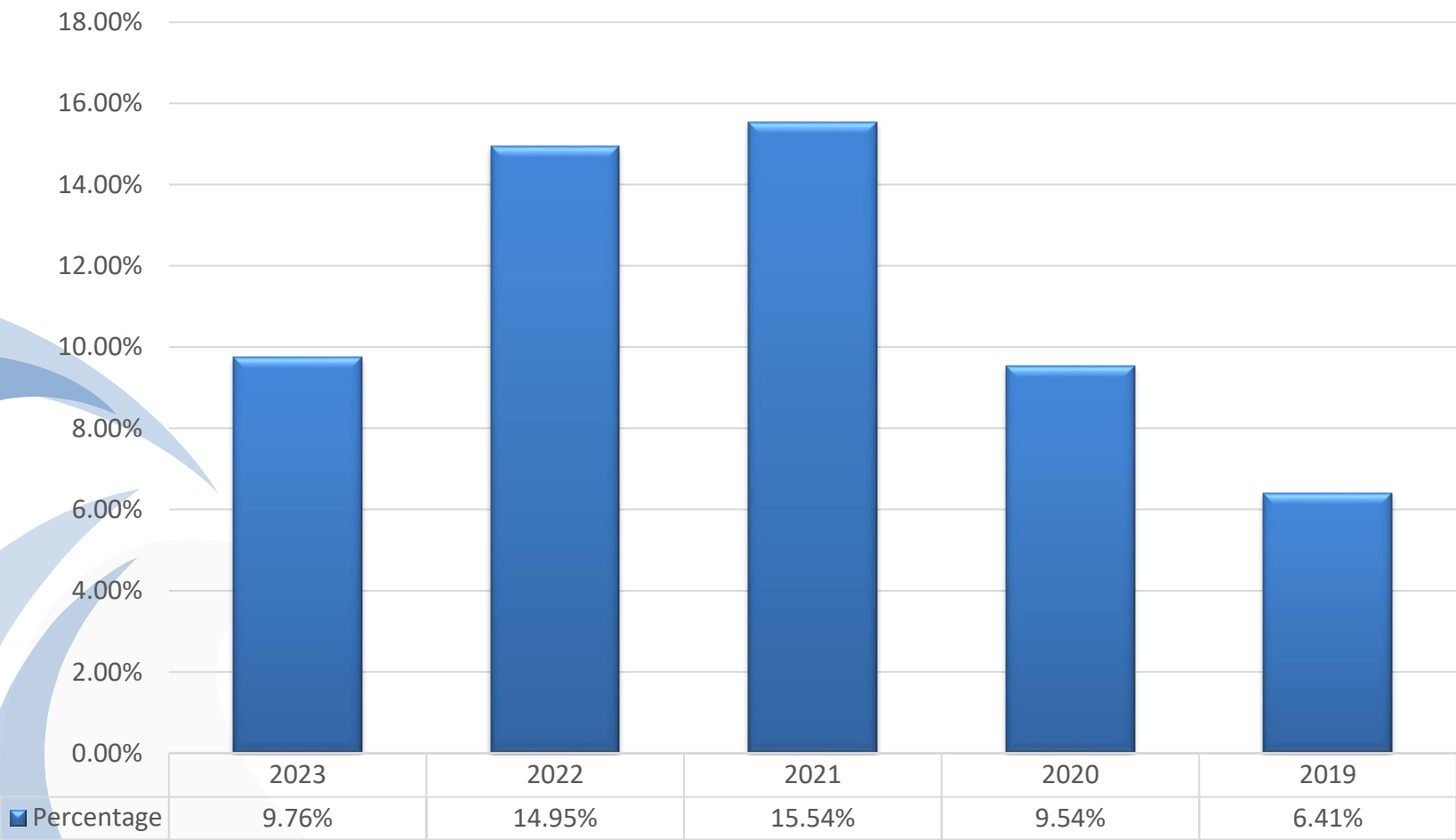
GENERAL FUND - EXPENDITURES

	Budget	Actual	Variance
General government	\$12,050,283	11,415,929	634,354
Public services and libraries	2,964,575	3,066,787	(102,212)
Public safety	11,589,694	11,686,376	(96,682)
Public works	5,487,675	5,321,435	166,240
County tax	1,410,767	1,410,767	-
Education (including debt service)	42,406,906	41,289,972	1,116,934
Debt service (City)	4,535,465	3,737,670	797,795
Capital outlays	1,600,000	1,238,158	361,842
Total expenditures	82,045,365	79,167,094	2,878,271
Transfers out	650,000	1,641,692	(991,692)
Total expenditures and other financing uses	\$82,695,365	80,808,786	1,886,579



City of Biddeford

GENERAL FUND – UNASSIGNED FUND BALANCE AS A PERCENTAGE OF BUDGET



Unassigned fund balance as a percentage of budget decreased 5.19% from the prior year.

City of Biddeford

GENERAL FUND – COMPLIANCE WITH CITY FUND BALANCE POLICY

City of Biddeford Revised Code of Ordinances, Chapter 2-371 to 2-374, Unassigned Fund Balance Policy, as amended June 5, 2018.
The policy states a goal of 12.50% of City unassigned fund balance as a percentage of budgeted City expenditures.

Description	FY2023	FY2022
Total Budgeted Expenditures (including budgeted transfers-out)	\$ 82,695,365.00	\$ 78,727,216.00
School Budgeted Expenditures	\$ 42,406,906.00	\$ 40,904,445.00
Total City Budgeted Expenditures	\$ 40,288,459.00	\$ 37,822,771.00
School Fund Balance	\$ 4,238,357.00	\$ 4,593,400.00
General Fund Unassigned Fund Balance	\$ 8,067,524.00	\$ 11,770,744.00

Calculated Percentage of Expenditures	20.02%	31.12%
	\$ 8,067,524.00	\$ 11,770,744.00

Per Policy	12.50%	12.50%
	\$ 5,036,057.38	\$ 4,727,846.38

Greater than Policy	7.52%	18.62%
	3,031,466.63	7,042,897.63



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

1. Roll Call

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

2. Pledge of Allegiance

3. Adjustment(s) to Agenda

11.d will go first in Orders of the Day

Public Works Director Jeff Demers will provide a Construction Update

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

Public Hearings opened at: 6:03 pm

One comment from the owner of The Gutter Bar described the project, the activities and the food.

Public Hearing closed at 6:06 pm

5. Liquor License Consideration

5.a Maine Pickleball Partners, LLC DBA Bounce

Motion: Councilor Beaupre

Second: Councilor Emhiser

Vote: Unanimous in favor; Councilor LaFountain yea via zoom.
Motion passed.

5.b The Gutter Bar Biddeford LLC

Motion: Councilor Beaupre

Second: Councilor Emhiser

Vote: Unanimous in favor; Councilor LaFountain yea via zoom.
Motion passed.

6. Proclamation

6.a Pride Month 2025

Mayor Grohman read the proclamation.

Presentation - Public Works Director Jeff Demers provided an update on current city construction projects.

7. Appointments

7.a 2025.68 Approval Mayoral Appointments to Citizen Committees

Motion: Councilor Beaupre

Second: Councilor Whiting

Councilor Lessard asked about the language on the applications.

Councilor Beaupre asked for a correction to the Ad Hoc committee, the term should expire on December 2025.

Vote: Unanimous in favor; Councilor LaFountain yea via zoom.

Motion passed.

7.b 2025.73 Approval of Appointments to the PACTS Policy Board

Motion: Councilor Beaupre

Second: Councilor Belanger

Vote: Unanimous in favor; Councilor LaFountain yea via zoom.

Motion passed.

8. Presentation

8.a Biddeford Opportunity Crew program

General Assistant Supervisor Jacob Hammer gave an overview of the proposal

9. Public Addressing the Council

One person complimented the beach preparations and asked about the porta potties.

One person complimented the work on the Biddeford Opportunity Crew.

10. Consideration of Minutes

10.a Council Minutes 5-20-25

Motion: Councilor Beaupre

Second: Councilor Belanger

Vote: Unanimous in favor; Councilor LaFountain via zoom.

Motion passed.

11. Orders of the Day

11.a 2025.72 Approval Amend Marble Block JDA

Councilor Lessard motion to go into executive session 1 MRS 405 6 c Real Estate Matters at 6:46 pm

Second: Councilor Lessard

Vote: 6 yeas – Councilors Lessard, Ortiz, Belanger, Gross, and Doughty; Councilor LaFountain yea via zoom.

3 nays – Councilors Beaupre, Whiting and Emhiser.

Motion passed.

Councilor Belanger motion to come out of executive session at: 6:58 pm

Second: Councilor Lessard

Vote: Unanimous in favor; Councilor LaFountain yea via zoom.

Motion passed.

Councilor Belanger- motion to Table

Second: Councilor Lessard.

Vote: Unanimous in favor; Councilor LaFountain yea via zoom.

Motion passed.

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

Motion: Councilor Emhiser

Second: Councilor Lessard

There was a lengthy discussion of the agreement with concerns and questions about the details particularly about the parking portion of the agreement.

Councilor Belanger – motion to allow a councilor to speak on the issue a third time.

Second: Councilor LaFountain

Vote: Unanimous in favor; Councilor LaFountain yea via zoom

Motion passed.

Councilor Belanger – motion to Table.

Second: Councilor Whiting

Vote- 8 yeas – Councilors Ortiz, Belanger, Gross, Doughty, Beaupre, Whiting, Emhiser; Councilor LaFountain via zoom.

1 nay – Councilor Lessard.

Motion passed.

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

Motion: Councilor Emhiser

Second: Councilor Belanger

Councilor Belanger – motion to Table

Second: Councilor Lessard

Vote: Unanimous in favor; Councilor LaFountain yea via zoom.

Motion passed.

Councilor Belanger – motion to extend the meeting past 9:00 pm

Second: Councilor Lessard

Vote: 7 yeas – Councilors Lessard, Belanger, Gross, Doughty, Whiting, Emhiser; Councilor LaFountain via zoom.

2 nays – Councilors Ortiz and Beaupre.

Motion passed.

11.d 2025.71 Approval Civic Plus Community Development Module

Motion: Councilor Belanger

Second: Councilor Lessard

Vote: Unanimous in favor; Councilor LaFountain yea via zoom.

Motion passed.

11.e Remove from Table 2025.51 Approval Sewer Operations FY26

Motion: Councilor Belanger

Second: Councilor Lessard

Vote: Unanimous in favor; Councilor LaFountain yea via zoom.

Motion passed.

12. Public Addressing the Council

None

13. City Manager Report

Acting City Manager Brian Phinney provided an update on the IRS issue.

He gave an update on the City Clerk staff structure

The insurance company stated that it was not required to install a lightening rod on the cupola.

He gave an update on the Comprehensive Plan process.

The FAA light has failed inspection and new parts have been ordered.

He gave an update on the grant for the Five Points intersection.

The accounting firm RKO will do a presentation to the Council at the next meeting.

ATT has contacted the City for renewals on the stack, this should be discussed soon.

14. Committee Updates by Council

None

15. Other Business

None

16. Council President Addressing the Council

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

17. Mayor Addressing the Council

The school budget referendum election is Tuesday, June 10th at Tiger Gym; 7:00 am to 8:00 pm.

The bath house construction is complete, there is a ribbon cutting tomorrow.

Confetti is this weekend.

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

Councilor Belanger motion to enter executive sessions at 9:13 pm

Second: Councilor Ortiz

Vote: Unanimous in favor; Councilor LaFountain yea via zoom; Councilor Lessard was absent from the vote.

Motion passed.

Councilor Emhiser motion to exit executive sessions at 10:31 pm

Second: Councilor Doughty

Vote: Unanimous in favor; Councilor LaFountain yea via zoom.

Motion passed.

19. Adjourn

Motion by Councilor Emhiser at 10:31 pm

Second: Councilor Doughty

Vote: Unanimous in favor; Councilor LaFountain yea via zoom.

Meeting adjourned.



City Council

Meeting Date: June 17, 2025
Meeting Time: 6:00 PM
Agenda Item No: 9.a
Item Description: 2025.51 Approval Sewer Operations FY26
Submitted By: Brian S. Phinney, Acting City Manager

Supporting Information/Documentation:

20250603 601 Sewer Fund Statement 8 - HISTORY, 20250603 601 Sewer Fund - FY26 Projected Fee Schedule - 20% Increase, 2025.51) Sewer Operations Fund FY26 - ORDER Rev 2nd

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 an 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
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

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).

June 3, 2025

Motion: Councilor Belanger

Second: Councilor Lessard

Vote: Unanimous in favor. Councilor LaFountain yea via zoom.

Motion passed.

June 17, 2025

Attest by: _____



City Council

Meeting June 17, 2025

Date:

Meeting 6:00 PM

Time:

Agenda 10.a

Item No:

Item 2025.75 Approval Agreement Between The City of Biddeford and The International Association of Firefighters, Local 3107

Submitted Lawrence D. Best Fire Chief

By:

Supporting Information/Documentation:

2025.75 IAFF L3107 Collective Bargaining Agreement - ORDER, IAFF Local 3107 Ratification Vote Email, FIRE.2025.2028 IAFF L3107 CBA-Final

Key Terms:

Vote to approve the Collective Bargaining Agreement Between The City of Biddeford and The International Association of Firefighters, Local 3107

Executive Summary:

An affirmative vote for this item accepts the 3-year Collective Bargaining Agreement negotiated between the City and the International Association of Firefighters Local 3107.

Detailed Review:

The City and the International Association of Firefighters Local 3107 worked cooperatively to negotiate a three-year Collective Bargaining Agreement that will be effective July 1, 2025 through June 30, 2028.

Funding Source:

N/A

Staff Recommendation:

Recommend to approve

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. There are small stars on either side of the word "MAINE".

2025.75 IN BOARD OF CITY COUNCIL... JUNE 17, 2025

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve the Collective Bargaining Agreement between the City of Biddeford and the International Association of Firefighters, Local 3107, effective July 1, 2025 through June 30, 2028 and authorize the Acting City Manager to sign the Agreement.

Attest by: _____
Robin Patterson, City Clerk

From: [Robert Mertz](#)
To: [Best, Lawrence](#)
Subject: TA
Date: Friday, June 6, 2025 7:55:59 AM

Caution: This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact the IT Department

Good morning Chief,

I wanted to inform you officially that the Union has voted to ratify the Tentative Agreement. Thank you and the rest of the City team for a productive and agreeable process.

Thank you,
President Mertz

AGREEMENT BETWEEN
THE CITY OF BIDDEFORD, MAINE
AND THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 3107
AFL – CIO - CLC FOR
THE BIDDEFORD FIRE DEPARTMENT

July 1, 2025 to June 30, 2028

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ARTICLE 1 PREAMBLE

This Agreement has been entered into this day of *July 1st 2025* by and between the City of Biddeford (hereafter referred to as the City) and the Biddeford Fire Fighters Association Local 3107 of the International Association of Fire Fighters, (hereafter referred to as the Union) pursuant to the provisions of the Municipal Public Employees Labor Relations Law, Title 26, M.R.S.A., Chapter 9A, Section 961 through 974, as amended; the parties hereto have entered into this Agreement in order to establish mutual rights, and to preserve proper employee morale.

ARTICLE 2 RECOGNITION

Section 1: The City recognizes the Union as the sole and exclusive agent for all regular, permanent, uniformed (including any identified as Per Diem Fire/EMS) employees of the Fire Department, excepting only the Fire Chief, Assistant Chief(s) and Deputy Chiefs, for the purpose of bargaining, pursuant to the provisions of the Municipal Public Employees Labor Relations Law, Title 26, M.R.S.A., Chapter 9A, Section 961 through 974, as amended. The term “employees” as used herein shall mean those employees included in the bargaining unit defined in the preceding sentence.

Section 2: The Union shall provide the Fire Chief or his designee with a list of all Union Officials names and positions held and the Union shall keep such list current with the Fire Chief.

Section 3: Every March, the Union shall provide the Fire Chief with a list of all Union Officials names, positions held and the Union shall keep such list current with the Fire Chief as necessary.

Section 4: The City shall have the right to use Per Diem employees to supplement the work force. The use of per diem employees shall be limited by the following:

- a) The City may use up to two (2) per diems per shift after there are forty-four (44) union positions funded by the City.
- b) The City may use up to four (4) per diems per shift after there are forty-eight (48) union positions funded by the City.
- c) The City may use up to six (6) per diems per shift after there are fifty-two (52) union positions funded by the City.

Section 5: The City may use per diem to fill any extended long-term absences (more than sixty 60 days) with a qualified per diem.

ARTICLE 3 APPENDICES AND AMENDMENTS

Section 1: All appendices and amendments to the Agreement shall be subject to all of the provisions of this Agreement and shall be numbered, dated and signed by the respective parties.

ARTICLE 4 AVAILABILITY OF AGREEMENT

Section 1: The City shall furnish the Union with an electronic signed copy of the collective bargaining Agreement within thirty (30) days after the signing of this Agreement.

ARTICLE 5 BEREAVEMENT

Section 1: Twenty-Four [24] hours (one full shift) shall be granted for Spouse, Parent, Child, Sibling, Grandparent (in-laws included). Twelve [12] hours shall be granted for Aunt, Uncle, Niece or Nephew (in-laws included). In certain circumstances the Fire Chief may allow more time to be used for Bereavement on a case-by-case basis.

Section 2: Upon request to accommodate unique or special circumstances, the Fire Chief may allow additional time to be used for Bereavement Leave on a case-by-case basis.

ARTICLE 6 BULLETIN BOARDS

Section 1: The employer shall provide space in the Fire Station for a Union bulletin board. All Union employees shall have access to the bulletin board.

Section 2: The space provided for the bulletin board shall be a location mutually agreed upon by the Union Officials and the Fire Chief.

Section 3: It will be the responsibility of all employees to check these notices. Rule changes, posting of positions, work assignments, and so on will be posted on this board.

ARTICLE 7 CALL BACK FROM ALL HANDS

Section 1: In the event of a recall for All Hands from an off-duty status, an employee shall receive a minimum of eight (8) hours pay at a rate of time and one half (1 ½) of the employees' rate of pay for a All Hands. If callback occurred prior to 07:00 then the oncoming shift shall be compensated for the full box alarm. If callback occurs between the hours of 07:00 and 08:00 the oncoming shift shall be compensated for whatever part of that hour at time and one half (1 ½). If all out occurs between the hours of 08:00 and 09:00 the off going shift shall be compensated at time and one half (1 ½) for whatever part of that hour all out occurs. In the event all out occurs past 09:00 then the off going shift shall be compensated for the full box alarm. Eligibility for call back premium requires response to the scene within thirty (30) minutes of the alarm, with employees required to immediately respond upon notification. Furthermore, to qualify under this article, a special call is one for which there is a need for a specialized team. Employees called into the station for such calls, as a forecasted flood, hurricane, blizzard, or search and rescue shall be compensated for hours actually worked.

Section 2: The Officer in charge will notify Fire Alarm at the beginning of each shift as to

the number of manpower on duty. In the event there are insufficient duty personnel to cover Central Station apparatus, the following shall be implemented:

Apparatus Call back:

1. Fire Alarm will immediately tone out for apparatus coverage.
2. After receiving phone calls from qualified personnel, the OIC will be notified via intercom as to who will be responding. All personnel will call Fire Alarm (current number (207) 282-5127) or via the intercom from Central Station, you will not call Central Station. When calling, give name and E.T.A.
3. If no regular force personnel call within five minutes, OIC will be notified.
4. Fire Alarm will tone for coverage of apparatus. Anyone in the Biddeford
 - i. Fire Department regular force will be eligible for call back.
5. Fire Alarm will tone Biddeford Central Station. The first two calls
 - i. received by the Communication Center will qualify for overtime. Said employees must respond to Central Station within twenty-five (25) minutes of calling in.

Section 3: Personnel responding to this special callback provision will be paid a minimum of four (4) hours at time and one-half their regular hourly rate of pay. All personnel may be kept for the entire four-hour period and/or until a minimum of 6 personnel are located at central station. Members who are working as a result of a callback shall not be forced to stay for a subsequent shift as long as there are nine (9) or more personnel on duty.

ARTICLE 8 CLOTHING ALLOWANCE

Section 1: The parties agree to create and maintain a Fire Department SOP through their LMC that outlines the requirements for purchasing and wearing the Department's Dress and Work Uniforms so that members of the department display a neat, safe and professional appearance while in a duty status. The City will pay the cost of initial acquisition of uniforms for firefighters. Any employee that leaves the employment of the City within the first year of employment shall return all issued gear.

Regular full-time members shall be furnished:

- Two (2) Pairs of Trousers or Cargo Pants
- Two (2) Class B Uniform Shirts
- Two (2) T-Shirts
- One (1) Winter Hat
- One (1) Baseball Cap

One (1) Three Season Jacket

One (1) Approved Job Style sweatshirt upon completion of the first year of employment

One (1) Class 'A' Uniform (to be limited to bell cap with hat badge, jacket, pants, applicable dress shirt and tie), upon successful completion of probation period.

The City will pay the cost for uniforms for per diem employees. The uniforms will not be different in appearance from the full-time employees. The exact issuance will be determined by the City normally not to exceed two (2) sets of work uniforms and based on the number of expected hours the specific member will be working. All per diem employees will return all city issued clothing and gear upon separation.

Section 2: Unit members will receive a clothing allowance in the amount of six hundred dollars \$600.00 per contract year. Employees must purchase from the approved list and provide documentation of the purchases; Failure to do so shall result in the City issuing the proper IRS documentation for compensation. If City chooses to change to debit card system, Union agrees as long as the allowance amount does not decrease.

Section 3: New employees will receive a prorated check the first July of employment, based on fifty (\$50.00) per month of part thereof of employment, not including July. From that point forward, they will comply with section 2 above.

Section 4: A clothing allowance will be paid to each full-time firefighter on a separate check other than payroll for the purpose of replacing damaged and/or worn out clothing. This shall be paid in July of each year. Badges and insignias shall be supplied by the City of Biddeford. A discontinuance of a standard issue, the accepted replacement shall not necessitate a change in the standard issue or the clothing allowance. If employees are required to purchase full dress uniforms, the cost of said uniform must be borne by the City.

Section 5: The City will pay the cost of acquisition and replacement due to damage and excessive use of fire protection equipment. The City will provide items in accordance to Maine State Law and NFPA regulations, as follows:

NFPA 1971 apply to the following equipment: Body Protection Hand Protection
Head, Eye and Face Protection Foot and Leg Protection

Above issued equipment shall be returned to the Chief upon separation of employment with the Biddeford Fire Department.

Section 6: An employee who for any reason leaves the employ of the Fire Department shall return the summer/winter coat and the Class A uniform. If the employee leaves prior to the completion of one (1) year of service, they will also return all badges and all insignias. Any employee that retires from the department may keep the Class A uniform.

ARTICLE 9 COURT TIME

Section 1: Any employee, who is subpoenaed for testimony in the course of employment with the City to attend court, depositions, arbitration hearings, or labor board hearings for job related, off-duty testimony will receive a minimum of two (2) hours of pay at the applicable rate plus an amount equal to that of the cities mileage rate from their residence or central fire station, whichever is closer, for such attendance. If the employee is required to stay in attendance for more than two (2) hours in anyone day, he will be paid at the applicable rate for the actual hours spent in attendance that day. If a fee is received for such attendance, it shall be given to the City. This article covers only those circumstances where the employees' participation is solely for the benefit of the employer and/or is required as the result of the employees' duty to the employer.

Section 2: If an employee is on duty, the Department shall cover the employee for the duration of court time to include travel time to and from the Courthouse.

ARTICLE 10 DAYTIME SHIFT COVERAGE

Section 1: Between the hours of 8:00 am and 6:00 pm Monday through Friday a Chief Officer will be allowed to cover a Unit Members work shift provided it is for limited time. (I.e., A person takes a few hours off as permitted by this agreement like a doctor's appointment then the Chief Officer would be allowed to cover during that period without hiring overtime.) If a Chief Officer fills a Unit Members position, then the officer on duty would fill a slot by seniority and the Chief Officer would fill the Officer's slot.

ARTICLE 11 DETAILS TO OTHER CITY DEPARTMENTS

Section 1: While the detailing of employees shall be the sole responsibility of the Chief, the City agrees that no employee will be detailed to other City Departments except in case of emergency, except to perform small tasks where either the fire department personnel have a unique skill and/or the city purchased equipment would invaluable to assist. A labor dispute will not be deemed an emergency.

ARTICLE 12 DISCRIMINATION

Section 1: The employer agrees not to discriminate against any employee for his activity on behalf of, or membership in the Union. The Employer and the Union agree that there shall be no discrimination against any employee because of race, creed, religion, sex and/or handicap. If so applicable, whenever a male gender is used in this Agreement, it shall be construed to include male and female employees.

ARTICLE 13 DUTIES

Section 1: The duties of employees shall normally include but not be limited to the prevention, control, and extinguishment of fires; emergency medical response, emergency rescue, the readiness and appearance of BFD assets, the care and maintaining of all Department quarters utilized by the employees.

Section 2: It shall be the responsibility of any employee having custody of any equipment to see that it is properly cared for, kept clean and returned to its place of storage.

Section 3: The Parties recognize that routine maintenance on BFD apparatus, buildings and grounds is essential in providing a workplace free from recognized hazards, working, and living conditions that are neat and clean and to present a professional environment for BFD personnel and the Public we serve. Beyond the current practice, the Labor Management Committee process will be used to establish and maintain the routine maintenance list that outlines those minor maintenance requirements that may be performed by unit employees for BFD apparatus, buildings and grounds that will be scheduled periodically on a day-to-day basis and throughout the calendar year. Routine maintenance shall not take priority over any scheduled training. Regarding the ‘greasing’ of the aerial, the parties agree that the members will perform the daily checks of spot greasing the truck. The more extensive ‘greasing’ service will be performed by a trained mechanic.

Section 4: Normally, routine maintenance of BFD apparatus, buildings and grounds will be performed during the hours 0800 – 1700 hours. Special BFD projects to enhance/repair and/or upkeep apparatus, buildings and grounds not defined as routine maintenance will be presented to the LMC for review and action. Special Projects normally will be performed by those unit employees with a special skill set and/or interest in working on the special project and who volunteer for these projects unless otherwise agreed to by the parties. The Parties will attempt to schedule these special projects in a way not to interfere with BFD mission requirements, readiness, or scheduled training.

ARTICLE 14 EMERGENCY RESPONSE TIME

Section 1: All employees hired are encouraged but not required to reside within a twenty (20) air mile radius of the Biddeford Central Fire Station. All full-time employees that meet the requested residency requirement for the full year (December to November) shall receive an annual bonus of five hundred dollars (\$500.00) payable by December 1st of each year.

ARTICLE 15 GRIEVANCE PROCEDURE

Section 1: The purpose of the grievance procedure shall be to settle all Union and/or employee grievances as quickly as possible, to ensure efficiency and promote employee morale within the Department. The union must file a grievance within twenty-one (21) days of first knowledge of the employee of the events precipitating the grievance. If the grievance filed seeks a financial obligation by the City, the Union must notify the City as

soon as the issue is known and not less than within the (10) days.

Section 2: A grievance shall be considered to be a Union and/or employee complaint concerned with:

- a) Discharge, suspension, or other disciplinary action.
- b) Interpretation and application of Fire Department rules & regulations.
- c) Alleged violation of any of the terms of this Agreement; and all conditions of employment.

Section 3: Should the Union or an employee feel aggrieved, the adjustment of the grievance shall be sought as follows:

- a) The Union shall submit the details of such grievance in writing to the Chief of the Fire Department or his designee. Within fifteen (15) days thereafter, the Chief or his designee shall meet with the Union for the purpose of adjusting or resolving such grievance.
- b) If such grievance is not resolved to the satisfaction of the Union by the Chief or his designee within five (5) days after said meeting, the Union may submit such grievance in writing within fifteen (15) days after said reply from the Chief to the City Manager. The City Manager shall render a written decision within ten (10) days of receiving said grievance.
- c) If the grievance is still unsettled, either party may within fifteen (15) days after the reply of the City, by written notice to the other, request arbitration.

Section 4: The arbitration proceeding shall be conducted by an arbitrator to be selected by the Union and City within seven (7) days after notice has been given. If the parties fail to select an arbitrator, either party may request the assignment of an arbitrator by the American Arbitration Association, or the Maine Board of Arbitration and Conciliation. The decision of the arbitrator shall be binding and final on the parties, and the arbitrator shall be requested to render his decision in writing within thirty (30) days after the conclusion of the testimony and argument.

Section 5: Expenses for the arbitrator's services and the proceedings shall be shared equally by the Union and City. However, each party shall be responsible for compensating its own representatives or witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available to the other party and to the arbitrator.

ARTICLE 16 HOLIDAYS

Section 1: The following shall be paid holidays. All members of the Unit will receive twelve (12) holiday shifts per year. Each shift shall equal twelve (12) hours. On or before December 1st, each Unit member will be paid for all holiday shifts which he/she has not used or scheduled as leave time prior to December 1st.

New Year's Day
Martin Luther King Day
President's Day
Patriot's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Section 2: For the 24 hours commencing at 08:00 on Christmas Day and Thanksgiving Day working employees will receive an additional half hour (0.5) of pay for the actual hours worked on said holiday. This additional pay is not paid to any member(s) that are called back to work for any other reason.

Section 3: In order to receive holiday pay, an employee will work the holiday. In the event an employee is sick on the holiday, said employee must obtain a doctor's note on the same date as the holiday in order to receive holiday pay. The Chief or his/her designee may waive this requirement limited to policy restrictions adopted for all other days.

The City agrees to cover the cost of the doctor's note acquired.

Section 4: Holidays will be scheduled in accordance with Article 40 and subject to its limitations and benefits. Holidays may only be scheduled after vacations have been selected for the year.

ARTICLE 17 INSURANCE

Section 1: Unit members agree to pay fifteen percent (15%) of the cost of health insurance coverage. The payment will be made through payroll deductions, in an amount equal to fifteen percent (15%) of the annual cost to the City for each employee and dependents divided by the number of paychecks issued during the calendar year. The Union agrees to allow the City to change health insurance carriers with substantially equal benefits. If the City changes from the current Health Insurance Plan, then, the City agrees to renegotiate with the Union the employee's contribution up to the fifteen percent (15%). This base formula may end up being adjusted from time to time automatically in compliance with section 7 below.

Effective January 1, 2017, all employees that elect to receive health insurance shall enroll in the so-called HMO plan as offered by the City. Employee may elect to stay with the 'premium' insurances offered after that date. However, they must pay the additional premium so that the City's contribution to the premiums will be no more than the actual dollar amount paid for the HMO plan.

Section 2: The City agrees to make available to employees, with the first paycheck in January, the so- called 125 spending account premium-only plan, in accordance with IRS regulations, so long as this plan is allowed by the Federal Government.

Section 3: The City agrees to provide the employees with an insurance buy-out program. If an employee can demonstrate that he/she has appropriate health insurance coverage elsewhere (other than with the City or Biddeford School Department) and elects to take no insurance coverage, the employee will be paid thirty five percent (35%) of the City's contribution to the single coverage only, payable quarterly in a separate check from weekly payrollcheck.

Section 4: The City shall allow employees hired prior to January 1, 2005, who retire with a minimum of fifteen (15) years of service with the City of Biddeford and has attained the age of 55, to participate in the City's Group Health Insurance until age 62, at his/her own cost. At age 62, the employee will be entitled to 100% of the cost of the single subscriber rate; any dependent coverage shall be paid by the Retiree. When the retiree reaches the age of 65, the City will provide at no cost to the retiree the so- called companion plan. All the above must be continuous coverage. Any break in the insurance coverage shall release the City of any obligation under this Article. Any employee eligible for this section shall not be eligible for Section 5 below.

Section 5: Employees hired after January 1, 2005, are not eligible for Sections 4 above. Said employees shall contribute \$15 per week to retirement health savings (RHS) which will be matched by the City.

The employer matched contribution amount shall have a ten year (10) vesting period, to coincide with the employees' original date of hire, as follows:

0 to 2 years:	Zero percent (0%)
Over 2 years	Ten percent (10%)
Over 3 years	Fifteen percent (15%)
Over 4 years	Twenty percent (20%)
Over 5 years	Thirty five percent (35%)
Over 6 years	Fifty percent (50%)
Over 7 years	Sixty five percent (65%)
Over 8 years	Eighty percent (80%)
Over 9 years	Ninety percent (90%)
Over 10years	One hundred percent (100%)

Any employee hired prior to effective the date of the signing of this contract shall be considered fully vested for the purposes of Section 5. only.

Section 6: Employees hired prior to January 1, 2005, may elect to forgo the benefit in section 4. If elected to do so, the City will match their mandatory contribution of fifteen dollars

(\$15.00) per week into a tax deferred instrument (i.e., 457 plan) agreed to by the parties. If there is no agreement to another option, then the 457 plan will be the default plan. Employees eligible for this option may do so at any time by provided written notification of such to the City. However, once changed, the benefit in section 4 is permanently lost.

Section 7: Effective January 1, 2022, if the annual increase in health insurance exceeds ten percent (10%) in any classification, the formula in section 1 shall be adjusted for the current year and all subsequent years. The incremental increase above said ten percent (10%) shall be equally divided between the City and the union members. For illustration purposes only, if the increase in any given year goes up twelve percent (12%), the dollar value equal to one percent (1%) of the increase shall be added to the employee's share.

Section 8: Effective upon the signing of this contract, the City of Biddeford amends its benefits policy to allow any employee who is eligible to enroll in Maine Municipal Employers Health Trust health insurance the option of enrolling a domestic partner.

Any employee who wishes to add a domestic partner will be advised of the requirements set forth in the Domestic Partner Affidavit to add said partner. Furthermore, said employee has been advised there could be tax implication of adding a domestic partner.

The Domestic Partner of an Employee shall be:

- A life partner of either the same sex or opposite sex of the employee;
- Not legally married or separated, to either the employee or anyone else;
- At least 18 years of age and mentally competent to consent to contract;
- Are each other's Domestic Partner and intend to remain so indefinitely;
- Have been each other's Domestic Partner for at least 12 months prior to the date of the signed Affidavit;
- Are not related by blood to a degree of closeness that would prohibit marriage in the State of Maine;
- Are jointly responsible of each other's common welfare; share financial obligations, and share their primary residence

ARTICLE 18 JURY DUTY

Section 1: Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Employees shall be paid regular wages and any jury duty compensation received shall be signed over to the City.

Section 2: An employee upon release from jury duty must report back to work if such release is during his working hours.

ARTICLE 19 LEAVE OF ABSENCE

Section 1: Any employee, upon application in writing to the Chief, may be granted a leave of absence without pay and without loss of seniority, not to exceed one (1) year, for official union business, personal illness, including maternity or attending school. Leaves

that exceed one (1) year's duration will be considered on their merit on a case-by-case basis. During said leave of absence, the employee will not accrue benefits, but will be allowed to continue health insurance at their own cost. Upon termination of such leaves, the City will, upon notice, return said employee to the formerly held position, providing the position has not been abolished due to budgetary personnel reduction.

If the position has been abolished due to budgetary personnel reduction, seniority shall prevail. Educational leave terminations will be accompanied by proof of completion of courses. Sick leave termination will be accompanied by medical certification of employee's ability to return to his former position. The City will notify the Union whenever any leave is granted and the duration of leave.

Section 2: Military leave shall be granted in accordance with applicable federal and state laws.

Section 3: Parental Leave of Absence: A regular, full-time employee who has completed at least one full year of employment with the City will be granted an additional four (4) weeks of paid leave upon the birth, fostering, or adoption of the child, to be used concurrently with Family Medical Leave (12 weeks unpaid) and, when applicable, supplemental to short-term disability coverage approved for the same reason. Parental Leave, in addition to any accrued sick time, may be used consecutively or intermittently, but expires 12 months after the date of birth or adoption/foster placement.

Section 4: Maine Paid Family and Medical Leave Act: The City and the Union shall share the cost of the agreed upon program 50% each.

ARTICLE 20 LEGAL AID AND PROTECTION

Section 1: The City shall provide liability coverage for employees covered by this Agreement to the extent and limits stated in its policy of insurance. Such insurance policy shall cover the employee when sued for damages as a result of acts as stated, defined and limited in said policy, which arises out of and in the regular course of duty. The limits of liability coverage shall be as stated, defined and limited in said policy but shall meet or exceed the limits of the Maine Tort Claim Act.

ARTICLE 21 DRIVER'S LICENSE

Section 1: As a condition of hire, a unit member must have a valid driver's license. If an employee's driver's license is suspended, he/she shall be suspended from employment without pay for the period he/she is without a valid driver's license, not to exceed forty-five (45) days. If the employee has lost their license for a period longer than the forty-five (45) days, the employee may request an extended unpaid leave of absence. If granted, the employee will accrue no benefits during the extend leave. Said leave shall not exceed one (1) year. Leave shall not be unreasonably denied. Upon eligibility to return to work, the employee may request reinstatement and said restatement shall be granted if a vacancy

exists. Upon return, said employee shall assume the position of Private with all seniority earned, except the time during the leave.

Section 2: At the City's sole discretion, an employee who does not possess a valid driver's license maybe allowed to work if appropriate work is available. All decisions made will not constitute a precedent or past practice.

ARTICLE 22 MANAGEMENT RIGHTS

Section 1: Except as otherwise specifically provided in this agreement or otherwise mutually agreed to in writing by the parties, it is understood and agreed that the City possesses the right and authority to operate and direct the employees of the City and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this agreement or otherwise agreed to by the parties. These rights include, but are not limited to the right:

- a. To determine its mission, policies, and to set forth all standards of service to the Public;
- b. To plan, set, control, and determine the operations or services to be conducted by the employees of the City;
- c. To determine the methods, means, number of personnel needed to carry out the department's mission;
- d. To direct the working forces;
- e. To hire and assign or to transfer employees within the department or other City functions;
- f. To promote, suspend, discipline or discharge for just cause;
- g. To lay-off or relieve employees due to lack of work or funds or for any other legitimate reasons;
- h. To make, publish and enforce rules and regulations;
- i. To introduce new or improved methods, equipment or facilities;
- j. To take any and all actions as may be necessary to carry out the mission of the City and the Fire Department in situations of civil emergency as may be declared by the proper authorities; including the City Council and/or the City Manager; provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of the Agreement,

Section 2: In the event this Agreement is silent on any terms and conditions regarding Unit employees, the City shall have the right to make any and all management decisions as it deems reasonable, however, the City shall notify the Union in writing of any impending/proposed changes to personnel policies, practices and matters affecting the general working conditions effecting unit employees at least 10 working days prior to the implementation date of the proposed change. Upon receipt of such proposed change, the Union shall have ten (10) working days to notify the City of its concerns along with the requested remedy pursuant to Title 26.

ARTICLE 23 NO STRIKE

Section 1: There shall be no strike or slow down by the Union nor any lock out by the City during the life of this Agreement.

ARTICLE 24 OVERTIME

Section 1: An employee desiring to share overtime may do so if qualified. This section shall apply only when the overtime is for a complete shift.

The work week period starts at 8:00 am, Friday and ends at 7:59 am the following Friday. Hours paid for absences for sick, vacation, holidays, court-time and for leaves outlined in Article 5 shall be counted as hours worked for purposes of overtime compensation under this Article.

On holidays, the Chief may allow fewer hours per employee. No employee may work more than 48 consecutive hours without a minimum eight (8) hours break, unless otherwise approved. If an employee desires to share his/her overtime with another employee, then both employees will receive a date in the overtime roster provided both employees have worked more than six hours as provided in section 3.

The employee who originally accepted the overtime will receive a mark in the overtime roster regardless of how many hours they actually worked and this circumstance would not apply to Section 3. This would be to alleviate overtime being passed on from one employee to another and no mark being placed in the overtime roster.

Section 2:

If an employee is unintentionally passed over for overtime, the employee will be assigned the oldest date on the voluntary list. If an employee has worked an additional shift that is annexed to a regular shift (48 consecutive hours) they shall not be offered overtime annexed to either end of the 48 hours. In this instance the employee will not lose their position on the overtime list.

Once an overtime need has been confirmed the OIC will page out the date, type, start time, and duration of the overtime needed. Employees will have one (1) hour to bid for the overtime. After the one (1) hour deadline has concluded the person with oldest date will be offered the overtime position. In the event that the overtime is not voluntarily filled the OIC shall follow the mandatory force Section 5 of this Article.

Section 3: Any employee who works less than six (6) hours on an overtime shift shall not lose his seniority position for overtime.

Section 4: If an employee is on vacation, he will not be called for overtime unless it has been offered to all shifts and refused. If an employee wants to work overtime while on vacation, he must register his name on the pass on sheet at the dispatch desk, prior to the start of his vacation, listing the dates of the beginning and the end of his vacation.

Section 5:

- a) There shall be two (2) overtime lists kept by the officers in charge of shifts. A regular list and a mandatory list. These lists shall be made up from shift rosters. The mandatory list shall be utilized in the order of reverse seniority.
- b) An employee who may be excused for any reason in accordance with this bargaining agreement shall stay at the top of the mandatory list and be the first required to work the next time it is mandatory.
- c) An employee shall not be forced to work for two (2) consecutive times. In the event a second consecutive time arises, the next qualified person on the mandatory list shall be required to work. In the event an employee is forced to work two (2) consecutive times, said hours worked shall be paid at double time. An employee who voluntarily works overtime or is forced overtime on Christmas Day or New Year's Day, said employee shall be paid double time for the hours worked on Christmas Day or New Year's Day.
- d) Forced overtime shall be filled from the duty shift regardless of rank. In the event an employee has already worked an overtime or swap shift when a forced overtime is needed, then the forced overtime will go to every person on the duty shift before it is assigned to the employee who has already worked a previous shift regardless of his/her date. If the overtime originates as a firefighter overtime, the forced overtime will go to all firefighters from the duty shift prior to forcing an officer regardless of his/her date.
- e) Should overtime become necessary during the shift, the voluntary list shall be used..
- f) The Fire Chief must be kept abreast of all required overtime. The officer in charge assigning the overtime must provide, in writing, to the Fire Chief the following: The employees who work the overtime and the employees who have refused overtime.
- g) The Fire Chief or his designee shall have full authorization to post any special overtime that arises as to best fit the needs of the department.

Section 6: Outside Details: The Union agrees to provide detail coverage for entities outside of the city government. These details will be covered by off-duty personnel. The City must provide a minimum thirty (30) day notice for said detail. Details will be filled in accordance with the overtime procedure.

- a) Members filling the detail will be paid at a rate of seventy-five (\$75) dollars per

hour, or their overtime rate, whichever is higher. Regardless of time worked, members will earn a minimum of four (4) hours pay at the above-mentioned rate. If the detail is longer than four (4) hours, the above-mentioned rate will be utilized for the actual hours worked.

- b) If a detail opportunity is presented with less than the required notice, the Union cannot guarantee coverage. An attempt will be made to fill such a detail on a strictly voluntary basis in accordance with the overtime procedure.

ARTICLE 25 PART TIME WORK

Section 1: Employees understand that their primary job and hence employment responsibility is the City of Biddeford. The City agrees not to interfere with any employee working part time as long as the employment does not interfere with this primary responsibility. In addition, any outside employment or business ownership must not adversely impact the operations of the Fire Department or the reputation of the City of Biddeford. All employees must notify the Fire Chief of any part time work and/or business ventures.

Section 2: Unit Employees may not work their secondary employment (outside the BFD) in a Fire/EMS position within twelve (12) hours of the start of their regular shift with BFD.

ARTICLE 26 PAYROLL DEDUCTION OF DUES

Section 1: The City shall deduct regular weekly Union dues upon receipt of signed authorization from members of the Union on forms supplied by the Union and satisfactory to the City. The City shall forward all such dues so collected with a report to the Secretary/Treasurer of the local Union by the fifteenth (15) day of each month following the month in which deductions were made. The City will use direct deposit to the Union's Bank during the life of this Agreement or until a successor CBA is negotiated.

Section 2: The Union shall indemnify and save the City harmless against all claims and suits, which may arise by reason of making any such deduction, the cancellation of the same, and remitting the same to apparently authorized officials of the Union.

ARTICLE 27 PERSONNEL RECORDS

Section 1: The City shall maintain a personnel file on each unit employee. Personnel files are confidential and are the property of the City. Personnel files are to be kept locked and secured under the City Manager's control. State law provides employees with access to their personnel records (including former employees and duly authorized representatives). However, a written request for such information must be submitted to the City Manager or his designee for processing. File review and copying must take place at the location where the personnel files are maintained, during normal office hours unless, at the City Managers or his designee's discretion, a more convenient time and location for the employee is

arranged. Employees are entitled to one free copy of their personnel file per calendar year upon written request of which said copy can be electronic.

Section 2: If upon inspection, a unit employee disagrees with any of the information contained in the personnel file, they may submit a written statement explaining the employee's version of the information along with evidence supporting such version. The City will maintain such a statement as part of the employee's personnel file and will include the statement in any transmittal of the file to an authorized third party.

Section 3: Employees shall be required to acknowledge all records of disciplinary action inserted into their personnel file with a signature affixed to the document and returned to the City, whether they agree with the action or not. Employees shall be entitled to submit a written rebuttal of a disciplinary action for insertion in their personnel file provided such correspondence is received by the City Manager within ten [10] working days of the notice being acknowledged by the employee; or the employee may grieve the action pursuant to Article 15 of this agreement. Any correction action that is placed in an employee's file that is a result of an action that is a violation of any federal and/or state law, rule or regulation, shall not be removed and will be made part of the record permanently.

Section 4: The parties agree that all discipline infractions and penalties will be placed, maintained, and remain in an employee's official personnel file, including any violations and corrective actions relating to violations of federal or state law, rule or regulations. Except for the above reasons, any material in the employee's personnel file having to do with a grievance or a disciplinary procedure shall be removed from the files after twelve (12) months of the date of the occurrence except for a suspension which shall be removed after twenty-four (24) months.

ARTICLE 28 PERSONNEL REDUCTION

Section 1: In the case of personnel reduction, the employee with the least amount of Fire Dept. seniority shall be laid off first. No new employee shall be hired until the laid off employee has been given the opportunity to return to work.

- a) Employee laid off must maintain his current mailing address with the Fire Chief.
- b) Employee laid off must be given the opportunity to return to work and must reply within thirty (30) days after receipt of certified mail.
- c) In order to maintain his/her recall rights, a laid-off employee must maintain their licenses, which he/she held when laid-off. As allowed by law, the City will continue to be a sponsoring agency to allow these employees to receive training in order to maintain their licenses.

ARTICLE 29 PROMOTIONS

Section 1: Promotions for vacant unit Officer Positions shall be on a fair and competitive basis. To be eligible one must have at least five (5) years of full-time Fire/EMS experience including lateral credit service with a minimum of three (3) years at Biddeford Fire Department, and must have a Paramedic license and one or more of the following degrees, certifications, or courses to be eligible for promotion;

Fire Officer 1 & 2 *	Fire instructor 1 & 2*
EMS Instructor Coordinator	Associate's degree
Bachelor's degree	

*Pro board or equivalent

b. Any employee that would become eligible to promote during the duration of the upcoming list is eligible to participate in the promotional process.

Section 2: The department will conduct the written test annually in the first full week in May, regardless of when a vacancy occurs. Promotions will be subject to step in rank. March 1st is the deadline for letters of intent to test. The candidate will indicate which position(s) they are testing for at that time. The results of the written test are valid for one (1) year from July 1 to June 30 following the completion of the test. If more than three candidates successfully complete the process, only the top three (3) scorers for each vacant position will be considered for promotion. In the event there are less than three candidates qualified the City shall select from those candidates that are qualified. Should at any time the list of qualified candidates go below three (3), the next qualified candidate that did not make the initial cut will move up to make the list of three (3).

Section 3: Acting Officers: In the event of a known officer vacancy, an acting officer shall be appointed by the City from the current list. If there are no candidates that meet the criteria from Section 4, then long term vacancies will be filled by acting officers using Article 22 as a guide.

Section 4: The testing process shall consist of a written exam, an oral interview, and a practical test.

- a. The written exam shall be prepared, conducted, and evaluated by an outside entity. The city will confirm the proctor of the exam is trained and prepared to administrate the exam with a defined set of instructions and grievance process from the selected testing company. Instructions must be read to the candidates prior to the start of the exam. The books and other materials will be mutually agreed by the parties and will be acquired prior to March 1st. There will be a library of the agreed upon books that will be available, for in the station use, year-round. There will be three (3) books chosen for the Lieutenants test and four (4) books chosen for the Captains test. In order to advance to the oral board, an employee must receive at least a score of sixty percent (60%). The written exam shall count as 40% of the total 100% possible. For an individual to be

eligible to be promoted, they must receive a minimum written score of seventy percent (70%).

- b. The oral board for promotion shall consist of three (3) mutually agreed upon individuals from personnel outside the City of Biddeford. The oral board shall count as 30% of the total 100% possible.
- c. The assessment center test will occur in the first full week of June and will include decision-making scenarios involving current regulations and policies and scene management that have been mutually agreed to by the parties. The practical exam shall count as 30% of the 100% total weight possible.
- d. Additional points shall be award to each candidate's final score:
 - 1. Seniority: Candidates will be given seniority points at a rate of 1 point per year of full time Fire/EMS service. The maximum number of seniority points shall be ten (10) years.
 - 2. Education: Only highest education achieved will be awarded to the overall score.
 - 3. Associate's degree: 3 points
 - 4. Bachelor's degree: 4 points
 - 5. Master's degree: 5 points
- e. All scores of all candidates will be publicly posted unless a candidate formally withdraws from the process.

Section 5: Officer Candidate Program: Unit employees will be eligible for the Officer Candidate Program if they have successful passed the process and meet section 1 requirements. After completion of Officer Candidate requirements, candidates may fill the role of one of the vacant officer's positions as necessary.

Section 6: All current officers must maintain their current EMS licenses (or obtain a higher level) in order to serve as an officer.

ARTICLE 30 RETIREMENT

Section 1: The City agrees to continue to participate in the Maine Public Employees Retirement System, which includes the Biddeford Fire Department. Effective July 1, 2007, the City agrees to participate in the Maine Public Employees Retirement System Special Benefit Plan 3-C and will allow eligible employees within this bargaining unit who elects to participate in this plan to do so. Effective July 1, 2010 for service provided after July 1, 2010 and not applicable to service provided prior to July 1, 2010, the City agrees to add the cost of living provision to MainePERS. Both the City and the Union agree the City has no retroactive obligations related to its participation in this special benefit plan or the Cost of Living Adjustment plan. Both the City and the Union agree the City has no

retroactive obligations related to its participation in this special benefit plan. It shall be a condition of employment for all new employees to select and participate in the Maine Public Employees Retirement System or the 457 plan that is currently being offered under this agreement.

Section 2: The City agrees to continue to provide the 457 Deferred Compensation Plan in lieu of the Maine Public Employees Retirement System. Employees electing participation only to the 457 deferred compensation plan shall receive an automatic four percent (4%) contribution to their plan made by the City. In addition, the City will match up to an additional four percent (4%) of the employees' contribution for a total of up to eight percent (8%). Without prior written approval of the Union, the City shall not make any changes in the 457 Deferred Compensation Plan, including without limitation plan manager, company or investments.

Section 3: Retire/Rehire Program:

The City and the Union agree to establish a retire / rehire program for members of the Biddeford Fire Department subject to the terms and conditions set forth in this Section. Any member of the Union who has completed twenty-five (25) years of creditable service with MainePERS, regardless of age, shall be eligible to participate in this program.

Employees who have completed the necessary years of creditable service and who are eligible to retire under applicable MainePERS rules shall provide the Chief with thirty (30) days' notice of their intent to retire. Employees under age 59 ½ may not enter into an agreement with the City to be rehired prior to retirement, but may indicate at the time of notice of intent to retire whether they would be interested in being rehired by the City, subject to position availability and rehire requirements. Employees may not be eligible for rehire if they retired while under investigation or while disciplinary action was pending.

Upon retirement, all employees will be fully separated from service with the City, including termination of all benefits and payout of all accruals as may be required under this Agreement. An employee who has retired and wishes to return to work for the City may opt into this program within twenty-four (24) months following the employee's actual retirement date by providing written notice to the Chief. Rehire by the City will be subject to availability and funding, as well as all pre-employment conditions required by the City. The Fire Chief shall retain the sole discretion to rehire an employee who has retired from the City under this program, taking into consideration past performance and the needs of the Department.

Employees under age 59 ½ may not return to work for the City sooner than thirty (30) days after separating from employment or the employee's effective retirement date, whichever is later. The duration of employment for all employees who are rehired by the City following retirement shall be limited to thirty six (36) months from the employee's retirement eligibility date. The City, at its sole discretion, may authorize up to an additional twenty four (24) months of participation in the program, for a total rehire period of up to sixty (60) months from the employee's retirement eligibility date, provided that the employee submits a written request for an extension to the Chief at least twelve (12) months in advance of the end of the initial rehire term. The City's decision on any extension request shall be final and not subject to grievance or arbitration.

If rehired by the City following retirement, employees shall be permitted to collect a retirement benefit from MainePERS while continuing to work for the City, subject to all applicable IRS and

MainePERS regulations. Rehired employees shall be solely responsible for any and all taxes and/or penalties assessed as a result of employee's employment with the City under this program, including, but not limited to, any early distribution tax assessed as a result of employee's collection of benefits under the MainePERS retirement plan. Such additional taxes and penalties shall not be subject to negotiation.

If rehired by the City following retirement and for the duration of such employment following retirement, the City shall be responsible for the contribution to MainePERS' Aggregate Unfunded Actuarial Liability (the "AUAL"). Rehired employees may elect to participate in the City's 457 retirement plan, subject to the provisions of the current plan for all other employees, but the City shall not make any matching contributions to said plan during the employee's participation in this program as a rehired retiree.

Upon return to work following retirement, employees shall be eligible to receive the rate of pay they received from the City at the time of retirement consistent with the City's lateral hiring practices. Upon rehire, employees will be provided with vacation and sick leave accruals per the City's non-union Personnel Policy, except that their years of service prior to retirement will be considered as continuous upon rehire for purposes of determining the rate of accrual. If an employee separates from employment with the City prior to completing a full year, they will be eligible for a prorated cash out of earned vacation but shall not be eligible for a cash out of earned sick time.

Members who are enrolled in the program will be granted seniority and rank consistent with their seniority and rank at the time of retirement, unless the employee and the Chief agree that the employee may return to work at a lower rank. All other rights that would be afforded to the employee through the Collective Bargaining Agreement (CBA) shall apply except as set forth above. Employees who retire and are rehired under this program shall not be eligible for promotion, unless authorized by the Chief. The City shall not be obligated to provide light duty to employees participating under this program. Employees rehired under this program shall be required to provide a four (4) week notice prior to separation from employment.

The terms of this program are subject to all applicable rules and regulations of MainePERS and the IRS. The parties acknowledge that such rules may change from time to time, which is beyond the control of either party. The City reserves the right to suspend or terminate this program at any time in the event of such changes.

ARTICLE 31

STATION, SHIFT, APPARATUS BID SYSTEM & EMS ROTATION

Section 1: The parties agree to create and maintain a Fire Department SOP designed to implement the intent and spirit of the terms and conditions outlined in this article pursuant to Article 46.

Section 2: Station and Shift Bid Process:

By October 1st of each year, every bargaining unit employee will submit in writing to the Fire Chief their bid request for Station [When Applicable] and/or Shift assignments for the following year. By November 1st of each year, the Fire Chief will post the annual Station & Shift assignments for the following year. The Fire Chief will align Stations/Shifts based on seniority

and qualifications; however, the Fire Chief has the discretion to align Stations/Shifts to accommodate the needs of the department. It is understood that station bidding will be further limited by the unique roles and specialty assignments to that station.

- a. In the event vacancies occurs during the year causing the shifts to no longer be reasonably balanced (by seniority and/or qualifications) the Fire Chief will notify the Union of the need to rebalance the shifts. If the Union disagrees with the Chief's determination of need, it shall notify the chief within two (2) weeks and the issue will be referred to the LMC process. Once an imbalance is confirmed, The Chief shall post the need to fill the vacancy(ies) for a two-week period to allow for voluntary bids.
- b. If no volunteer bids are received, the Fire Chief has the ability to reassign the employee(s) to the new shift/station assignment to fill the needs of the department normally given the employee a 30-day notice. The Chief shall rebalance the shifts by the least amount of impact on the unit employees. The Fire Chief may use the same process should a long-term temporary vacancy of six (6) months or more occur that creates an adverse impact on the normal operations of the department.
- c. Once the shift/station imbalance or long-term (temporary) vacancy has been resolved by new hires/per diems or the absent employee returns to work, the Unit Employee that was transferred may return to their original station/shift assignment before the transfer.

Section 3 – Shift Officers:

Each shift will be assigned a Captain and two (2) Lieutenants. The Captain on each shift will be the Officer in Charge (OIC). In the absence of the Captain, a Lieutenant shall act as the shift OIC. Shift Officers' will be assigned to Fire Department vehicles exclusively by the Fire Chief and outlined in the Fire Departments SOP for Shift Officers' Assignments. In the event, there would only be two officers on duty, the Chief may approve overtime for the third officer position that will be filled pursuant to Article 24 of this Agreement.

Section 4 – Shift Capacity

Effective March 13, 2023, the parties agree that the City may permanently employ sixteen (16) firefighters that are not licensed as EMT_P, subject to the following conditions:

- a) No more than four (4) may be employed as EMT_B, where such employees are not actively engaged in obtaining their EMT_A license as a condition of hire.
- b) All of the firefighters having met the normal expectancy to be employed by the City shall be fully counted as employees for shift coverage.
- c) To the degree practical, all firefighters not obtaining an EMT_P level will be permanent assigned equally among the platoons during the normal platoon assignment process. As such, this requirement may impact seniority balancing of platoons.
- d) All current firefighters that do not have an EMT-P license and were further employed with written conditions of employment outlining their requirement to obtain an EMT-P shall be restricted to those agreement regardless of the language within contract to the contrary. A summary of those employees and their employment conditions are found in Appendix B.

Section 5: Apparatus Bid Process:

The city shall continue to maintain the Fire Department Standard Operating Procedure (SOP) for Seat Apparatus Assignments that sets the minimum staffing requirements for daily operations. The SOP shall include a list of available apparatus positions based on the apparatus staffing requirements and apparatus position qualifications for bargaining unit employees to bid daily. While seniority and qualifications are the determining factor for daily apparatus assignments, nothing shall prevent the Shift OIC from making temporary assignments of unit employees to any apparatus or Fire Department Vehicle as necessary according to the unforeseen needs of the department. (Examples of such assignments might be when a firefighter is being qualified on other pieces of apparatus or if personnel assigned to an ambulance has a significant call or if the EMS daily run volume is high and the OIC wants to give the ambulance crew a break.) Unit Employee[s] shall not be allowed to bid to any Department Apparatus until such time they have been approved to operate the apparatus or perform the work associated with the apparatus position outlined in the SOP. The Parties agree that any proposed changes to the Seat Apparatus Assignments SOP will be processed through the LMC outlined in Article 46 of this Agreement.

Section 6: Rotation System:

The Parties recognize the value of limited leaves of unit members from each of the two disciplines (Fire Suppression and EMS). The Parties recognize that unit employees will be required to perform EMS duties based on the level of their license as outlined in their official position description and assigned by their OIC. The performance of such EMS duties may be by bidding to or being assigned to an Ambulance or the Medic Engine or Ladder Company by the OIC. To this end, the parties (through their LMC) agree to implement as part of their Apparatus/Seat Assignment SOP, a rotation system. The OIC will administer the rotation system of unit employees (Non-Fire Officers) on a quarterly basis to ensure that on all employees are rotating between fire suppression and EMS proficiencies. To this end, the Parties have agreed a SOP that included but was not be limited to the following:

- a. When minimum BFD Staffing is at ten [10] unit employees on duty per shift, unit employees will rotate on a quarterly basis including a minimum of two [2] shifts on an Ambulance and two [2] shifts on a Fire Suppression apparatus.
- b. The senior firefighter per shift may be exempted from this requirement.
- c. Notwithstanding Section 3 above, the officer in charge (OIC) is authorized to reassign shift personnel to meet this section requirements.
- d. Shift Lieutenants shall rotate assignments according to the SOP.
- e. The parties agree that the primary use of per diem unit employees will be to support the Fire Based EMS Program of the Fire Department in order to implement this article. The Parties through their Labor-Management Committee will develop and maintain a Fire Department SOP outlining how the per diem employees will be utilized to supplement the daily workforce and meet mission requirements.

ARTICLE 32 SENIORITY

Section 1: Seniority for full-time unit members shall be determined as follows:

- a. By strict seniority in the department (start date).
- b. If start date is the same then the first hired by the City of Biddeford.
- c. Seniority by start date will take effect 10-1-2006; anyone hired prior to 10-1-2006 will use the seniority roster that was in effect as of 9-30-2006, which was posted on 1-1-2006.
- d. The shift captain will be deemed the officer in charge regardless of rank and time in grade.

Section 2: Seniority for per diem unit employees shall be based on their start date with the City of Biddeford.

Section 3: The City shall maintain two (2) separate seniority lists, one for the full-time unit employees and one for per diem unit employees by start date, which shall be posted on the BFD bulletin board, within the month of January. It will be posted for a period not less than thirty (30) days. Any objections to the seniority list as posted must be reported to the Chief and to the Union within ten (10) days from the date of posting, otherwise, it shall be approved.

Section 4: All full-time and per diem employees shall be assigned a permanent seniority number. Seniority for full-time unit employees will be used to determine daily assignments, station duties, time-off for vacations, choice of sleeping quarters and other areas as mutually agreed to by the parties or as outlined in this Agreement. Officer's seniority list for all purposes other than vacation picks will be on a time in grade basis. A seniority list shall be maintained on a current basis and said list shall be posted at the Fire Station.

ARTICLE 33 SHIFT EXCHANGE

Section 1: Employees shall have the right to exchange positions with another qualified employee on another shift, provided:

- a) Employees may swap a shift with another employee provided it is approved in advance by the Chief or his designee. Swaps shall be allowed when both employees have equal qualifications- (Officer/Officer, Firefighter/Firefighter, EMT/EMT). A Lieutenant may swap with an assigned driver, provided they are available for the entire duration of the shift in the event they are needed to make a command decision.
- b) Substitution will not ordinarily be permitted for more than four (4) consecutive shifts; and,
- c) The City shall not be responsible for enforcing any agreement made between employees and shall be under no financial obligation to the substitute.

- d) The trading of time is done voluntarily by the employees and not at the request of the employer.
- e) The reason for trading time is not for any benefit of the employer, but rather due to the employee's desire to attend to personal matters.
- f) A record is maintained by the employer of all time traded by employees.
- g) To swap time an employee must have approval at least one (1) day in advance. While on duty, all employees must wear uniform. The one (1) day in advance may be waived by the officer approving the swap, provided said officer can justify the exception. The City agrees to allow up to a one (1) hour swap without paperwork and without one day notice as approved by the officer in charge.

ARTICLE 34 SICK LEAVE

Section 1: Employees shall be eligible for sick leave after thirty (30) days of service. Employees shall earn 144 hours of sick leave per year at the rate of 12 hours per month, accumulative to a maximum of 1800 hours. Sick leave may be taken in four (4) hour blocks unless an employee becomes ill during a scheduled shift in which case the actual number of hours used shall be deducted from the employee's accruals or their RSL as outlined in this article. With prior approval of the Fire Chief or his designee, sick leave may be used in 2-hour blocks. An employee who is unable to report for his scheduled duty shift due to sickness must call the duty officer between the hours of 6:00 a.m. and 7:00 a.m. If the employee is sick the day before and is certain that they will be unable to respond, they may notify the duty officer any time after 1800 hours. The Fire Chief may require the employee to verify any illness with a certificate signed by a physician, if the Fire Chief feels the employee is abusing sick leave. Absence due to on duty injuries shall not be charged against accumulative leave.

Section 2: Any employee contracting or incurring any service or non-service connected sickness or disability which renders such employee unable to perform the duties of his employment shall receive sick leave with pay, provided the employee has accumulated sick leave. In the event of sickness or disability in the employee's family, spouse or children, the employee shall also be granted sick leave with pay provided the employee has accumulated sick leave. Family sick leave to be limited to 48 hours per year. In certain circumstances the Fire Chief may allow more time to be used for family sick leave on a case-by-case basis.

Section 3: Reserve Sick Leave

- a) As of the date of signing of the contract in 2016, all employees shall have any sick leave accumulated in excess of three (300) hours swept into a *'reserve sick*

leave' (RSL) account. All hours in this account shall be maintained in the employee's name and accounted for financially based on the effective rate of pay at the time of the creation of '*reserve sick leave*' account. The City will provide an employee and/or the union an employee's RSL balance upon request.

- b) Full-Time Employees are authorized to use their available RSL after they have exhausted all other sick leave accrued unless otherwise authorized by the City Manager on a Case-by-case basis. The total amount in the RSL, less any used during the employee's history, shall be the amount due to the employee at the time of separation. An employee may draw upon the RSL as need on a hour by hour basis, however, no additional hours may be placed into the account beyond the initial creation. Additional rules contained within this agreement regarding the economic value of sick leave shall not apply to RSL.

1. Employees that have in excess of twenty (20) years may request in writing up to twenty percent (20%) of the cash value in the RSL to be deposited into their 457 plan in any given year.
2. Said notice must be received by December 31 of any year and payment will be made in the employees account on about July 30th of the following year.
3. Employees that have less than ten (10) years of service at the time of the conversion of sick time to RSL, will have the time booked at the applicable rate (fifty percent (50%)). Once they reach their ten-year anniversary, the economic value will be converted to one hundred percent (100%), using the rate of pay at the time of the initial conversion to the RSL.

Section 4: Any hours not swept into the RSL as well as all future sick leave shall have the economic value upon employee separation as described in this section. Hours accumulated beyond twelve hundred (1,200) hours are not eligible for any economic value, unless otherwise specified.

1. For employees hired effective the date of this contract:

Under 10 years of service	0%
More than 10 years and less than 25 years	25%
More than 25 years	50%
2. For employees hired after January 1, 2000:

Less than 25 years	25%
More than 25 years	50%
Employees that retire or reach the aged of 65	75%
3. For employees hired after January 1, 1990:

Less than 25 years	25%
More than 25 years	50%
Employees that retire or reach the aged of 65	100%
4. For employees hired prior to January 1, 1990:

Less than 25 years	25%
More than 25 years	50%
Employees that retire or reach the aged of 65	100%

For employees hired prior to January 1, 1990, that retire, all hours to a maximum of eighteen hundred (1,800) hours are eligible.

- c) Sick leave incentive: all employees shall participate in the sick leave incentive program, Employees shall have unused sick time swept into a retirement savings account (RHS), fully vested in their name, based on the following schedule:

1. More than twelve (1,200) hours 72 hours swept
2. Hours will be paid out based on the current hourly wage and factored at 25%
3. Hours will be swept on December 31 of each year and payment will be made in the employees account on about July 30th of the following year. Should employee leave in good standing prior to July 30, the funds will be deposited upon written notice of separation.

- d) In the event of death of an employee, payment is to be made to the employee's beneficiary or the estate of the employee, the employee's estate will receive an additional twenty-five (25%) of sick leave on the books for any accumulation that is not already at one hundred percent (100%). In the unfortunate event of a line of duty death the estate shall receive 100% reimbursement of unused accumulation.

Section 5: If an employee uses no sick leave (has perfect attendance) for the period of January 1 through June 30 and/or July 1 through December 31 a cash bonus equal to 24 hours straight time pay shall be paid or to be used for scheduled time off. An employee is eligible to collect twice during the 12-month period if no sick leave is used.

Section 6: Employee's shall have the right to rollover any payment of accumulated unused sick leave as allowed by governmental regulations per year into 457 Retirement Plan with no match from the City. Upon retirement, employee shall be allowed to rollover accumulated sick leave into 457 Retirement Plan with no match from the City as allowed by governmental regulations.

ARTICLE 35 TRAINING

Section 1: Normally, training will not last more than three (3) hours per shift nor will the training session go beyond 10:00 p.m. This will not prevent the training department from setting up courses that may have to be presented over more than a three (3) hours period in one day nor will it prevent obligatory sessions designated by the Chief, which may include the use of outside instructors. If the employees are expected to train past 10:00 PM granted that a notice of at least one (1) week. The Union agrees to be flexible in the administration

of this article when Call force trainees return from a training session after 10:00 p.m. The on duty shift will train with the call force as required.

Section 2: Training periods may be held on the weekends. If more than five (5) weekend sessions are required for training within the year, the additional sessions will be discussed with the Union.

Section 3: The Biddeford Fire Department Training Division shall maintain a standard of operation for pump and/or ladder truck operator and firefighter.

Section 4: All persons being compelled to attend school on an off-duty basis will be compensated at one and one half (1 1/2) their regular rate of pay. The cost of tuition and books shall be borne by the City.

Section 5: As an educational incentive to further professional training and educational advancement, any member of Local 3107 who successfully completes a fire science or related course of study recognized by the State Board of Education as credible, shall be reimbursed by the City for the cost of textbooks and tuition incurred, if approved by the Chief.

Section 6: Not more than two (2) employees per shift, for a total not to exceed four (4) employees in the department, may be allowed to attend a Firefighter One or Firefighter Two Certification Course.

Section 7: The parties desire that all members seek the highest level of EMS licensure where practical.

- a) The City agrees to cover all costs of tuition, books, and overtime incurred by personnel attaining and/or maintaining mandated EMS licensure training. The employee must pass the course(s) taken or reimburse the City for all costs of tuition and books.
- b) The City agrees to cover all costs of tuition and books incurred by authorized EMS personnel (intermediate or above) attending ACLS, PHTLS, NALS, and PALS training limited to budgetary limitations – provided, the employee successfully passes the course. In the event the employee does not pass the course all costs of tuition and books will be reimbursed to the City. Said training will be at the request of the employee. As such, the training is voluntary and is not considered hours work. The employee will not be paid for the personal time used to attend the classes.
- e) The City will support members that desire to obtain higher EMS licensure level. Any member may request of the Fire Chief (or his/her designee) for approval to participate in this program. If accepted, the City agrees to cover all costs (subject to budgetary constraints) of tuition, books, and other costs, such as registration fees for attaining and/or maintaining approved EMS licensure training. This request for additional training is not mandatory and hence, the time invested by the employee is not considered hours worked. However, the city will agree to

replace the employee for any duty class time/clinical time that takes place during the employee's normal tour of duty. The employee approved for advanced licensure courses will enter a signed agreement to work for the city for seven (7) years after receiving said license. Any employee that fails to obtain the license level shall repay the City all costs, including shift replacement costs. If employment is separated during that time the employee must repay all city costs, including shift replacement costs, on a sliding scale as follows:

- Years 1 and 2: 100%
- Year 3: 80%
- Year 4: 60%
- Year 5: 40%
- Year 6: 25%
- Year 7: 15%

Section 8: Swap time may not be used during mandatory training sessions except as excused by the Chief. All affected employees shall be given a minimum of 14 calendar days' notice of required training.

Section 9: In-service training and/or testing shall be given by the City to determine the ability and knowledge of the employees, and to determine any additional necessary training needs.

Section 10: Field Training Officer Program: The parties agree to establish a Field Training Officer (FTO) program to assure standardized performance and training of employees. There will be one (1) Program Coordinator position and eight (8) Field Training Officers; up to two (2) per shift. An FTO Program Policy will be established through the LMC process to include but not limited to the following:

1. Selection process for Program Coordinator and FTOs
2. Evaluation period and process
3. Guidelines for utilization of FTOs

ARTICLE 36 UNION BUSINESS

Section 1: Union Officials shall be allowed time off, with pay, for meetings with City Officials concerning Union business, provided said time off does not interfere with work requirements as determined by the Chief.

ARTICLE 37 UNION MEETINGS

Section 1: The Union may conduct its business, including the conducting of Union meetings, at the Fire Station in the back hall. If another location is to be used, prior approval must be obtained from the Chief Officer. The conducting of Union business shall not interfere with normal activities of the Department. One of the Union Officers shall notify the Chief when there will be a meeting.

ARTICLE 38 UNION REPRESENTATION

Section 1: Any employee shall have the right to be represented or accompanied by Union Officials of his choice, or other Union representatives (for a total not to exceed three (3) Union members) when appearing before a Deputy Chief, the Chief, or their designees on any grievance, or with regard to any disciplinary action, or on any occasion when the employee has been required to appear.

ARTICLE 39 UNION SECURITY

Section 1: All employees who are members of the Union as of the date of this Agreement and all employees who hereafter become members of the Union shall, as a condition of employment, maintain their membership in good standing in the Union for the duration of this Agreement. Failure of any such employee to maintain his membership by nonpayment of dues as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such employee.

Section 2: Employees who are or who may become members of the Union may resign from the Union during the period of no more than twenty (20) days and not less than ten (10) days prior to the expiration of this Agreement.

Section 3:

- a) Membership in the local Union is not compulsory. Membership in the local Union is separate, apart and distinct from the assumption by an employee of his equal obligation to the extent that he received equal benefits. The local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the local Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the local Union. The Agreement has been executed by the Employer after it has satisfied itself that the local Union is the choice of a majority of the employees in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.
- b) Any present or future employee who is not a Union member and who does not make application for membership in the Union shall, as a condition of employment, pay to the Union each month a fair share as a contribution toward the administration of the Agreement in an amount equal to eighty percent (80%) of the regular monthly dues, initiation fees and/or any uniform assessments. Employees who fail to comply with this requirement within thirty (30) days from the date of hire shall be discharged by the Employer after receipt of written notice from the Union and corroborative proof of nonpayment by the Employer.

ARTICLE 40 VACATION

Section 1: All employees covered by this contract shall be entitled to the following paid vacation earned January 1st of each year effective 2026 prospectively:

- During the first year of service, accrual will be pro-rated based on 96 hours/year
- After (1) year of service & less than (5) years of service – 96 hours
- After five (5) years of service and less than (10) years of service – 144 hours
- After ten (10) years of service and less than (15) years of service -192 hours
- After fifteen (15) years of service and less than (20) years of service- 240 hours
- After twenty (20) years of service and less than (25) years of service – 288 hours
- After twenty-five (25) years of service- 336 hours

Section 2: Any employees who are on the same shift may exchange vacation periods upon prior approval of the Chief or his designee as defined in Section 6 of this Article.

Section 3: All employees of the Fire Department covered by this Agreement shall be entitled to retain their requested vacation time when a change of shift takes place.

Section 4: Vacation shall be taken in blocks of 24 hours. Requests for 48-hour consecutive blocks shall have preference over 24-hour requests. After the 48-hour consecutive blocks have been picked the shifts will continue to pick single 24-hour blocks of vacation. All vacation picks will be picked in rotation by seniority. If an employee chooses not to pick his/her vacation at this time they will fall under section 6.

Any changes to the original picked vacations will fall under section 6. A Vacation Day(s) will take effect at 08:00 hours the morning after your last shift worked, therefore making you unavailable for overtime prior to your vacation day(s). If you want to be available for overtime, you must notify the Officer's in charge that you want to be considered for overtime and it must be placed on the pass-on sheet.

Section 5: Vacation requests must be submitted to the Fire Chief during the month of January. The Fire Chief will review all requests prior to his giving approval for the requested vacation period, within thirty (30) days of the submittal of the Captain's and his complete shift vacation request.

Section 6:

- a) The City shall allow employees to take single day vacations. A written

request must be submitted and approved by the Fire Chief or his designee. One half (1/2) of the total accrued vacation days if unused shall be added to the next calendar year accruals. This time is not eligible for payouts. The payout of vacation time upon separation from employment shall be limited to time that was earned and not used in the calendar year of separation.

- b) If an employee cancels vacation it shall be re-posted for availability.
- c) Single vacation days shall be allowed on a first come, first served basis.

Section 7: An employee shall be able to call between 7:00 a.m. and 8:00 a.m. for a vacation day; on the same day they are requesting a vacation day, as long as no overtime is created.

Section 8: The City shall allow vacations to be taken in ½ days, which must be taken 08:00 to 18:00 or 18:00 to 08:00. Subject to the Fire Chief or his designees' approval on a first come first serve basis.

Section 9: In the event an employee chooses to cancel a vacation day or days, they must submit their cancellation in writing to the O.I.C. their shift before the scheduled vacation day or days.

Section 10: Vacation time is recognized by the parties as compliance with Maine's Paid Leave Law (PLL) as enacted in 2020. The first forty (40) hours of vacation time earned annually may be used in smaller hourly increments and for any reason in compliance with PLL. For the first year of employment only, the first forty (40) hours of earned sick time may be used in compliance with this law.

ARTICLE 41 VALIDITY CLAUSE

Section 1: If any provision of this Agreement shall be contrary to, or inconsistent with, any provision of Federal or State Law, or any existing ordinance of the City of Biddeford, and thereby rendered invalid, such invalidity shall not affect the validity of the remaining provisions. Those portions of this Agreement affected shall be subject to be reopened by either party.

ARTICLE 42 WAGES and LONGEVITY

Section 1: Wage Rates:

The pay scale for unit employees is attached as Appendix C to this Agreement and will be provided through electronic direct deposited into employee's designated account(s).

Section 2: Probation Period: All new employees shall serve a probationary period of one year. If an employee is hired without Maine State Firefighter I & II, they must attend and pass the Maine State Firefighter I & II school as a condition of employment. During the probationary period an employee may be discharged without cause and have no right of appeal. If an employee is hired without Maine State Firefighter I & II, it is employee's responsibility to obtain the certification. The City will pay for the course and the necessary books and other training costs to assist but the time attending the classes will not be considered work hours if attended outside of their work shift assignment.

A probationary employee's shift assignment, or hours of work are to be determined by the Chief so as to best assess performance.

Section 3:

- a) All employees will be required to maintain their current EMS license level as a condition of hire. The rate of pay of that employee will be based on the actual active licenses held.
- b) The city agrees to make available the state required CEHs on duty for all EMS license levels. In the event a management approved class is off duty the employee will be compensated at their appropriate overtime rate.

Section 4: At the sole discretion of the City, newly hired Firefighters may be placed up to the applicable lateral entry level in the wage scale and vacation accrual for qualified candidates. A qualified candidate is defined as one that has previous experience and meets all of the conditions of hire. However, all other seniority and benefit issues shall be based on the actual date of hire. The City shall maintain a list of those members that have been granted lateral entry and shall provide the union with the list annually and whenever there is a change made on the list. All employee's that have been given lateral entry are listed in Appendix A.

Section 5: : Student Loan Repayment: Effective July 1, 2021, as an incentive to have Biddeford be an employer of choice, the City will offer a student loan repayment program.

- 1) All employees are eligible for up to five (5) years of student loan repayment incentive. Each employee is allowed only one five (5) year incentive during their career. Upon notification by the employee to the City and proper documentation to demonstrate compliance with the requirements, the City will make an annual payment directly to the employee as an education reimbursement payment, in line with any and all IRS regulations at that time. The payments shall not exceed one thousand two hundred dollars (\$1,200.00). The City, at the direction of the employee, will alternatively make payment directly to the loan provider.
- 2) Any employee elected to receive this benefit pledges at least ten (10) years of service to the community. If the employee leaves prior to the conclusion of their tenth year, the employee shall pay back to the City ten percent (10%) of the funds paid by the City for each complete year (or part thereof) that employee did not meet the ten-year requirement. For illustration only, if an employee worked 7.5 years for the city, they would owe thirty percent ($10 - 7 = 3 \times 10\% = 30\%$) of the funds paid on their behalf. The City is explicitly authorized to collect those funds upon notice by the employee of separation via the remaining pay unless the employee has otherwise covered the cost.

Section 6: Stipends: The following stipends will be added to the employee's base rate on a permanent basis for the assigned term:

Field Training Officer- +\$0.50 above applicable hourly rate

Field Training Coordinator- +\$0.75 above applicable hourly rate

ARTICLE 43 WORKING HOURS

Section 1: Union members shall work an average of a forty two (42) hour work week, as allowed by the FSLA section 7(k) exemption. The current shift consisting of an 8:00 a.m. to 8:00 a.m. daily with 24 hours on, followed by 72 hours off for the most senior forty (40) members based the seniority list shall transition to the follow shift effective June 30, 2023. All employees shall work a one day on, two days off, one day on, followed by four days off, subject to section 2 below.

Section 2: To accommodate peak response time issues, all employees hired in seniority position of 41 and higher may work a different schedule than section 1. Effective the date of the signing of the contract in 2020, all said employees would work the schedule outlines in section 1. However, the City may employ said employees on a four (4) work days of twelve hours shift to be followed by a four work days off. The employees will either work a day schedule for a period of three months or a night schedule for three months. For the following three month cycle the employees will switch to the opposite. The exact start and end times for the shifts must be consistent but will be established by the City. Once established, it can only be changes after meeting and consulting with the union and by giving a sixty (60) day notice of the same, unless mutually agreed to shorting the notice provision. The parties may by mutual agreement adjust this schedule to meet the demands.

Section 3: The City shall demonstrate a legitimate business need to implement the change in schedule for the least senior personnel as outlined in section 2 above. Said change are not to be made without a minimum of ninety (90) day notice by the City, unless otherwise agreed to by the union.

Section 4: These schedules are based on the Fair Labor Standards Act (FLSA) 7k exemption utilizing a twenty-eight (28) day period. For the purposes of overtime calculation, said employees are also on the forty-two (42) hour average work week and will be compensate at a rate of time and one-half for all hours of work over 42 hours.

Section 5: Regardless of the day of the week, each day shall be considered a normal workday, i.e. there is no ready alert differences, etc.

Section 5: The City shall set the schedule for per diem employees at their discretion.

ARTICLE 44 WORKERS COMPENSATION

Section 1: An employee who is entitled to workers compensation benefits, may elect to be paid at full pay by deducting from his accumulated sick leave 1/3 day for each day of workers compensation related absence.

Section 2: City may assign an employee who is receiving workers compensation benefits to light duty work in the Fire Department, or in any other City Department if there is no light duty work available within the Fire Department. This light duty work may be assigned during the hours of 8:00 a.m. to 5:00 p.m., Monday to Friday with the employee's doctor's approval or another mutually agreeable and beneficial schedule. The parties agree that should a hardship be created on the member because of the immediate change to new working hours under this section, a request may be made for a temporary delay of the effective date. Sick leave shall not be deducted from the employee for hours worked on light duty.

ARTICLE 45 WORKING OUT OF CLASSIFICATION

Section 1: Any employee covered by this Agreement who is required to accept the responsibility and carry out the duties of a position or rank above that which he normally holds, shall be paid at the rate for that position or rank while so acting, providing the Chief or Deputy Chiefs designate that employee.

Section 2: A Captain must be out for thirty (30) consecutive days or more due to sickness, injury, etc., before the Lieutenant acting in the Captain capacity receives the Captain rate of base pay. If the condition is met, the difference in pay shall be retroactive to the first day of the Captain absence.

ARTICLE 46 LABOR MANAGEMENT PARTNERSHIP

Section 1: The parties agree to establish and maintain a 'Labor Management Relationship' that will open a new era where the Union, the City, and the Fire Department and all Fire Department employees shall work together to create a workforce that highly motivated, multi-skilled, and technologically advanced to meet the ever-changing needs of the Fire Department and the City of Biddeford. Furthermore, the parties agree to implement this relationship with a firm commitment to avoid an adversarial relationship and work together towards developing and maintaining a quality labor-management relationship that fosters mutually beneficial outcomes. To this end, the parties agree to establish and maintain a labor-management partnership committee.

Section 2: The purpose of this Committee is to assist in developing a quality labor management relationship between the parties. The Committee is designed to provide a means for allowing the City, the Fire Department and the Union to become partners in identifying problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to these problems so that the mission of the Fire Department can be accomplished in the more cost effective manner, while striving to enhance the working conditions of all Fire Departments employees. The goals and objectives of this Committee are as follows:

- a) To further the Fire Department's mission by using the brain storming Process.

- b) Foster a more productive and cost-effective service for the citizens of Biddeford.
- c) Promote a better morale among all Fire Department employees.
- d) Enhance the working conditions for all Fire Department employees.

Section 3: Committee Structure and Conduct: The LMC shall consist of four (4) union representatives (as determined by union that include a Firefighter, Lieutenant and a Captain) and four representatives from the City (as determined by the City). Nothing in this agreement will restrict the parties from expanding or reducing size by inviting other department heads and/or other jurisdictions to assist the committee in meeting its goals and objectives. The Committee shall also have the authority to appoint sub-committees and/or working groups, either standing or temporary, to assist in addressing any of the matters properly raised to the committee and/or carry out its purpose. In addition, at the request of one or more of the committee members, subject matter experts or other persons may be requested to attend to offer advice and/or information on specific subjects.

All committee members, technical experts, sub-committee and working groups will demonstrate teamwork and cooperation. They will, at all times, keep all matters discussed confidential until the minutes of the committee are published, agreements executed, act in good faith dealing openly and honestly on all issues, striving to understand varying points of view, and contributing of the resolution of any conflicts that may arise. All participants will conduct themselves in a professional manner at all times.

Section 4. Committee Meetings and Agenda: The Committee shall meet on request of either partly and/or at least once a month to discuss all matters of mutual concern. The meeting format, meeting date/times, meeting duration, location, and agenda development will be determined by the committee at their 1st meeting. Nothing herein prevents the LMC from meeting to address urgent matters as needed. Either party can request to schedule an urgent LMC meeting at the earliest possible date/time as agreed to by the parties.

Section 5: Minutes: The parties agree that committee minutes will be maintained of all meetings and will be published as determined by the committee. The minutes of the committee will only reflect what was done and not what was said.

Section 6: Information and Data: The parties agree, that both labor and management will provide whatever information and/or data they control or have access to that is necessary and relevant for all committee and sub-committee members to have a full and complete understanding of the facts relating to the issues before the in order to fulfill their respective representational responsibilities and to make informed decisions while serving on the labor-management committee.

Section 7: Decisions:

- a) Decision making within the labor management committee shall be based on consensus. For the purpose of this agreement, consensus is defined as a unanimous decision of ‘all’ representatives present at the meeting. The parties

must ensure that all issue(s) are fully discussed prior to reaching a decision. Once a decision is reached, it shall be supported by all members of the committee.

- b) If consensus is not reached, the issue(s) may be submitted for bargaining as appropriate through normal negotiation procedures pursuant to the terms and conditions of the CBA. Though the parties' will strive to address their issues and/or resolve their conflicts through the labor-management committee, submission to the committee does not constitute an exhaustion requirement with respect to any of the parties' statutory or contractual rights.
- c) All decisions of the committee that are reached by consensus will be binding on the parties. The parties agree that labor/management committee, decisions, arrive at through consensuses, constitute waivers of any rights that may exist to seek redress of that matter through any other form, except as may be prohibited by law. All agreement reached by the committee will be signed by all members of the committee. The parties agree that under no circumstances shall an agreement reach the committee modify the current CBA.
- d) All decisions of the LMC will be published jointly. All decisions will be posted for a thirty (30) day period on all official bulletin boards as a result of the committee's actions.
- e) Some issues, such as critical SOP's must be adopted in timely basis in order to protect the members, the public and the city. While every attempt will made to use this process whenever possible, the City reserves the right to implement any SOP that it deems critical, subject to this agreement. In those cases, the union reserves the right to use the traditional grievance process as outlined in Article 15 of this agreement.
- f) If an issue that has not been resolved by this process within thirty (30) days or did not conclude with a consensus agreement, management may implement its proposed resolution, subject to the terms and conditions of this Agreement notwithstanding this Article, unless otherwise mutually agreed to for a longer period.

ARTICLE 47

PHYSICAL EXAMINATIONS, PHYSICAL FITNESS & FITNESS OF DUTIES

Section 1: Wellness/Fitness Initiatives: The Parties through their labor-management committee will implement a medical, wellness and physical fitness program for unit employees to obtain/maintain a level of wellness/fitness consistent with the duties he or she may be called upon to perform. The parties agree to develop the necessary Standard Operating Procedure[s] for implementing the terms and conditions of this article. The Program while utilizing the IAFF/IAFC Program as a guide and/or reference shall include but not be limited to the following:

- Identify Occupational Healthcare Provider
- Medical Evaluation & Surveillance & Behavioral Health Issues

- Immunization/Inoculations Section/Requirements
- Fitness Initiative
- Injury/Illness and Medical Rehabilitation [Return to Work Program]
- Other programs as agreed by the parties

Section 2: The parties recognize the importance of members of the department being physically able to meet the demands of the job, as measured by the Physical Agility Test (PAT) required for new hires. All members are encouraged to participate in annual open administration of the PAT, usually to be administered in October. The date of the exam will be posted at least thirty (30) days in advance. Participation is strictly voluntary and not considered hours work. However, any employee that successfully passes the exam shall be entitled to a seven hundred and fifty (\$750.00) dollar incentive.

Section 3: Behavioral Health Check-ins: The Parties recognize that the stress of emergency response positions is exposed to be considerable daily and over the course of the career. Further, the overall wellness is critical for all unit employees to perform their best and balance life with work. To this end, the Parties have created the “Annual Behavioral Health Check-in Policy.” This policy will require all career emergency response personnel within the Biddeford Fire Department to attend at least one check-in per calendar year with a behavioral health professional of their choosing. Employees will provide the required documentation to demonstrate compliance annually prior to December 15 of any given year.

Section 4: Cancer Screening: The City will cover the cost of a third-party cancer screening initially and for every willing employee every two-three (2-3) years, as may be advisable per current medical guidance.

ARTICLE 48 TERM OF AGREEMENT

Section 1: This Agreement shall be effective from July 1, 2025 and continue in full force and effect until June 30, 2028 or until a new Agreement is signed, whichever is later. The execution of this Agreement shall serve as the required 120-day notice to negotiate a successor Collective Bargaining Agreement in accordance with Title 26, M.R.S.A., Chapter 9A Sec.965E.

Section 2: Negotiations shall commence ninety (90) days prior to the expiration of this Agreement. The parties have hereby caused their names to be subscribed by their duly authorized representatives of this day and year.

Signed in Biddeford, Maine this ____ day of June, 2025

For the Union:

For the City:

Robert Mertz, President

Brian Phinney, Acting City Manager

Adam Scheppard, Vice-President

Steven Szostek, Secretary

Derick Ouellette, Treasurer

APPENDIX A- LATERAL ENTRY

LATERAL HIRES AND VACATION ACCUMULATION

Effective the amendment date the July 1, 2023 to June 30, 2025 contract, the following unit members have been granted lateral entry for the purpose of pay and vacation accumulation. The parties agree to keep an accurate and timely listing of all other unit members that may also be granted lateral entry during the life of this contract.

Name	BFD Anniversary Date	DOH Lateral Entry Credit
Robert Boyd	April 18, 2023	April 18, 2022
Vincenzo Carciofolo	April 18, 2023	April 18, 2022
Michael Carey	May 9, 2022	May 9, 2019
Nehemiah Chase	October 18, 2021	October 18, 2018
Alexander Dorow	August 6, 2018	August 6, 2016
Adam Francis	October 18, 2021	October 18, 2018
Richard Hartley	April 18, 2023	April 18, 2007
Daniel Molloy	May 5, 2022	May 5, 2019
Monica Powers	January 17, 2023	January 17, 2022
Andrew Stevenson	October 5, 2010	October 5, 2001
Joshua Smith	July 6, 2021	July 6, 2012
Steven Speckin	April 18, 2023	April 18, 2021
Jonathan Wardwell	September 6, 2022	September 6, 2019
David Wright	September 6, 2022	September 6, 2018

APPENDIX B- SPECIAL HIRING CONDITIONS

Consistent with Article 31, Section 4e, the following members have been hired with special conditions to obtain certain medical licenses and/or firefighter certifications. These said licenses/conditions have been agreed to the City and the Union (on behalf of the individual member). To the degree that the conditions are inconsistent with balance of the contract, these individual conditions, outlined in writing at the time of hiring, shall prevail. The following members at the time of the signing of the contract modification (February 2024), are subject to this Appendix. Since this is a dynamic list that changes from time to time, inclusion or non-inclusion on the list does not change the members' responsibility(s) but is merely used a convenient location to capture impacted members.

Michael Carey
Nehemiah Chase
Matthew Cleary
Daniel DeFiore
Zachary Face
Adam Francis
Dalton Marriott
Henry Wierda
David Wright

APPENDIX C- WAGE SCALES

a. The pay scale effective July 1, 2025 shall be:

7/1/2025 Wage Scale (3.5% increase)										
Firefighter	Start	2 Years	3 Years	5 Years	7 Years	9 Years	12 Years	15 Years	20 Years	25 Years
Basic	\$25.69	\$26.75	\$28.90	\$29.96	\$31.04	\$31.57	\$32.11	\$32.64	\$33.17	\$34.33
Advanced/CC	\$28.36	\$29.44	\$31.57	\$32.64	\$33.71	\$34.25	\$34.79	\$35.31	\$35.85	\$37.11
Paramedic	\$31.04	\$32.11	\$34.25	\$35.31	\$36.39	\$36.92	\$37.46	\$37.99	\$38.52	\$39.87
Lieutenant	Start	1 Years	2 Years	3 Years	5 Years	7 Years	9 Years			
Basic	\$34.13	\$34.72	\$35.31	\$35.90	\$36.49	\$37.02	\$37.55			
Advanced/CC	\$37.08	\$37.67	\$38.26	\$38.84	\$39.43	\$39.96	\$40.49			
Paramedic	\$40.02	\$40.61	\$41.20	\$41.79	\$42.38	\$42.91	\$43.44			
Captain	Start	1 Years	2 Years	3 Years	5 Years	7 Years	9 Years			
Basic	\$39.26	\$39.94	\$40.61	\$41.29	\$41.97	\$42.50	\$43.03			
Advanced/CC	\$42.64	\$43.33	\$44.00	\$44.67	\$45.35	\$45.88	\$46.41			
Paramedic	\$46.03	\$46.71	\$47.38	\$48.06	\$48.74	\$49.27	\$49.80			
Per-Diem	Start	2 Years	3 Years	6 Years	8 Years	12 Years				
Firefighter- Basic	\$21.83	\$22.74	\$24.56	\$25.47	\$26.38	\$26.84				
Advanced/CC	\$24.11	\$25.02	\$26.84	\$27.75	\$28.66	\$29.10				
Paramedic	\$26.38	\$27.29	\$29.10	\$30.02	\$30.93	\$31.38				

b. The pay scale effective July 1, 2026 shall be:

7/1/2026 Wage Scale (4% increase)										
Firefighter	Start	2 Years	3 Years	5 Years	7 Years	9 Years	12 Years	15 Years	20 Years	25 Years
Basic	\$26.72	\$27.82	\$30.05	\$31.16	\$32.28	\$32.83	\$33.39	\$33.95	\$34.50	\$35.71
Advanced/CC	\$29.49	\$30.61	\$32.83	\$33.95	\$35.06	\$35.62	\$36.18	\$36.73	\$37.29	\$38.59
Paramedic	\$32.28	\$33.39	\$35.62	\$36.73	\$37.85	\$38.40	\$38.95	\$39.51	\$40.06	\$41.47
Lieutenant	Start	1 Years	2 Years	3 Years	5 Years	7 Years	9 Years			
Basic	\$35.50	\$36.11	\$36.73	\$37.34	\$37.95	\$38.51	\$39.06			
Advanced/CC	\$38.57	\$39.18	\$39.79	\$40.40	\$41.01	\$41.56	\$42.11			
Paramedic	\$41.62	\$42.24	\$42.85	\$43.47	\$44.08	\$44.63	\$45.18			
Captain	Start	1 Years	2 Years	3 Years	5 Years	7 Years	9 Years			
Basic	\$40.83	\$41.54	\$42.24	\$42.94	\$43.65	\$44.20	\$44.75			
Advanced/CC	\$44.35	\$45.06	\$45.76	\$46.46	\$47.17	\$47.72	\$48.27			
Paramedic	\$47.87	\$48.58	\$49.28	\$49.98	\$50.69	\$51.24	\$51.79			
Per-Diem	Start	2 Years	3 Years	6 Years	8 Years	12 Years				
Firefighter-Basic	\$22.70	\$23.65	\$25.54	\$26.49	\$27.44	\$27.91				
Advanced/CC	\$25.07	\$26.02	\$27.91	\$28.86	\$29.81	\$30.27				
Paramedic	\$27.44	\$28.38	\$30.27	\$31.22	\$32.16	\$32.64				

c. The pay scale effective July 1, 2027 shall be:

7/1/2027 Wage Scale (4.5% increase)										
Firefighter	Start	2 Years	3 Years	5 Years	7 Years	9 Years	12 Years	15 Years	20 Years	25 Years
Basic	\$27.92	\$29.08	\$31.41	\$32.56	\$33.73	\$34.31	\$34.89	\$35.48	\$36.05	\$37.31
Advanced/CC	\$30.82	\$31.99	\$34.31	\$35.48	\$36.64	\$37.22	\$37.81	\$38.38	\$38.96	\$40.33
Paramedic	\$33.73	\$34.89	\$37.22	\$38.38	\$39.55	\$40.12	\$40.71	\$41.29	\$41.87	\$43.33
Lieutenant	Start	1 Years	2 Years	3 Years	5 Years	7 Years	9 Years			
Basic	\$37.10	\$37.74	\$38.38	\$39.02	\$39.66	\$40.24	\$40.81			
Advanced/CC	\$40.30	\$40.94	\$41.59	\$42.22	\$42.86	\$43.43	\$44.01			
Paramedic	\$43.50	\$44.14	\$44.78	\$45.42	\$46.06	\$46.64	\$47.21			
Captain	Start	1 Years	2 Years	3 Years	5 Years	7 Years	9 Years			
Basic	\$42.67	\$43.41	\$44.14	\$44.87	\$45.61	\$46.19	\$46.76			
Advanced/CC	\$46.34	\$47.09	\$47.82	\$48.55	\$49.29	\$49.87	\$50.44			
Paramedic	\$50.02	\$50.76	\$51.50	\$52.23	\$52.97	\$53.54	\$54.12			
Per-Diem	Start	2 Years	3 Years	6 Years	8 Years	12 Years				
Firefighter-Basic	\$23.72	\$24.71	\$26.69	\$27.68	\$28.67	\$29.17				
Advanced/CC	\$26.20	\$27.19	\$29.17	\$30.16	\$31.15	\$31.63				
Paramedic	\$28.67	\$29.66	\$31.63	\$32.62	\$33.61	\$34.11				



City Council

Meeting Date: June 17, 2025
Meeting Time: 6:00 PM
Agenda Item No: 10.b
Item Description: 2025.77 Approval PW Rec Bus
Submitted By: Jeff Demers (Director of Public Works)

Supporting Information/Documentation:

Approval Recreation Bus (FY25 CIP) - ORDER, Recreation Bus Vehicle Quotation - REFERENCE, Recreation Bus Specifications - REFERENCE

Key Terms:

Purchase of New Thomas 14 Passenger ADA lift Bus

Executive Summary:

The Recreation Department is looking to purchasing a new Thomas Chevy Minotour bus.

Detailed Review:

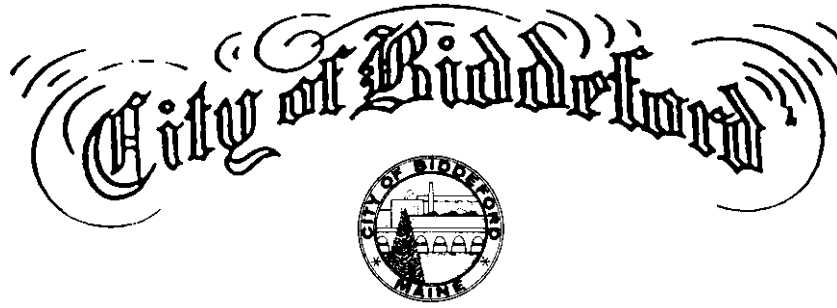
The Recreation Department is looking for approval to purchase a Thomas 14-passenger Chevy Minotour ADA Lift System Bus. This bus will replace the existing bus, being a 2009 V2 Thomas. Thomas is the primary model of bus throughout the school system. This allows inventory and parts to stay standard for the fleet.

Funding Source:

Complete unit not to exceed \$104,650. Funds for this vehicle were approved in the 2025 Capital Vehicle plan.

Staff Recommendation:

The 2009 V2 Thomas bus has lived its existence. Time to replace due to age and condition of the vehicle.



2025.77

IN BOARD OF CITY COUNCIL... June 17, 2025

BE IT ORDERED, that the City Council approves the purchase of (1) 2024 Chevy 12 passenger/Ada lift assessable bus for a total sum of \$104.650. Funds for this purchase are in FY 25 CIP Recreation Bus.

Note: This purchase will be charged to FY25 CIP 21204-60900 Project Code 42201

Attest by: _____



Customer Quotation

Prepared For:

JERRY COURT
CITY OF BIDDEFORD

Prepared By :

BRIAN CRESSEY
W. C. CRESSEY AND SON, INC.
2 COMMERCE DRIVE
KENNEBUNK, ME 04043

Quote Number:
403510

Quote Date:
4/9/2025

Customer Order No:
159 3pt sbr 14

Model Profile: Minotour DRW 051MS

Product Type: School Transportation
Year: 2024
Chassis Model: CG33803
Chassis MFG: CHEV
GVWR: GVWR
Passenger Capacity: 14 OR 12 + 1 W/C
Headroom: 73
Wheelbase: 159
Brake Type: HYDRAULIC
Engine Type: GM V8 GASOLINE, 8 Cyl, 401 HP, 5200 RPM
Fuel Type: GASOLINE
Fuel Tank Capacity: 33
Transmission Type: AUTOMATIC
Axle, Front: 4300-lb Capacity
Axle, Rear: 8600-lb Capacity
Tires, Front: LT225/75R16E
Tires, Rear: LT225/75R16E
Suspension Front: SPRING
Suspension Rear : SPRING

Total for 1 complete unit(s): \$104,650

Includes the Following Equipment:**BODY****ACCESSORIES**

- 1 [B583000000] CERTIFICATE HOLDER - 4" X 6"
- 1 ADD RIGHT SIDE LIFT DOOR, BRAUN LIFT AND TIE DOWN AT LEFT REAR, INCLUDES REQUIRED INTERLOCK AND TIE DOWN KIT

CERTIFICATION/SAFETY

- 1 [B202001000] FIRE EXTINGUISHER - 5 LB.
- 1 [B2050TX000] KIT - FIRST AID, 24 UNIT
- 1 [B2060US000] KIT - BODY FLUID CLEAN-UP, COMPLIES W/NAT MINIMUM STANDARDS
- 1 [B209006000] REFLECTORIZED TRIANGLES-(3) ON DRIVER'S COMPARTMENT FLOOR
- 1 [B281300000] INTERIOR REAR SURVEILLANCE MIRROR
- 1 [B284104002] ACCUSTYLE - DRW, HEATED, MANUAL - GM
- 1 [B287101007] GM-SRW/DRW, HEATED, HAWKEYE
- 1 [B293200000] OMIT STOP SIGNAL
- 1 [B582000000] LABEL - QR, VEHICLE DATA
- 1 [B583175000] LABEL - U.S. CERTIFICATION
- 1 [B599900000] MULTI FUNCTIONAL SCHOOL ACTIVITY BUS - MFSAB
- 1 [B599900004] APPLICATION - MY BUS

DOORS

- 1 [B502003000] MANUAL DOOR CONTROL - MINOTOUR
- 1 [B50360M005] MANUAL ENTRANCE DOOR-NO VANDALOCK
- 1 [B518502000] VANDALOCK - REAR EMERGENCY DOOR WITH INTERLOCK & BARREL BOLT
- 1 [B521004000] STRAP HINGES REAR EMERGENCY DOOR

ELECTRICAL - BODY

- 1 [B231013000] BACKING ALARM - HEAVY DUTY - 97DB
- 1 [B259116002] ZONAR - NONE
- 1 [B302004000] BREAKERS - MANUAL RESET
- 1 [B320208051] LAMPS-DOME, LED - MINOTOUR
- 1 [B323010000] LED DRIVER'S DOME LIGHT-MINO
- 1 [B329000000] STEP LIGHT SWITCH
- 1 [B336002000] LAMPS-STOP/TAIL/DIRECTIONAL AMBER/REVERSE LED
- 1 [B343100002] SIDE DIRECTIONAL-PIN AMBER TURN,FRONT,FLOOR LINE
- 1 [B358300000] OMIT WARNING LIGHTS SYSTEM
- 1 [B364053000] MARKER/ID LAMPS - LED PIN TYPE

EXTERIOR

- 1 [B151300000] EXTERNAL STEP DRIVER'S SIDE
- 1 [D505302051] UNDERCOATING-UNDERGUARD

HVAC

- 1 [B411321000] HEATER SHUT-OFF VALVES - 1ST WINDOW SECTION,LS
- 1 [B412020030] 50,000 BTU HEATER - 20TH SECTION RIGHT SIDE (MINOTOUR)
- 1 [B815903200] CARRIER AC-5W13T 53,000 BTU SYSTEM-IN WALL, (GM OEM/IN-DASH)

INTERIOR

- 1 [B153528051] BLACK KOROSEAL ONE PIECE FLOOR COVERING - 13" CENTER AISLE
- 1 [B157165500] BLACK KOROSEAL VINYL FLOOR VESTIBULE - GM
- 1 [B158000051] PLYWOOD FLOOR 5/8" THICKNESS
- 1 [B533610051] ACOUSTIC HEADLINING - COMPLETE (28.5" HIGH ALUM SPLIT SASH)

MISC

- 1 [A200100000] PDI IDENTIFIER-DEALER PERFORMED
- 1 [B583180000] OMIT MINOTOUR BRAND LABEL
- 1 [B595911000] 2009 GMC DEALER PDI
- 1 [B599905000] STANDARD BUILD - NOT CONVERSION
- 1 [TB-001-384] MINOTOUR DRW

PAINT/LETTERING

- 1 [A000000058] DECAL-UNITED AUTO WORKERS
- 1 [B143600000] DELETE DIE CAST THOMAS LOGO PACKAGE-COMPLETE
- 1 [B144022000] DECAL-UNLEADED FUEL ONLY
- 1 [B145001000] DELETE THOMAS LOGO
- 1 [B147515001] WHITE REFLEXITE - PERIMETER OF REAR EMERGENCY DOOR
- 1 [D5061SC051] PAINT-EXT WDO AREA SAME AS BODY
- 1 [D5063SC000] PAINT-EXT GRD RAIL @ WDO SAME AS BODY
- 1 [D5064SC000] PAINT-EXT GRD RAIL @ SEAT SAME AS BODY
- 1 [D5065SC000] PAINT-EXT GRD RAIL @ FLOOR SAME AS BODY
- 1 [D5066SC000] PAINT-EXT GRD RAIL @ SKRT SAME AS BODY
- 1 [D506747001] PAINT-EXT BUMPER REAR BLACK
- 1 [D510643000] PAINT-SOLID COLOR GM WHITE

SEATS

- 1 [B214501000] SEAT BELT CUTTER - TIE TECH
- 1 [B620036090] KICK PLATE/MODESTY PANEL-36"VERT, WALL-MTD BARRIER,RT SIDE
- 1 [B640136200] 36" BARR-VERT,WALL MT 45"H RS 2009
- 1 [B640236000] 36"8DEG BARR-REV. WALL-MT 45"H 2009
- 2 [B660025121] PROFORM EDO GRAY UPHOLSTERY-45"HIGH RECESSED BARRIER
- 7 [D95040P166] FIREBLOCK GRAY UPHOLSTERY - IMMI SBR PASSENGER SEAT
- 1 [D950A00000] HARDWARE-SBR WALL MOUNT C2/MINO
- 3 [D952136000] IMMI SBR 36" LS WALL MNT 3PT 2POS
- 4 [D952236000] IMMI SBR 36" RS WALL MNT 3PT 2POS

WINDOWS/GLASS

- 1 [B132400000] STANDARD SASH MILL FINISH
- 1 [B161101051] TINTED TEMPERED GLASS - COMPLETE
- 1 [B183018000] GLASS-ENTRANCE DOOR, CLEAR TEMPERED,UPPER & LOWER
- 8 [B700701002] TINT TEMP GLASS-COMP (28.5")
- 2 [B700702002] TINT TEMP GLASS-COMP(28.5")+10
- 1 [B700900003] WINDOW STOPS (12")

OTHER

- 1 [A000015051] SURCHARGE-RAW MATERIAL (STEEL)
- 1 [B231019000] BACK-UP CAMERA SYSTEM - BLACK
- 1 [B259210000] POWER OUTLET - (2) USB MINO
- 1 [B329611000] LIGHT-LED STEPWELL - MINO

- 1 [B413020051] HEATER HOSE - BLUE STRIPE, UNDER FLOOR, RR WALL, 1ST SECT RS
- 1 [B525281001] HATCH-RF ESC SPEC ADVANTAGE H1975-025-111 ENGLISH (1)
- 1 [B548987001] MINOT DRW 12,300 GVWR(GMC/CHEVY)6.6L GASOLINE 159"WB
- 1 [B599374001] BODY ADJUSTMENT - MY2024 GM DRW- GAS

CHASSIS

WHEELS AND TIRES

- 1 [A000000124] TIRE- SPARE NONE

Meets all FMVSS requirements in effect at the time of manufacture.

Total for 1 complete unit(s):

Delivery Cost:

Additional options you may want to consider:

[ADDITIONAL EQUIPMENT]

\$ [COST]

Terms and Conditions:

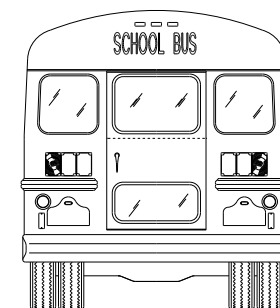
Quote Expires:

Customer Signature: _____ Date: _____

Dealer Signature: _____ Date: _____

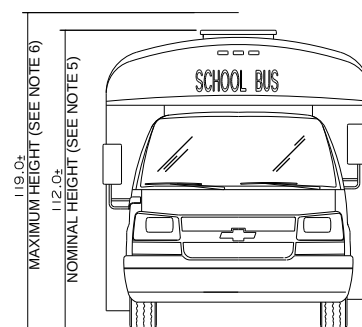
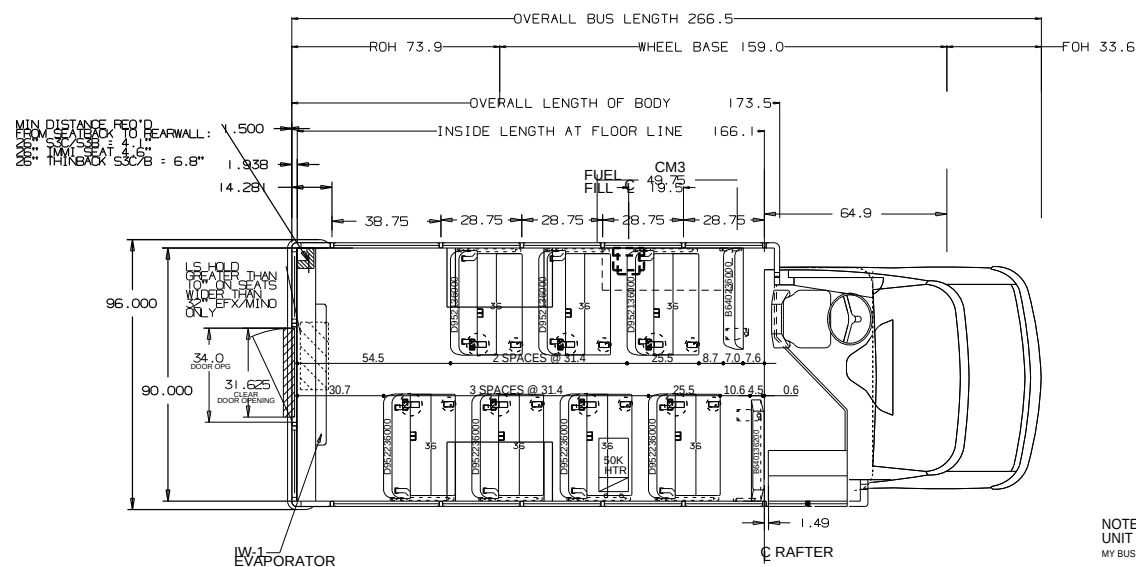
AttachedDetail

A detailed line drawing of a Thomas bus chassis, model 1513-00-000. The drawing shows the front and side profile of the vehicle. It features a large front grille with the 'Thomas' logo, a prominent front bumper, and a large side door. The chassis is equipped with multiple windows along the side and a large rear window. The model number '1513-00-000' is printed at the bottom of the drawing.



CAUTION! - LEFT SIDE BARRIER IS NOT IN STANDARD LOCATION, SEE SEATING PLAN.

CAUTION! - RIGHT SIDE BARRIER IS NOT IN STANDARD LOCATION, SEE SEATING PLAN.



NOTES:
UNIT EQUIPPED WITH PLYWOOD FLOOR
MY BUS VEHICLE - NO CONFIGURATOR CHANGES ALLOWED

ALL DIMENSIONS ARE
FOR REFERENCE ONLY

GENERAL NOTES

1. SOME ITEMS, SUCH AS CY MIRRORS, ROOF LUGGAGE RACKS, AND OTHER ITEMS, ARE SHOWN IN ONE VIEW ONLY FOR CLARITY.
2. DRAWING A REPRESENTATION ONLY AND MAY NOT HAVE ALL ITEMS REQUIRED.
3. PLACE THE CLEARANCE BETWEEN BOTTOM OF BUS OR BOTTOM OF UNDERBODY COMPARTMENTS AND GROUND WILL VARY ACCORDING TO TIRE SIZE, BUS LOAD, AND SUSPENSION TYPE.
4. THE MAXIMUM WIDTH AT BELT LINE OVER GUARD RAIL.
5. THE NOMINAL BUS HEIGHT IS BASED ON A STANDARD BODY AND LARGEST TIRE SIZE.
6. THE NOMINAL BUS HEIGHT IS BASED ON BODY WITH OPTIONS SUCH AS AC UNITS, STROBE LIGHT, LAMP, SUSPENSION, ETC.
7. "OVER BUMPER" DIMENSION DOES NOT TAKE INTO ACCOUNT OPTIONS THAT MAY ADD TO THE TOTAL LENGTH OF THE BUS, SUCH AS MIRRORS, LIGHTS AND CROSSING ARMS.

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THOMAS BUILT BUSES, INC.
HIGH POINT, NC

TITLE	PLAN AND ELEVATION BODY 051MS
-------	----------------------------------

DRN:01-04-24 BY:T. Dean	SIZE	DWG. NO.
SCALE 3/8"=1'-2"	Page 108573508	108573508

Model: Minotour DRW
Quote Number: 403510
Locality: ME

SIDE	ROW	SPACING	KNEE ROOM
LEFT		31.4	29.9
RIGHT		31.4	29.9

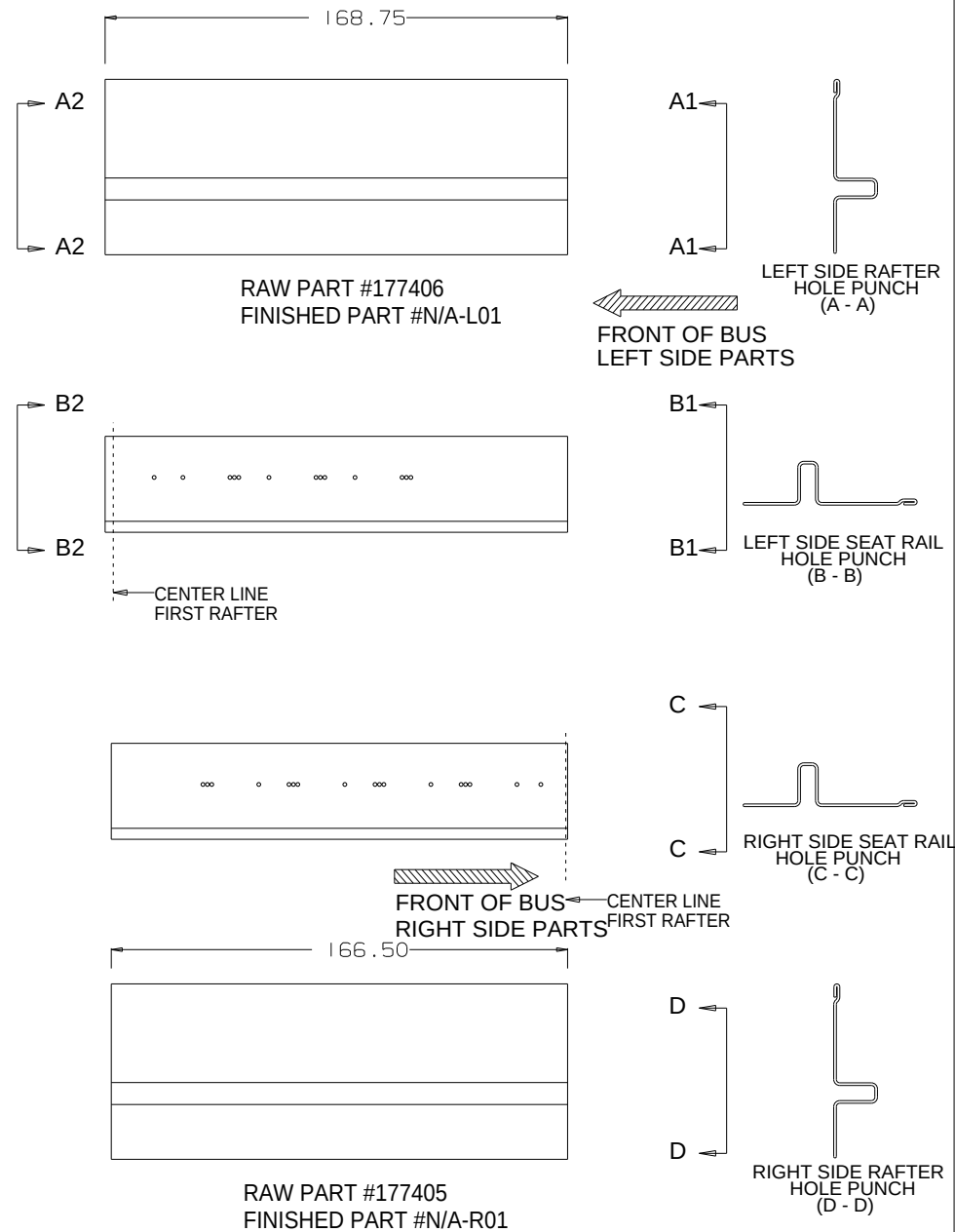
THOMAS BUILT BUSES, INC
HIGH POINT, NC

TITLE	PLAN AND ELEVATION BODY 051MS
-------	----------------------------------

DRN:01-04-24 BY:T. Dean	SIZE	DWG. NO.
SCALE 3/8"=1'-2"	Page 108573508	108573508

Program Version: 23.11.4.1

LEFT SIDE SEAT HOLES			RIGHT SIDE SEAT HOLES		
HOLE	DIM "B1"	DIM "B2"	HOLE	DIM "C"	
1	57.182	111.568	1	9.756	
2	58.802	109.948	2	18.476	
3	60.402	108.348	3	35.636	
4	77.562	91.188	4	37.236	
5	88.582	80.168	5	38.856	
6	90.202	78.548	6	49.877	
7	91.802	76.948	7	67.037	
8	108.962	59.788	8	68.636	
9	119.982	48.768	9	70.257	
10	121.602	47.148	10	81.276	
11	123.202	45.548	11	98.436	
12	140.362	28.388	12	100.036	
13	150.862	17.888	13	101.656	
			14	112.677	
			15	129.837	
			16	131.437	
			17	133.057	



ALL DIMENSIONS ARE
FOR REFERENCE ONLY

Model: Minotour DRW
Quote Number: 403510
Locality: ME

GENERAL NOTES

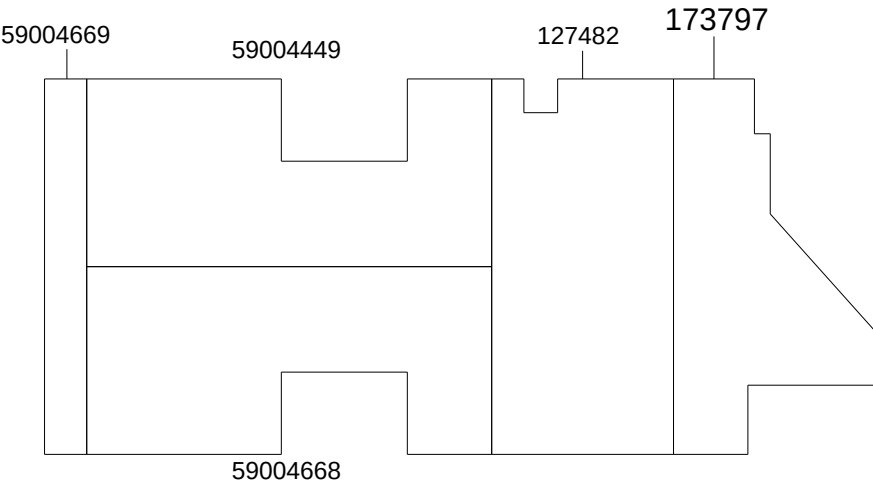
1. SOME ITEMS, SUCH AS CV MIRRORS, ROOF LUGGAGE RACKS, AND OTHER ITEMS, ARE SHOWN IN ONE VIEW ONLY FOR CLARITY.
2. THIS DRAWING IS A REPRESENTATION ONLY AND MAY NOT HAVE ALL ITEMS REQUIRED. PLEASE REFER TO ORDERING.
3. THE CLEARANCE BETWEEN BOTTOM OF BUS OR BOTTOM OF UNDERBODY COMPARTMENTS AND GROUND WILL VARY ACCORDING TO TIRE SIZE, BUS LOAD, AND SUSPENSION TYPE.
4. THE MAXIMUM WIDTH AT BELT LINE OVER GUARD RAILS IS 96".

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THOMAS BUILT BUSES, INC.
HIGH POINT, NC WOODSTOCK, CANADA

TITLE
SEAR RAIL - MINOTOUR
BODY 051MS

DRN: 01-04-24 BY: T. Dean SIZE: DWG. NO.:
SCALE: 3/8"=1'-0" **Page 1 of 1** **108573508**



RAW PART	CUSTOM PART	QTY
173797		
127482		
59004449		
59004668		
59004669		

ALL DIMENSIONS ARE FOR REFERENCE ONLY

- GENERAL NOTES
1. SOME ITEMS, SUCH AS CV MIRRORS, ROOF LUGGAGE RACKS, AND OTHER ITEMS, ARE SHOWN IN ONE VIEW ONLY FOR CLARITY.

2. THIS DRAWING IS A REPRESENTATION ONLY AND MAY NOT HAVE ALL ITEMS REQUIRED. PLEASE REFER TO ORDERING.

3. THE CLEARANCE BETWEEN BOTTOM OF BUS OR BOTTOM OF UNDERBODY COMPARTMENTS AND GROUND WILL VARY ACCORDING TO TIRE SIZE, BUS LOAD, AND SUSPENSION TYPE.

4. THE MAXIMUM WIDTH AT BELT LINE OVER GUARD RAILS IS 96".

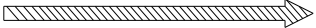
5. THE NOMINAL BUS HEIGHT IS BASED ON A STANDARD 8'6" TALL DRIVER.

6. THE MAXIMUM BUS HEIGHT IS BASED ON BODY WITH OPTIONS SUCH AS A/C UNITS, STROBE LIGHT, LARGEST SUSPENSION ETC.

7. "OVER BUMPER" DIMENSION DOES NOT TAKE INTO ACCOUNT OPTIONS THAT MAY ADD TO THE TOTAL LENGTH OF THE BUS, SUCH AS MIRRORS, LIGHTS AND CROSSING ARMS.
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FRONT OF BUS



Model: Minotour DRW
Quote Number: 403510
Locality: ME

THOMAS BUILT BUSES,INC
HIGH POINT,NC

TITLE

PLYWOOD FLOOR
BODY 051MS

DRN:01-04-24

BY:T. Dean

SIZE

DWG. NO.

SCALE: 3/8"=1'-0"

Page 1 of 1

18573508

***** WEIGHT O.K. *****

SEATINGPLAN: 885732
 ORDER NO: 403510
 YARD NO:
 BODY MODEL: 051MS
 CHASSIS MAKE: CHEV
 WHEELBASE: 159.0
 DATE: 01-04-24
 TIME: 10:44:58

Weight Summary	Front	%Front	Rear	%Rear	Total
Total Weight	4081.25	39%	6481.75	61%	10563.00
Allowables	4300.00		8600.00		12300.00
Unladen	3671.39	42%	5061.61	58%	8733.00
Base Body	487.62		2494.38		2982.00
Body Options	183.77		717.23		901.00
Base Chassis	3000.00		1850.00		4850.00
Chassis Options	0.00		0.00		0.00
Passenger	409.86		1420.14		1830.00
State Special	0.00		0.00		0.00

NOTES:

 * THE WEIGHT AND AXLE RATINGS IN THIS REPORT APPLY ONLY TO *
 * ORDER NO. 403510 AND REFERENCE SEATING PLAN 885732 *
 * ANY OPTIONS EXCEEDING 20 LBS. OR SEATING PLAN CHANGES NOT ON *
 * THIS REPORT OR MADE AFTER THE SUBMISSION DATE AND TIME WILL *
 * NULLIFY RESPONSIBILITY OF THOMAS BUILT BUSES ENGINEERING *
 * DEPARTMENT OF THE SAFE OPERATION OF THE VEHICLE *

* THIS SHEET MUST ACCOMPANY ORIGINAL ORDER.
 SIGNATURE OF ENGINEERING APPROVAL:

Sullivan, Lynne

***** BODY OPTIONS *****

Option	Description	Front	Rear	Total
B151300000	EXTERNAL STEP DRIVER'S SIDE	14.97	5.03	20.00
B158000051	PLYWOOD FLOOR 5/8" THICKNESS	12.51	27.49	40.00
B202001000	FIRE EXTINGUISHER 5 LB.	4.91	0.09	5.00
B2050TX000	KIT-FIRST AID,24 UNIT,TEXAS	4.00	0.00	4.00
B2060US000	KIT-BODY FLUID CLEAN,NAT MIN	2.98	0.02	3.00
B209006000	REFL TRIANGLES 3-DRVR'S COMPT	10.79	0.21	11.00
B231013000	BACKING ALARM-HEAVY DUTY-97DB	2.00	0.00	2.00
B231019000	BACK-UP CAMERA SYSTEM - BLACK	1.00	0.00	1.00
B284104002	ACCUSTYLE-DRW,HTD,MAN-GM	9.12	0.88	10.00
B320208051	LPS-DOME, LED - MINOTOUR	8.00	0.00	8.00
B323010000	LED DRIVER'S DOME LIGHT-MINO	2.00	0.00	2.00
B412020030	50,000 BTU HEATER-RS	4.56	11.44	16.00
B50360M005	MANUAL ENT DOOR-NO VANDALOCK	9.77	4.23	14.00
B518502000	VNDLK-RED W/INTLK& BARREL BOLT	-0.88	2.88	2.00
B525281001	HATCH-RF ESC ADV ENGLISH (1)	2.10	12.90	15.00
B640136200	36" BARR-VERT,WALL MT 45"H RS RIGHT SIDE	17.36	12.64	30.00
B640236000	36"8DEG BARR-REV. WALL-MT 45"H LEFT SIDE	15.90	14.10	30.00
D952136000	SBR 36 LS WALL 3PT2 LEFT SIDE	29.88	47.12	77.00
D952136000	SBR 36 LS WALL 3PT2 LEFT SIDE	14.67	62.33	77.00
D952136000	SBR 36 LS WALL 3PT2 LEFT SIDE	-0.53	77.53	77.00
D952236000	SBR 36 RS WALL 3PT2 RIGHT SIDE	33.56	43.44	77.00
D952236000	SBR 36 RS WALL 3PT2 RIGHT SIDE	18.35	58.65	77.00
D952236000	SBR 36 RS WALL 3PT2 RIGHT SIDE	3.15	73.85	77.00

D952236000	SBR 36 RS WALL 3PT2 RIGHT SIDE	-12.06	89.06	77.00
STD0MDSEAT	STANDARD DRIVERS SEAT FOR MINOTOUR DRW	0.00	0.00	0.00 **
STDMA3CM3L	MINOTOUR AC CONDENSER CM3 LEFT SIDE MT	36.64	61.36	98.00
STDMA3IW1C	MINO AC EVAPORATOR IW-1 CTR MT	-60.98	111.98	51.00

Body Option Total		183.77	717.23	901.00

***** CHASSIS OPTIONS *****

Option	Description	Front	Rear	Total

Chassis Option Total		0.00	0.00	0.00

***** PASSENGER WEIGHTS *****

# Option	Description	Side	Front	Rear	Total

1	STD0MDSEAT STANDARD DRIVERS SEAT FOR MINOTO	SIDE	106.92	43.08	150.00
2	D952136000 SBR 36 LS WALL 3PT2 LEFT SIDE	LEFT SIDE	97.66	142.34	240.00
2	D952136000 SBR 36 LS WALL 3PT2 LEFT SIDE	LEFT SIDE	50.26	189.74	240.00
2	D952136000 SBR 36 LS WALL 3PT2 LEFT SIDE	LEFT SIDE	2.87	237.13	240.00
2	D952236000 SBR 36 RS WALL 3PT2 RIGHT SIDE	RIGHT SIDE	109.13	130.87	240.00
2	D952236000 SBR 36 RS WALL 3PT2 RIGHT SIDE	RIGHT SIDE	61.74	178.26	240.00
2	D952236000 SBR 36 RS WALL 3PT2 RIGHT SIDE	RIGHT SIDE	14.34	225.66	240.00
2	D952236000 SBR 36 RS WALL 3PT2 RIGHT SIDE	RIGHT SIDE	-33.06	273.06	240.00

Passenger Totals			409.86	1420.14	1830.00



City Council

Meeting Date: June 17, 2025
Meeting Time: 6:00 PM
Agenda Item No: 10.c
Item Description: Remove from Table 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, 2025-06-16 - Marble Block
Drawing Set

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 Its Duly Authorized:

CITY OF BIDDEFORD

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

Attachment: Exhibit A: Site Plan

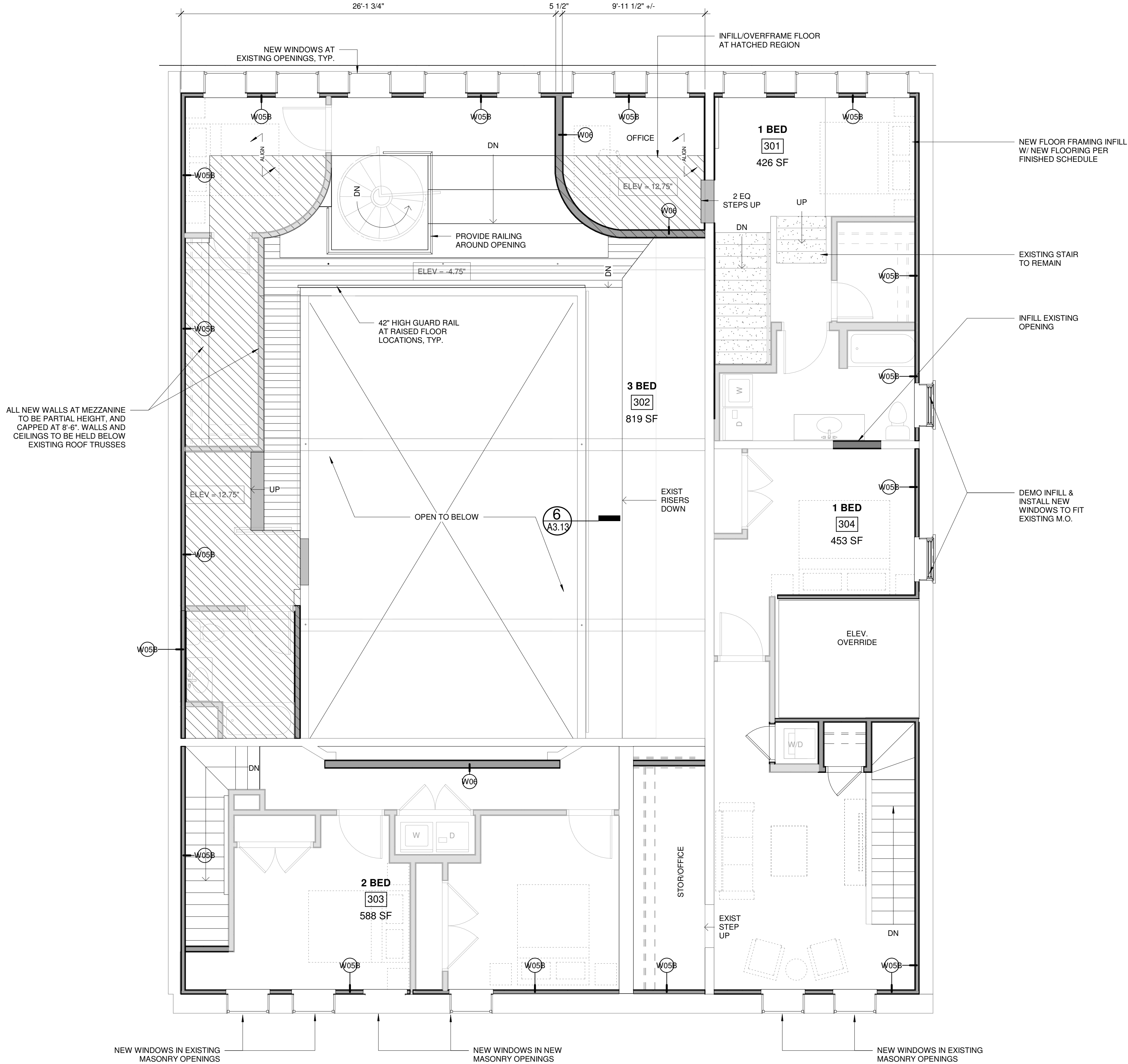
City of Biddeford



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: _____



1 | 4TH FLOOR - NEW CONSTRUCTION
1/4" = 1'-0"

NEW WALL - STUD & GYP. BD.	
NEW CMU WALL	
NEW MASONRY INFILL	
EXISTING CMU WALL	
EXISTING STUD WALL	
EXISTING MASONRY WALL	
DEMO AND REMOVE	

F.O. FACE OF
F.O.F. FACE OF FRAMING
F.O.M. FACE OF MASONRY
V.I.F. VERIFY IN FIELD
U.N.O. UNLESS NOTED OTHERWISE

* ALL DIMENSIONS ARE TO FACE OF FRAMING UNLESS NOTED OTHERWISE.

Prepared For:
Holden Real Estate Enterprises, LLC
3 Decary Rd., Biddeford, ME 04005

Consultant:

Architect:
ARCHETYPE ARCHITECTS
48 Union Wharf Portland, Maine 04101
(207) 772-6022 Fax (207) 772-4056

Project:
MARBLE BLOCK
129 Main Street
Biddeford, Maine

Revisions:
1 | 10.01.24 | Floor Plan - REMOVALS

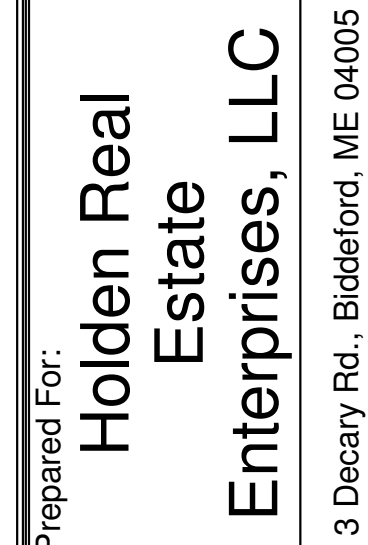
Date: 06/09/2025
Scale: 1/4" = 1'-0"
Main Building - New
Work Mezzanine Floor
Plan

A1.42



F.O. FACE OF
 F.O.F. FACE OF FRAMING
 F.O.M. FACE OF MASONRY
 V.I.F. VERIFY IN FIELD
 U.N.O. UNLESS NOTED OTHERWISE

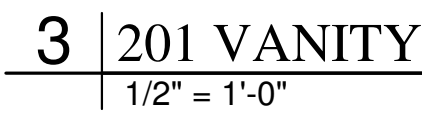
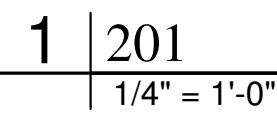
* ALL DIMENSIONS ARE TO FACE OF FRAMING UNLESS NOTED OTHERWISE.



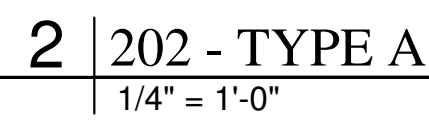
A1.32

18 Union Wharf Portland, Maine 04101
(207) 772-6022 Fax (207) 772-4056

129 Main Street
Biddeford, Maine

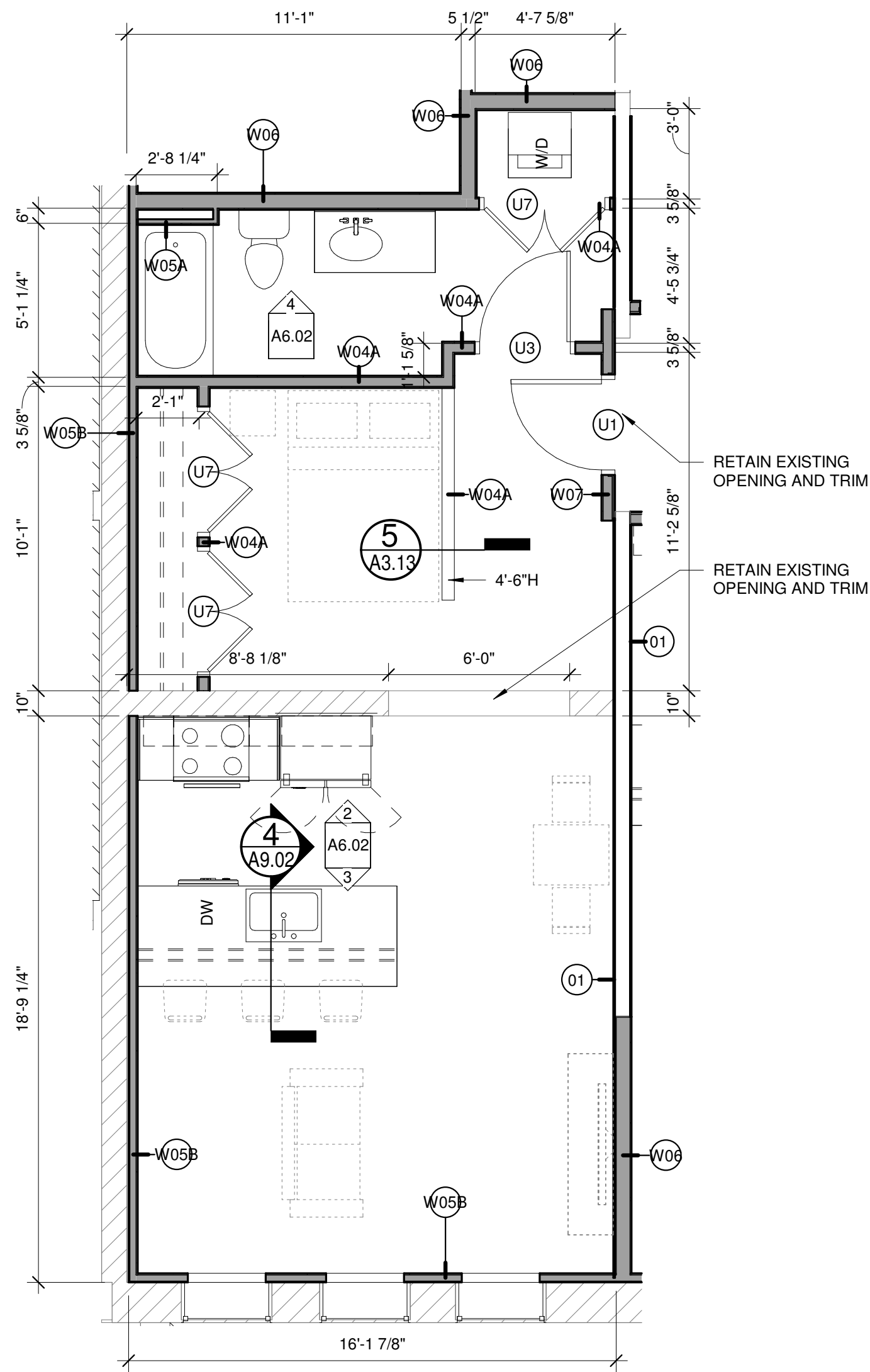


Prepared For: **Holden Real Estate Enterprises, LLC**
 3 Decary Rd., Biddeford, ME 04005

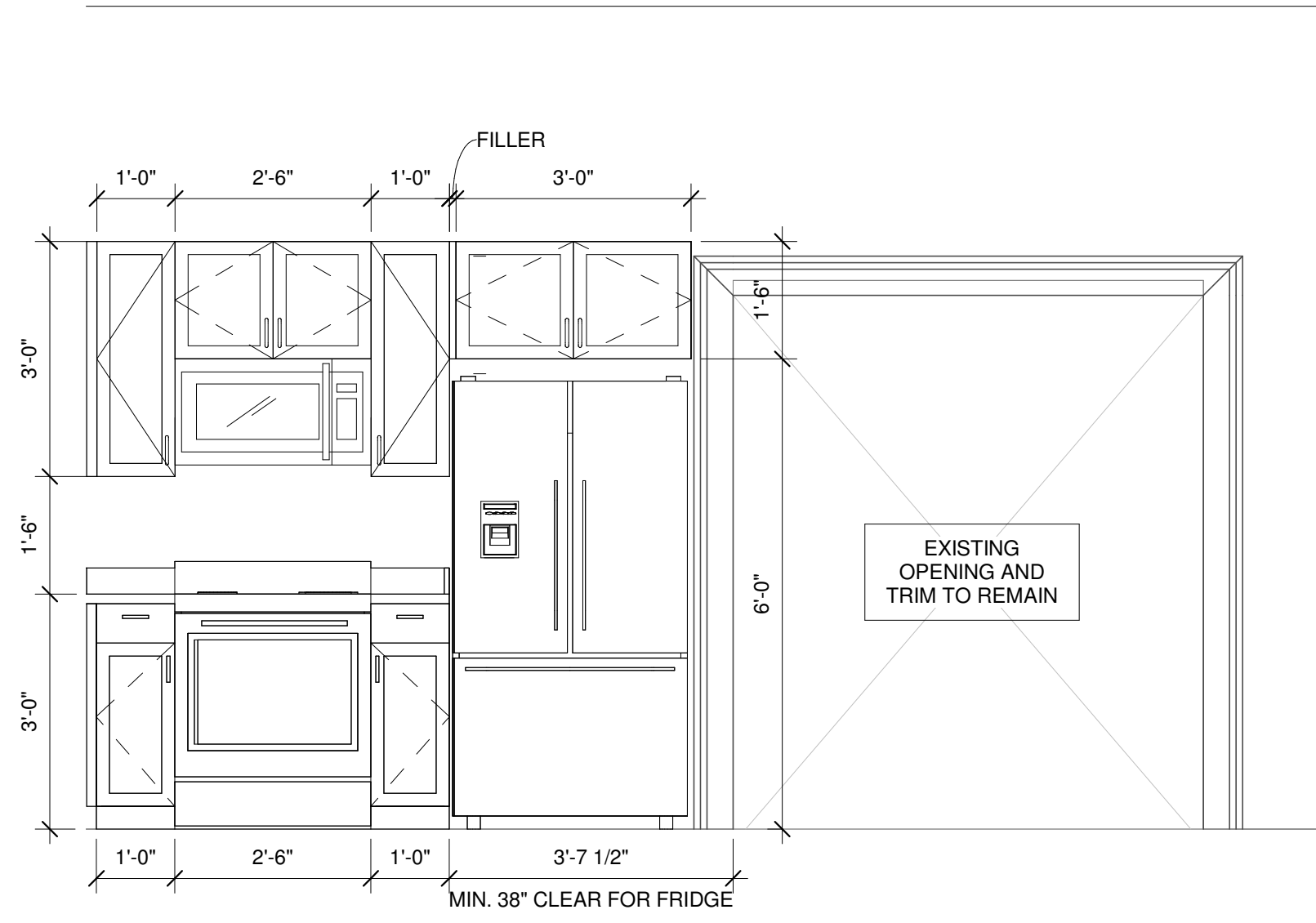


2A | 202 TYPE A KITCHEN ELEVATION 1
| 1/2" = 1'-0"

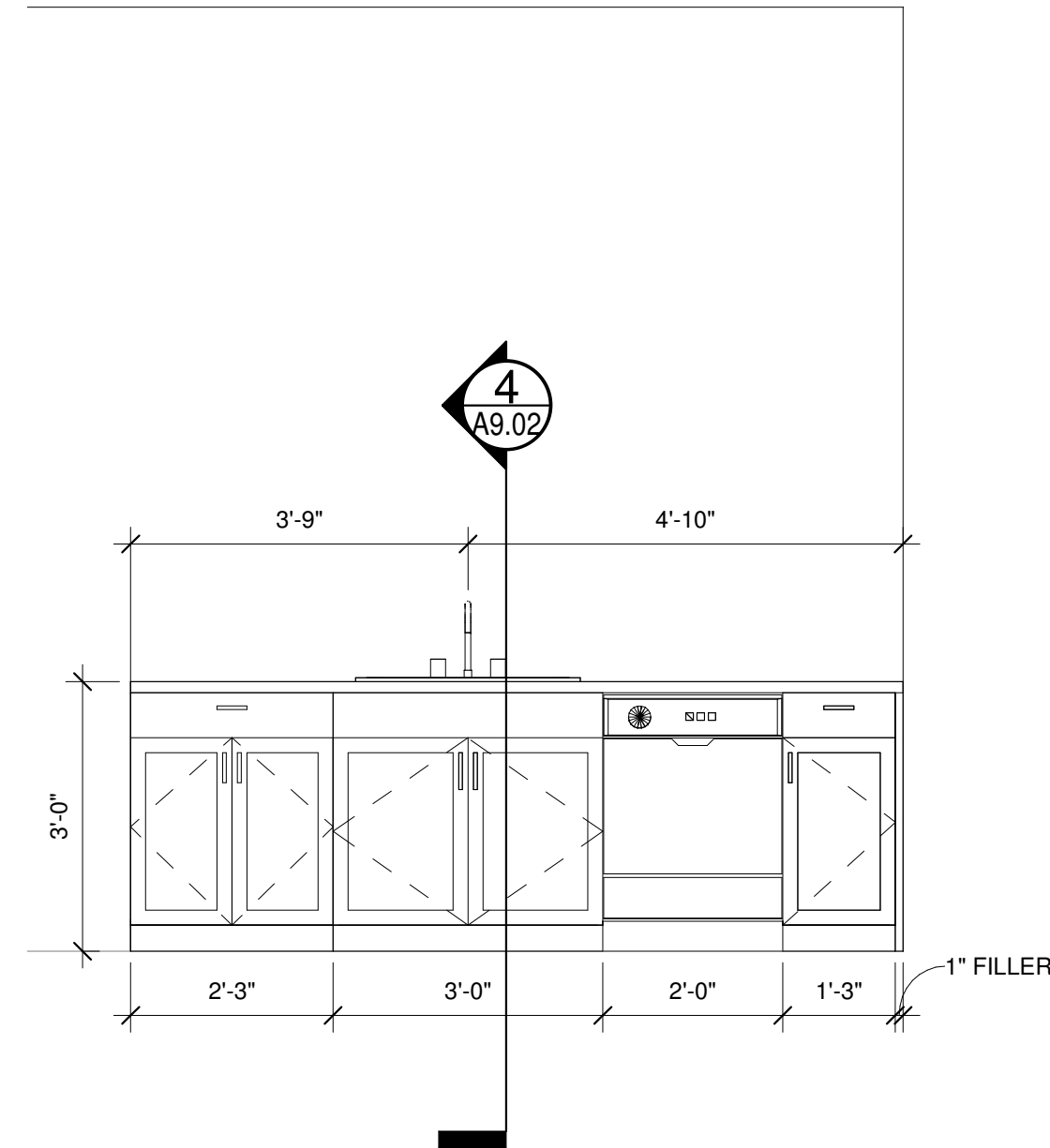




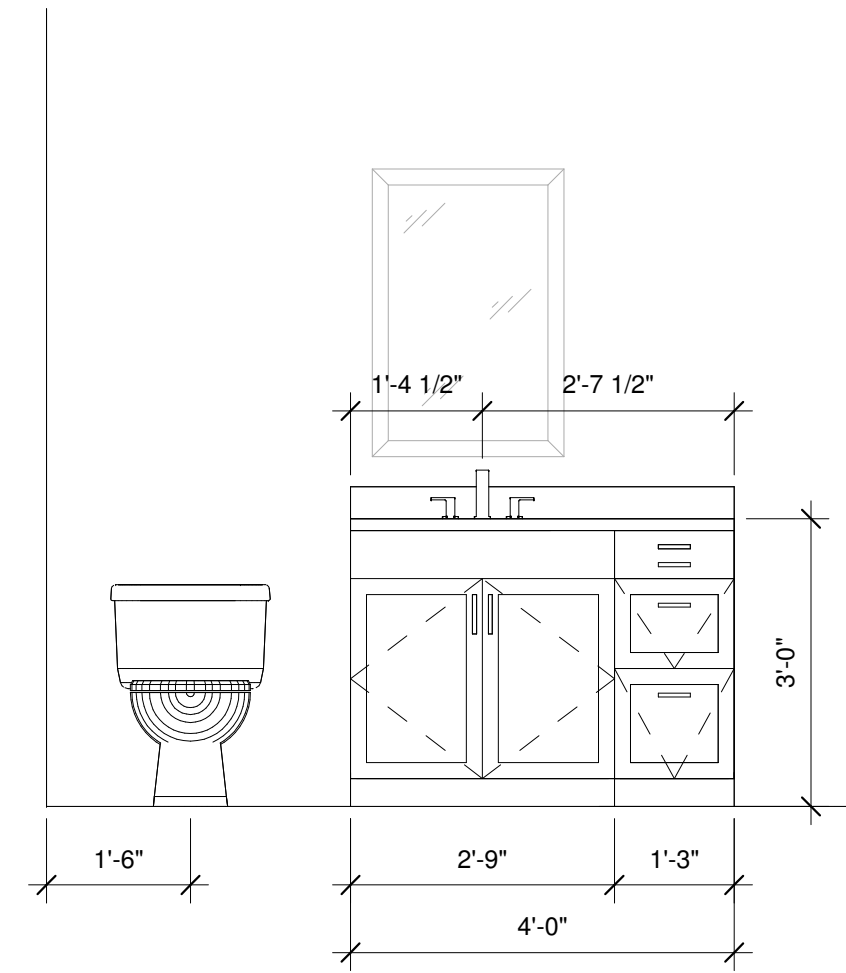
1 | 203
1/4" = 1'-0"



2 | 203 KITCHEN ELEVATION 1
1/2" = 1'-0"



3 | 203 KITCHEN ELEVATION 2
1/2" = 1'-0"



4 | 203 VANITY ELEVATION
1/2" = 1'-0"

HISTORIC ELEMENTS

INTACT BASE TRIM	-----
INTACT CROWN MOLDING	x x x x x x
INTACT HANDRAIL	o o o o o o

LICENSED ARCHITECT

WILLIAM K. HOSKINS

No. 1050

STATE OF MAINE

Prepared For:

Holden Real Estate Enterprises, LLC

3 Decary Rd., Biddford, ME 04005

Consultant:

Architect:

ARCHETYPE ARCHITECTS

48 Union Wharf Portland, Maine 04101

(207) 772-6022 Fax (207) 772-4056

Project:

MARBLE BLOCK

129 Main Street Biddford, Maine

Revisions:

3	01.03.25	Bulletin 02
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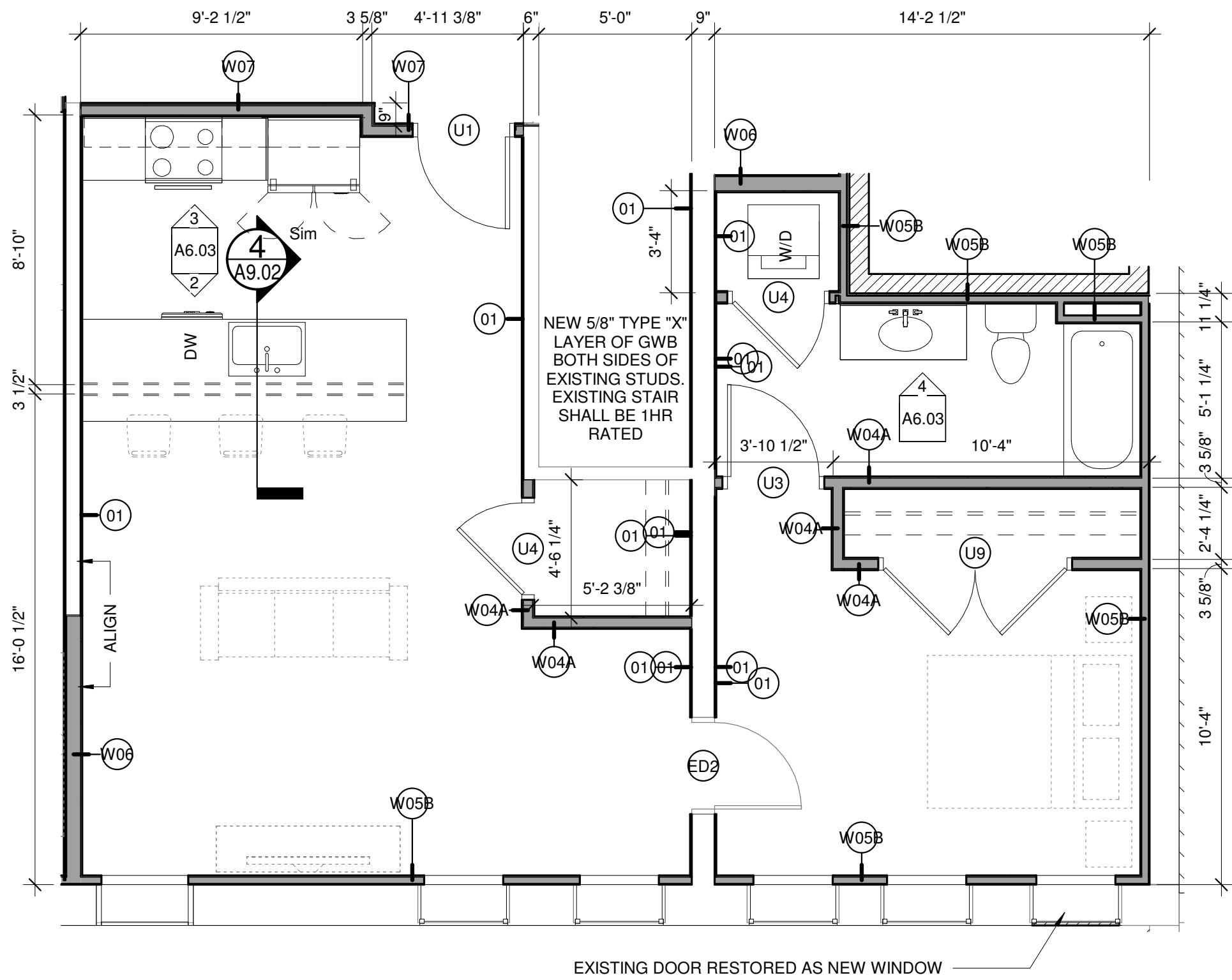
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Date: 06/09/2025

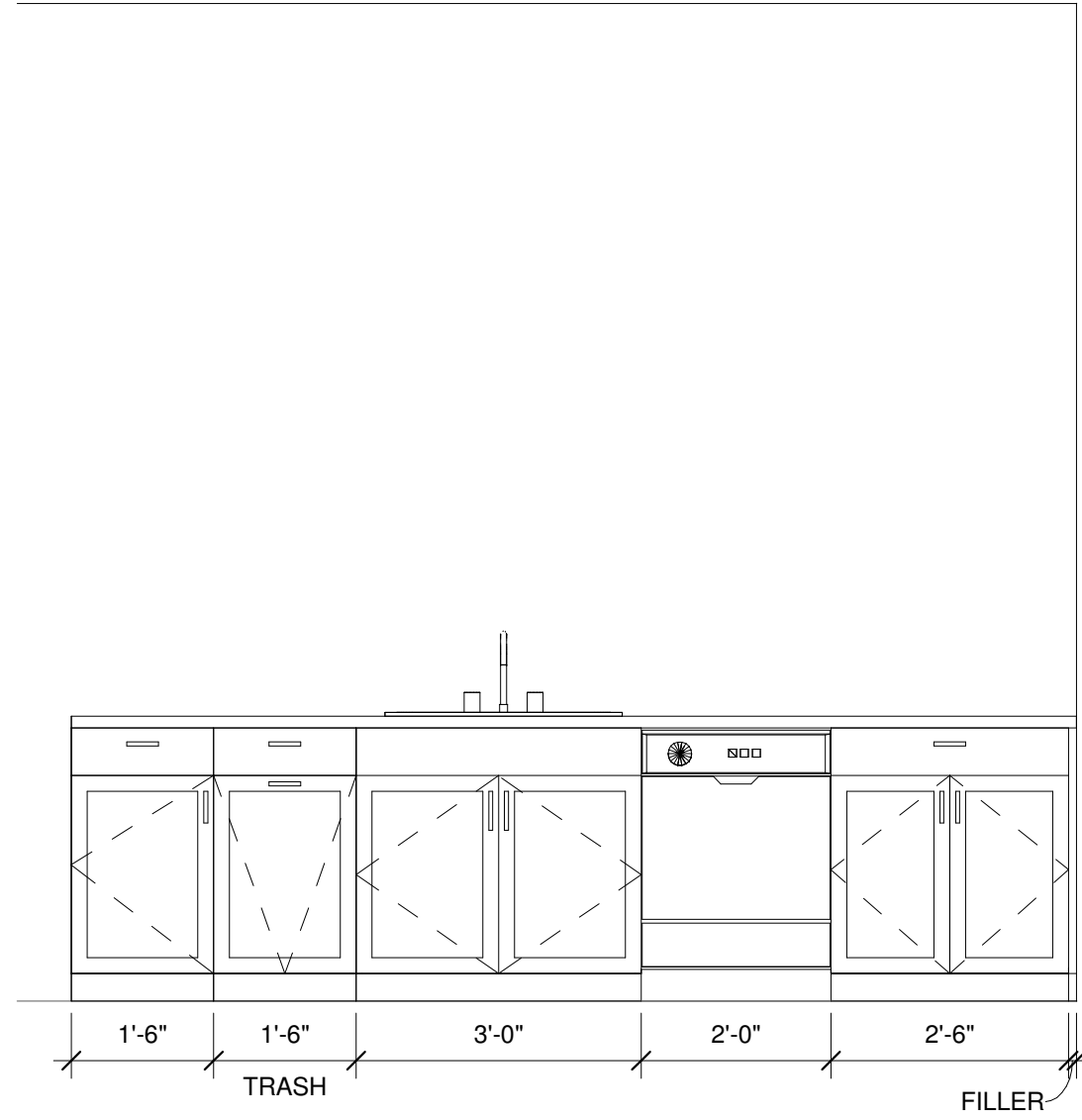
Enlarged Unit Plans
(203)

A6.02

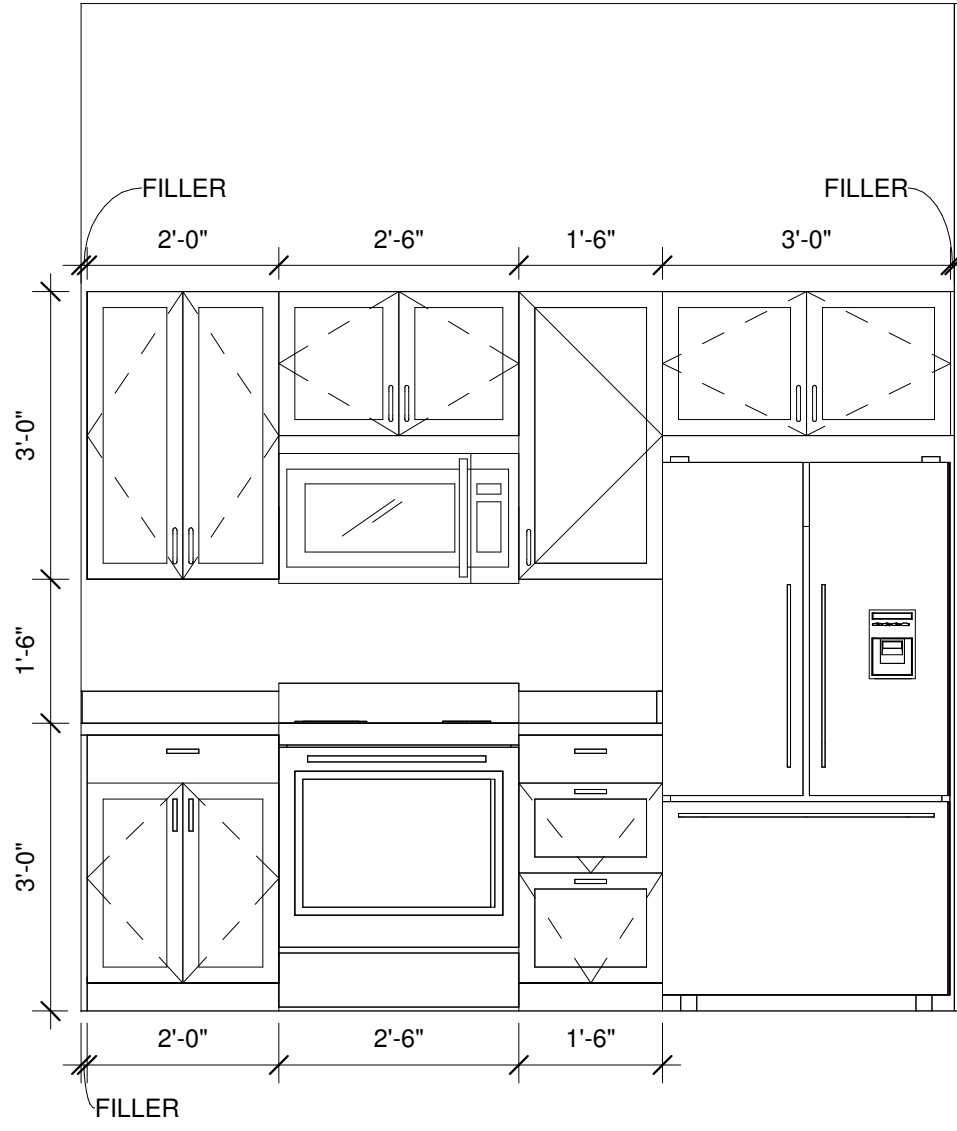
Page 128 of 508



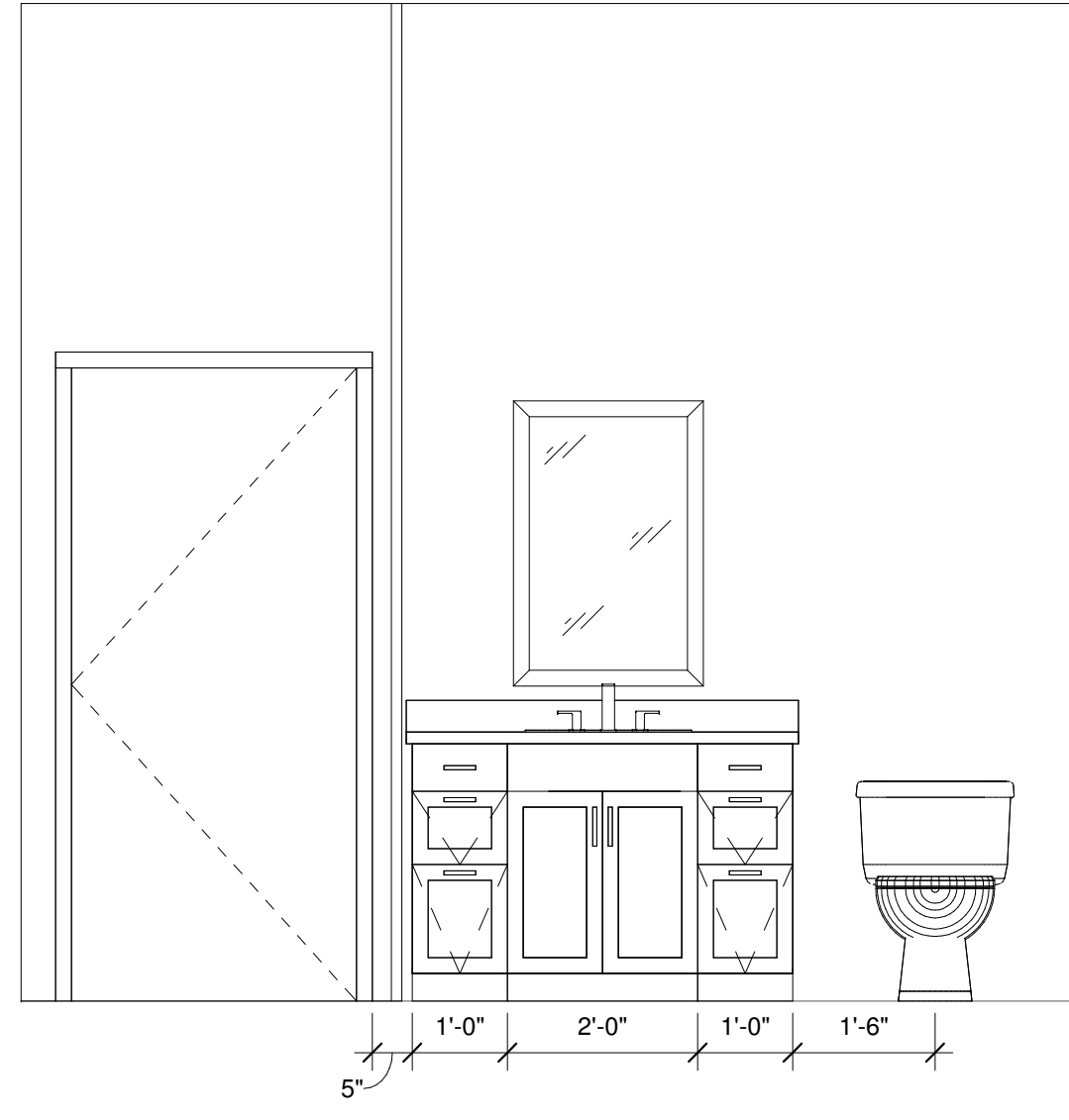
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1/4" = 1'-0"



2 | 204 KITCHEN ELEVATION 1
1/2" = 1'-0"



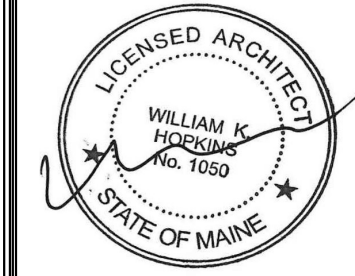
3 | 204 KITCHEN ELEVATION 2
1/2" = 1'-0"



4 | 204 VANITY
1/2" = 1'-0"

HISTORIC ELEMENTS

INTACT BASE TRIM	-----
INTACT CROWN MOLDING	x x x x x x
INTACT HANDRAIL	o o o o o o



Prepared For:
Holden Real Estate Enterprises, LLC
3 Decary Rd., Biddford, ME 04005

Consultant:

Architect:
ARCHETYPE ARCHITECTS
48 Union Wharf Portland, Maine 04101
(207) 772-6022 Fax (207) 772-4056

Project:

MARBLE BLOCK

129 Main Street
Biddford, Maine

Revisions:

3 | 01.03.25 | Bulletin 02

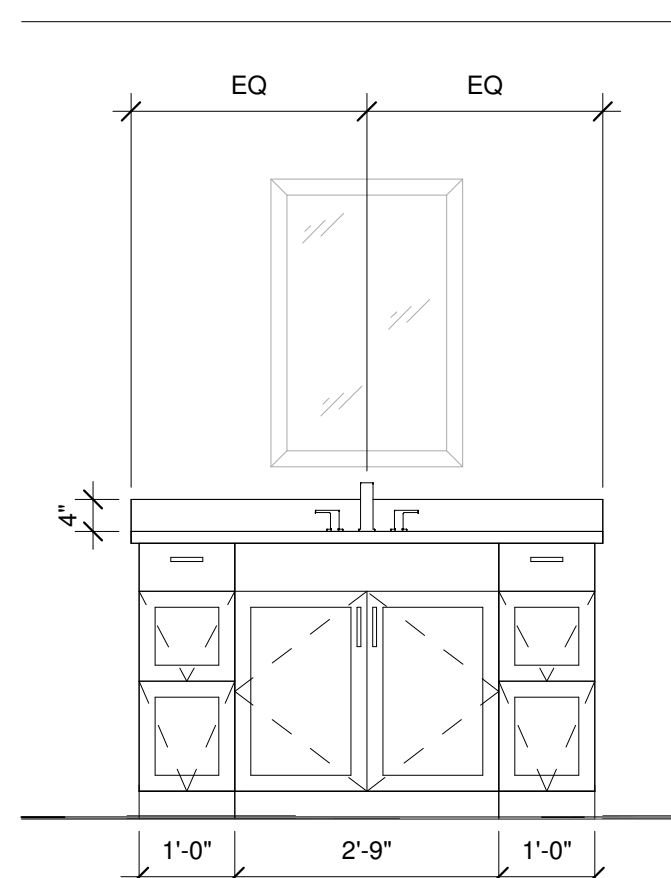
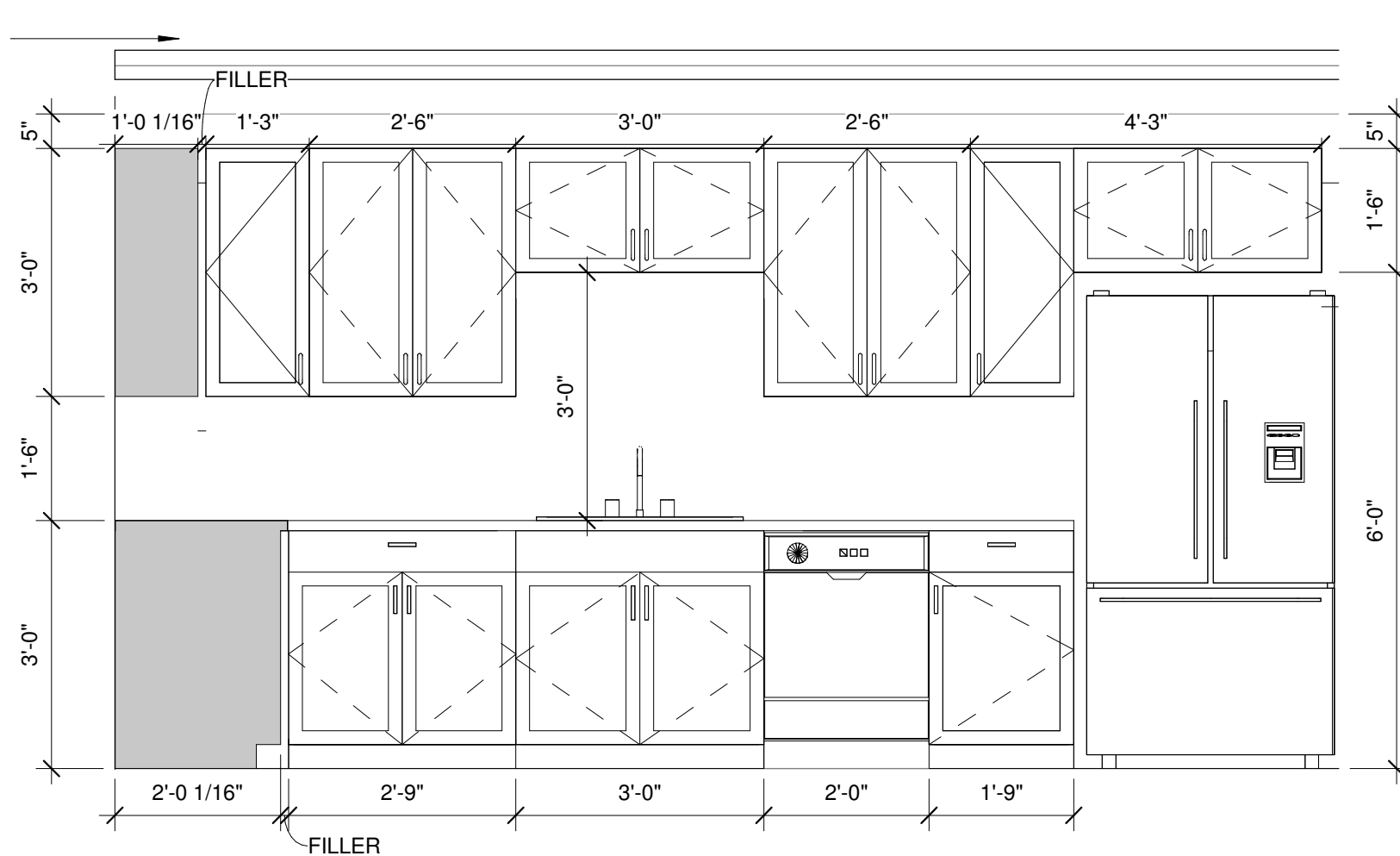
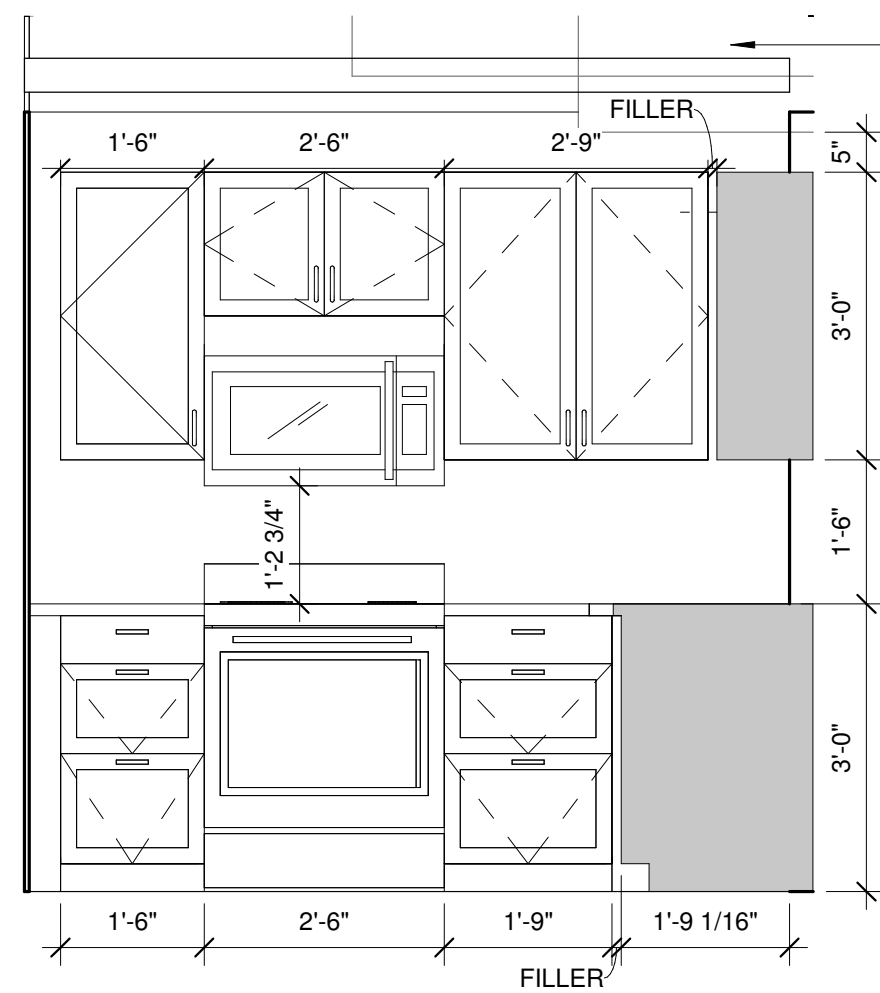
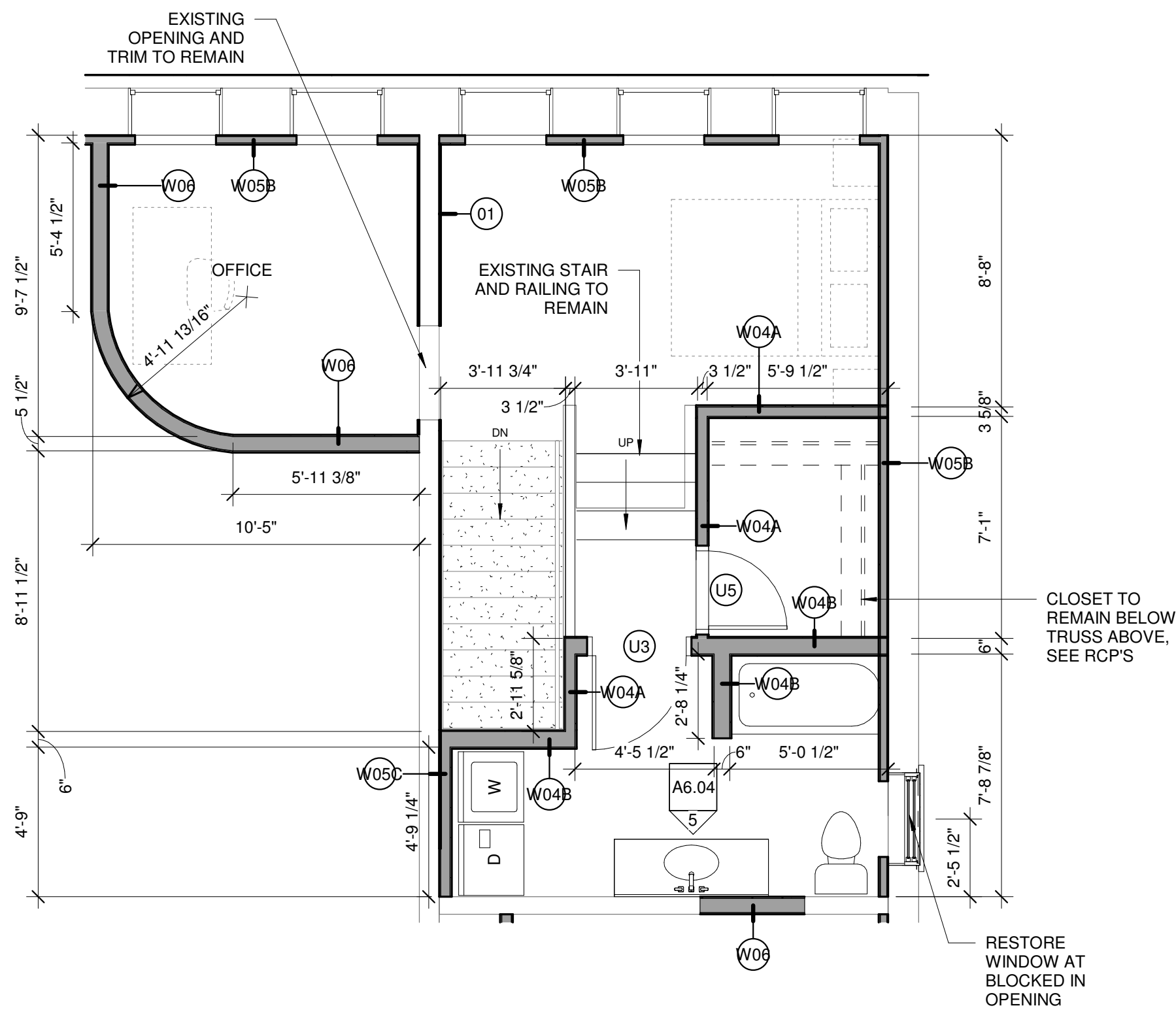
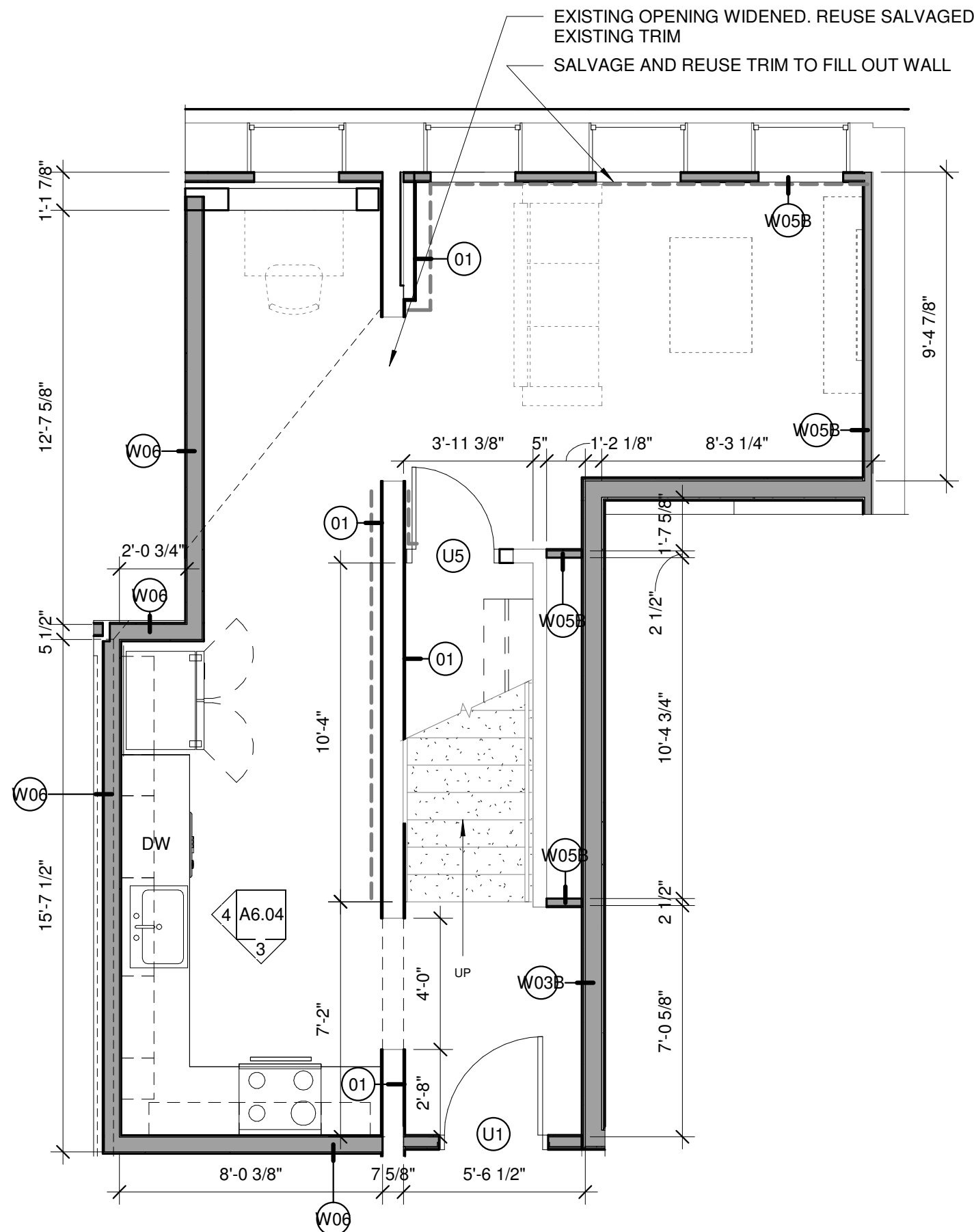
Scale:

As Indicated

Date:
06/09/2025

Enlarged Unit Plans
(204)

A6.03



HISTORIC ELEMENTS	
INTACT BASE TRIM	-----
INTACT CROWN MOLDING	x x x x x
INTACT HANDRAIL	o o o o o

Prepared For:

Holden Real Estate Enterprises, LLC

3 Decary Rd., Biddeford, ME 04005

Architect:

ARCHETYPE ARCHITECTS

48 Union Wharf Portland, Maine 04101

(207) 772-6022 Fax (207) 772-4056

Project:

MARBLE BLOCK

129 Main Street Biddeford, Maine

Revisions:

3 01.03.25 Bulletin 02

Date:

06/09/2025

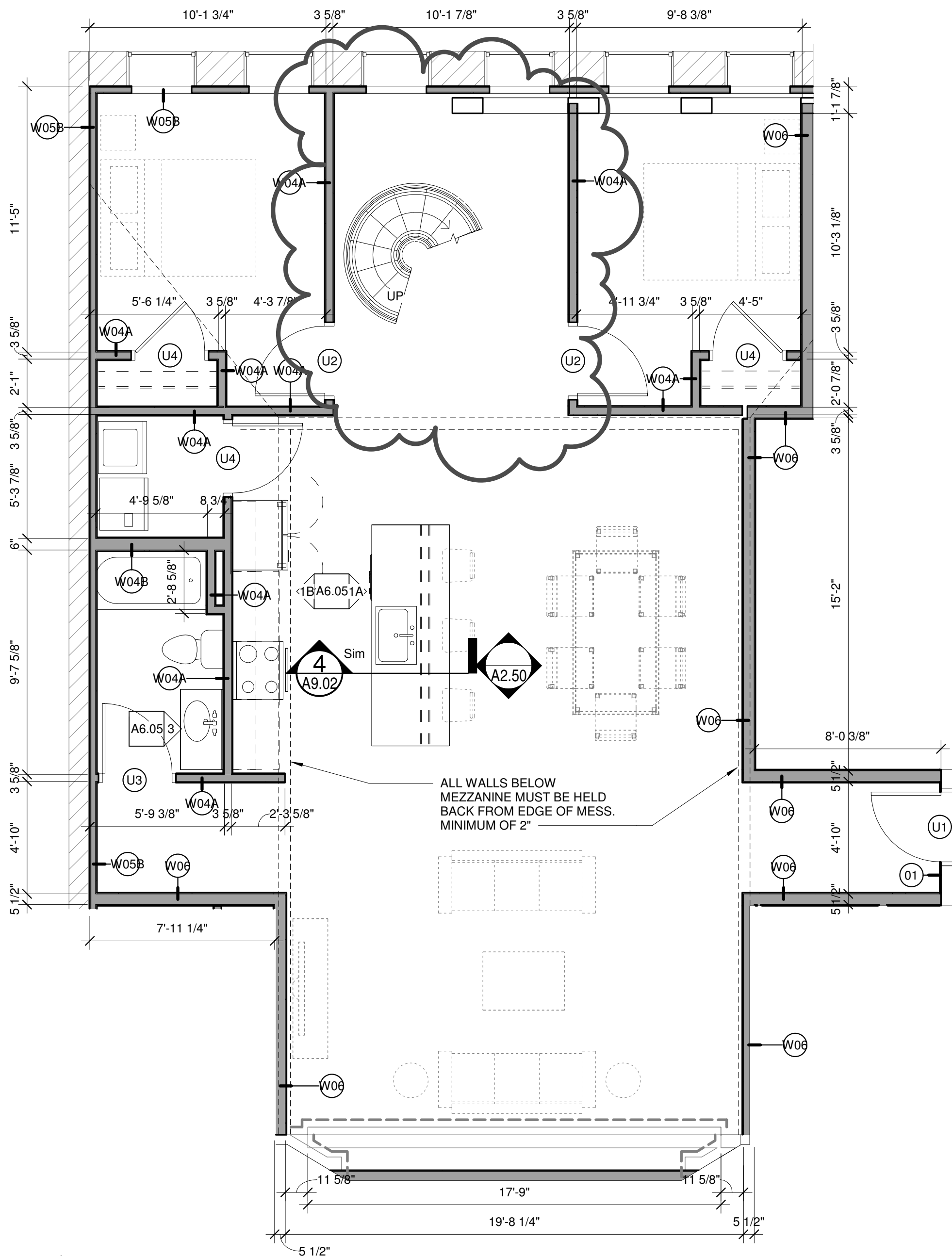
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As Indicated

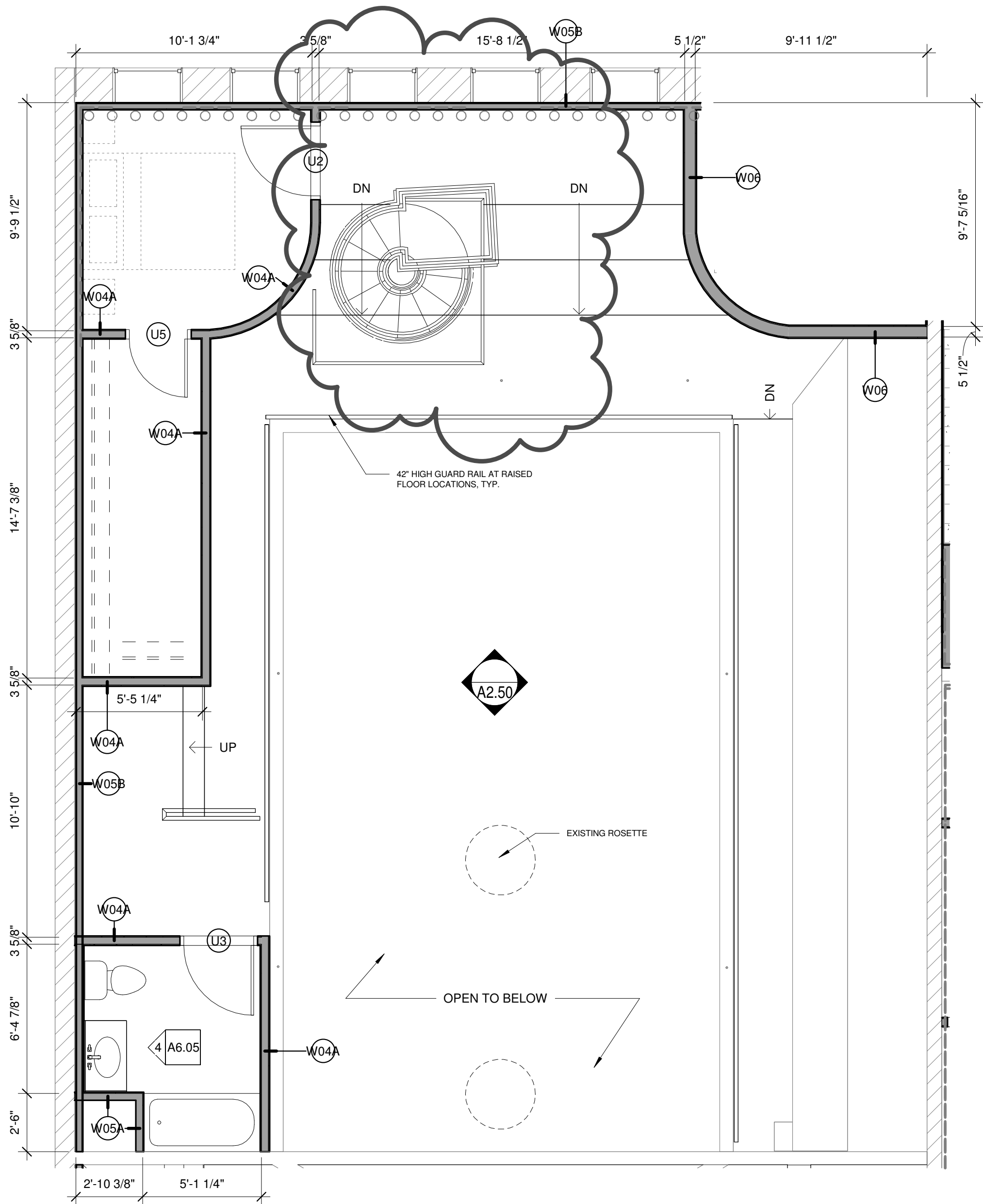
Enlarged Unit Plans (301)

A6.04

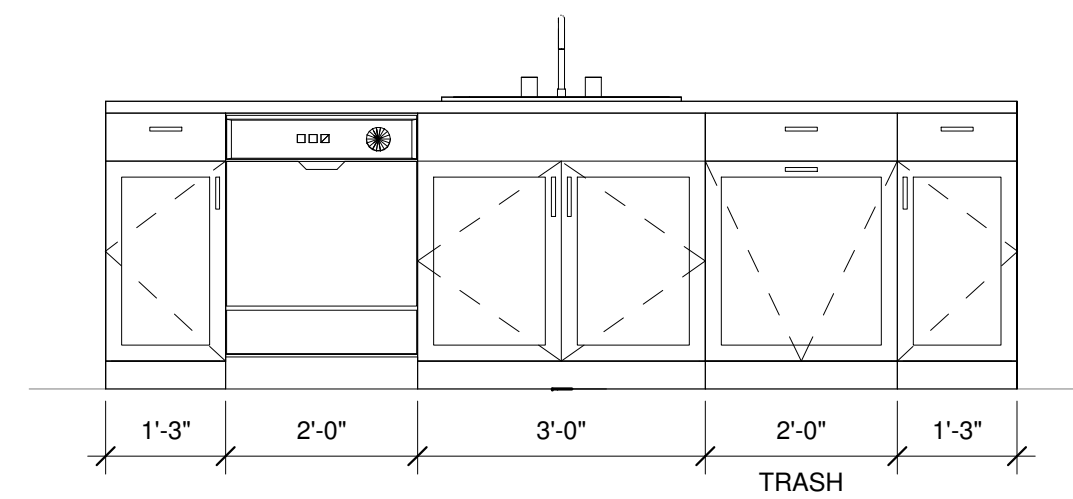
Page 130 of 508



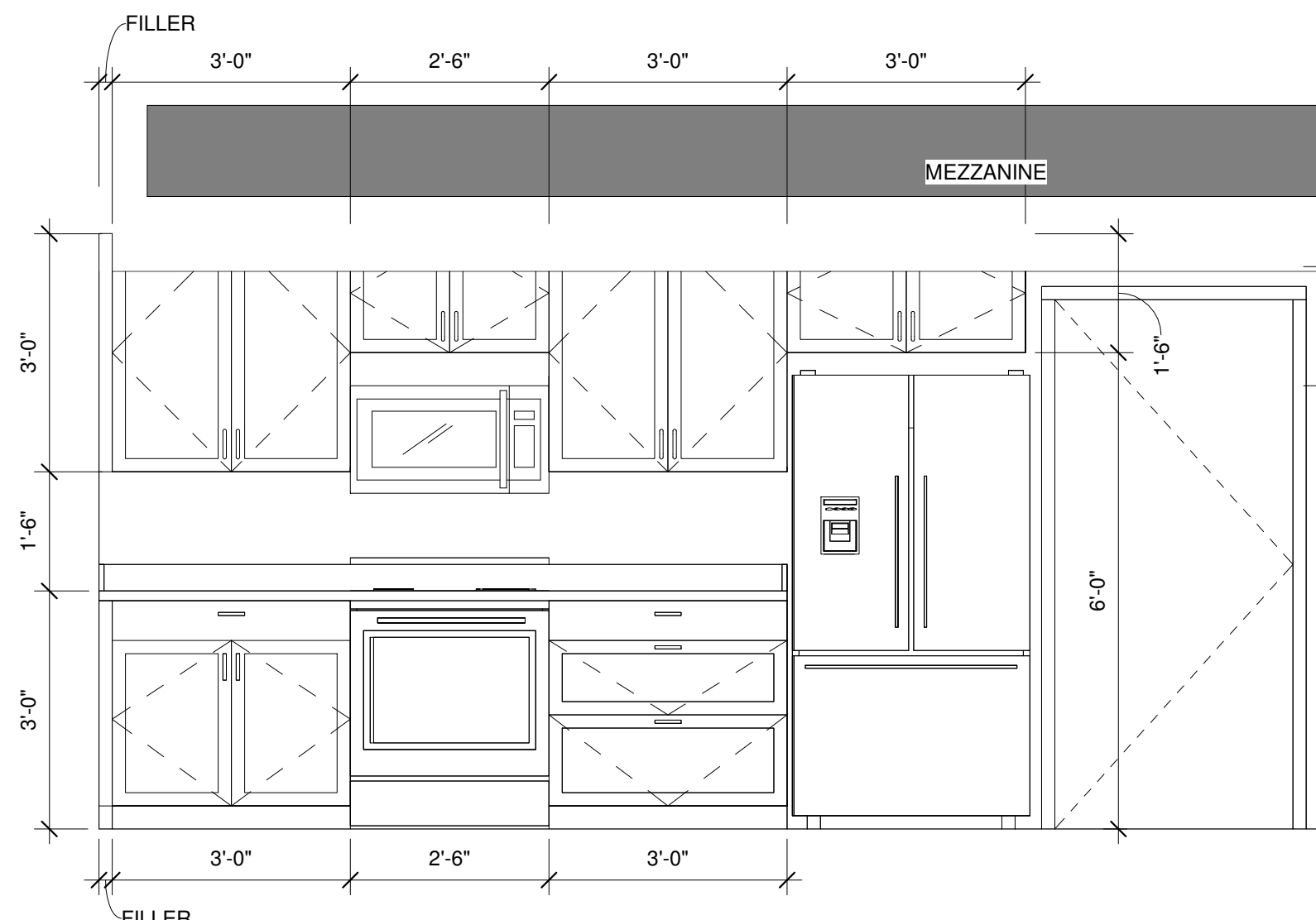
1 | 302
1/4" = 1'-0"



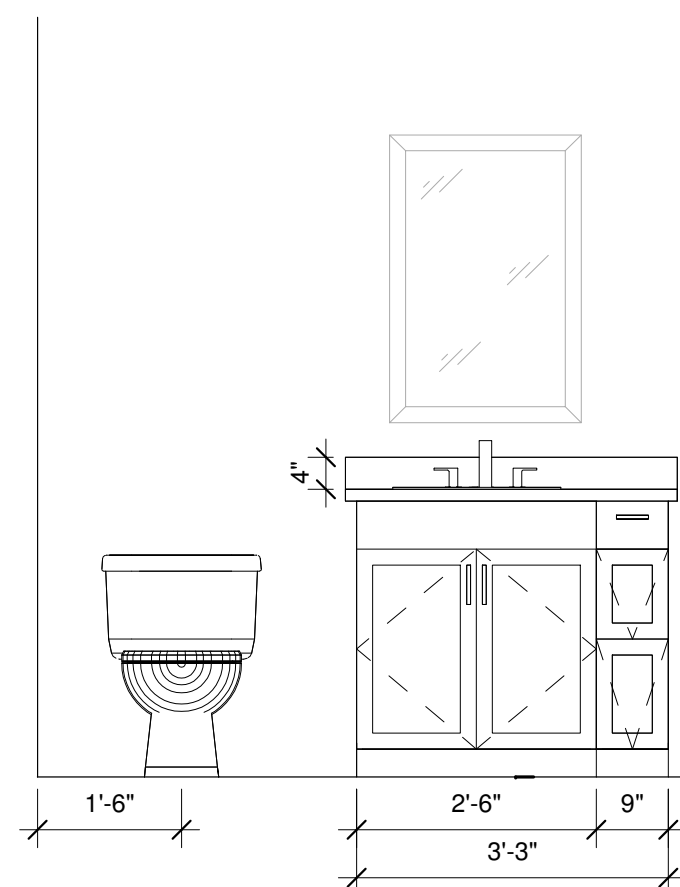
2 | 302 MEZZ
1/4" = 1'-0"



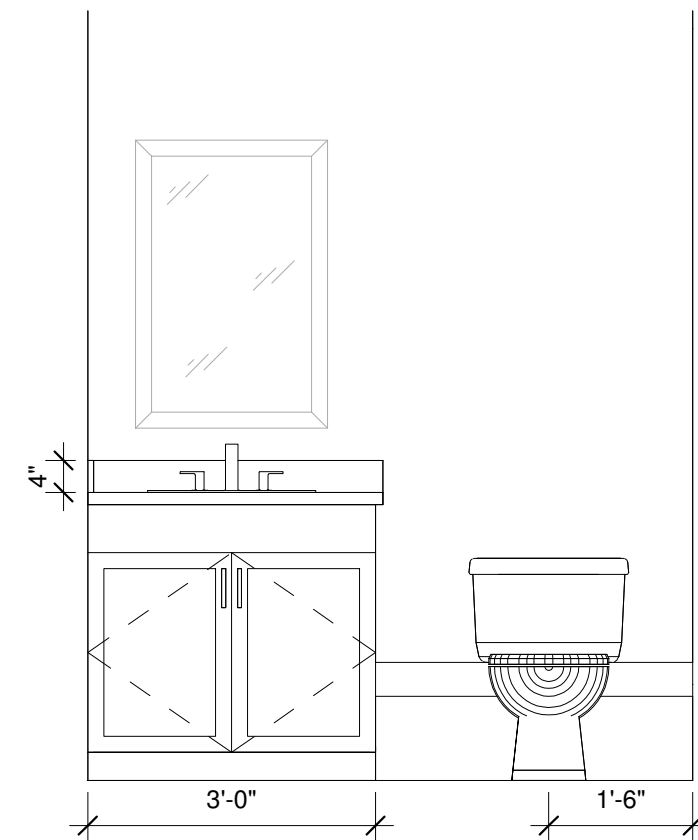
1A | 302 KITCHEN ELEVATION 1
1/2" = 1'-0"



1B | 302 KITCHEN ELEVATION 2
1/2" = 1'-0"



3 | 302 VANITY
1/2" = 1'-0"

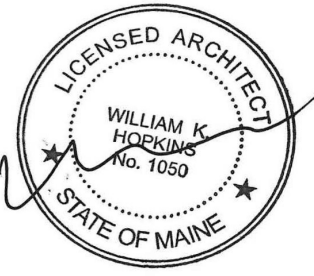


4 | 302 VANITY 2
1/2" = 1'-0"

HISTORIC ELEMENTS

INTACT BASE TRIM	---
INTACT CROWN MOLDING	× × × × ×
INTACT HANDRAIL	○ ○ ○ ○ ○

SYMBOL LEGEND Copy 1 Copy 2
1/4" = 1'-0"



Prepared For: **Holden Real Estate Enterprises, LLC**
3 Decary Rd., Biddeford, ME 04005

Consultant:

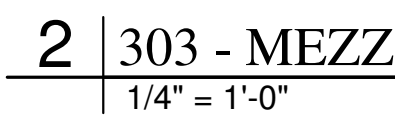
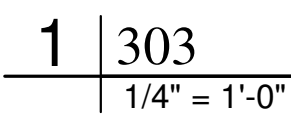
Architect: **ARCHETYPE ARCHITECTS**
48 Union Wharf Portland, Maine 04101
(207) 772-6022 Fax (207) 772-4056

Project: **MARBLE BLOCK**
129 Main Street Biddeford, Maine

Revisions:
3 01.03.25 Bulletin 02

Date: 06/09/2025
Scale: As Indicated
Enlarged Unit Plans (302)

A6.05



A circular professional seal for William K. Hopkins, a Licensed Architect in the State of Maine. The seal features the text "LICENSED ARCHITECT" at the top and "STATE OF MAINE" at the bottom, separated by two stars. In the center, the name "WILLIAM K. HOPKINS" and the number "No. 1050" are inscribed. A wavy line is drawn across the seal.

Prepared For:
**Holden Real
Estate
Enterprises, LLC**
3 Decary Rd., Biddeford, ME 04005

Consultant:

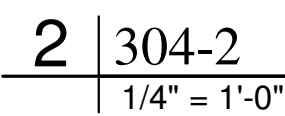
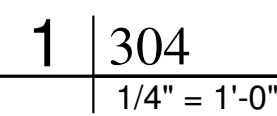
Architect: **ARCHETYPE
ARCHITECTS**
48 Union Wharf Portland, Maine 04110
(207) 772-6022 Fax (207) 772-4056

Project: MARBLE BLOCK

Revisions:	
3	01.03.25 Bulletin 02

Period:	09/2025	Scale:	As indicated
Enlarged Unit Plans (303)			

A6.06



A circular professional seal for William K. Hopkins, a Licensed Architect in the State of Maine. The seal features the text "LICENSED ARCHITECT" at the top and "STATE OF MAINE" at the bottom, separated by two stars. In the center, the name "WILLIAM K. HOPKINS" and the number "No. 1050" are inscribed. A handwritten signature is written across the seal.

Prepared For:
**Holden Real
Estate
Enterprises, LLC**
3 Decary Rd., Biddeford, ME 04005

Consultant:

Architect:

ARCHETYPE
ARCHITECTS

48 Union Wharf Portland, Maine 04101
(207) 772-6022 Fax (207) 772-4056

Project:

MARBLE BLOCK

129 Main Street
Biddeford, Maine

Revisions:

3	01.03.25	Bulletin 02
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Scale:
As indicated

Date: 06/09/2025

Enlarged Unit Plans
(304)

A6.07



City Council

Meeting Date: June 17, 2025

Meeting Time: 6:00 PM

Agenda Item 10.d

No:

Item Remove from Table 2025.69 WDC 3 Lincoln Site (Pearl St) Development

Description: 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, 2025 0616 Pearl Street District - WDC JDA City Council Presentation - Final R2

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. There are small stars on either side of the word "MAINE".

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

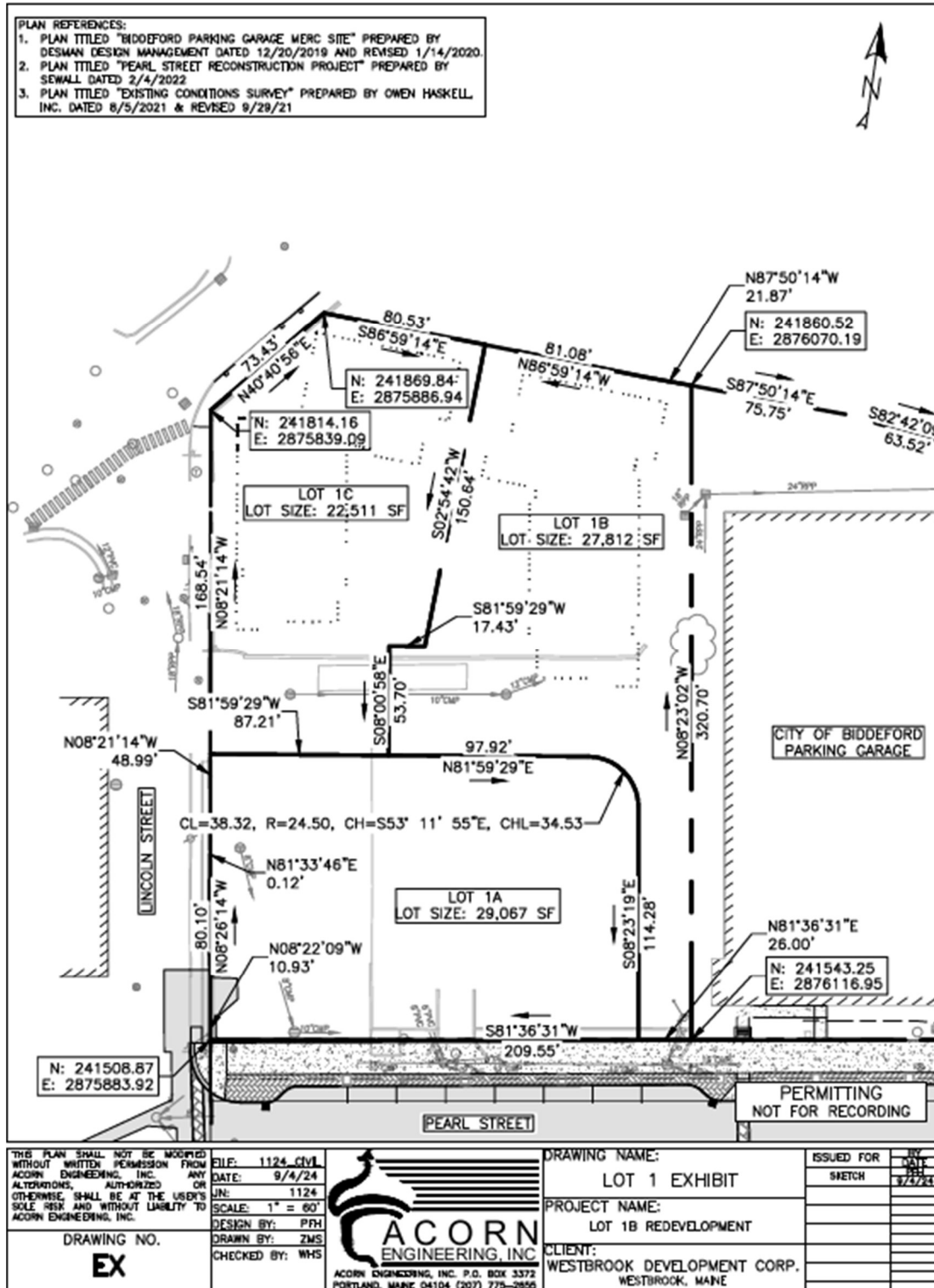


EXHIBIT B
PURCHASE AND SALE AGREEMENT

[illegible]

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

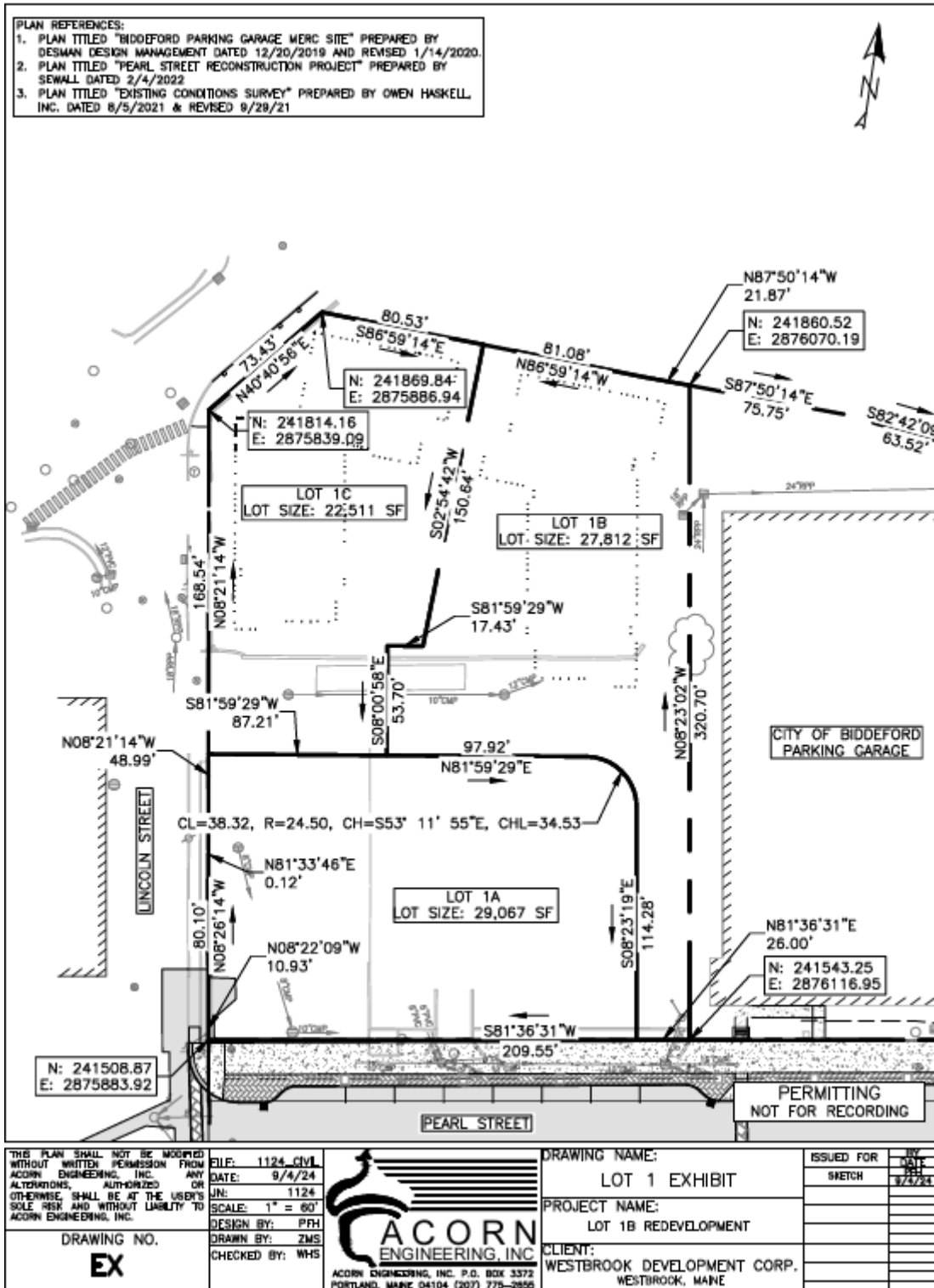
By: _____

Robert M. Liscord

Its: Attorney

November __, 2023

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.

✓ More Affordable Housing for Seniors

- 90 new affordable apartments designed for senior citizens.
- Increases housing security for aging residents on fixed incomes.
- Helps meet Maine's growing demand for affordable housing.

✓ Enhancing Public Transportation & Infrastructure

- Supports transit-oriented development, improving accessibility and walkability for residents.
- Positions Biddeford as a leader in smart growth and sustainable development.
- Strengthens downtown revitalization efforts, increasing local business activity..

✓ Taxpayer Savings & Smart Growth

- Savings from reduced county tax obligations and increased state education subsidies.
- Ensures new development pays for itself without burdening existing taxpayers.
- 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.
- ✖ No guaranteed reinvestment in transit, infrastructure, or economic development.
- ✖ Potential loss of private development interest, making future projects harder to attract.
- ✖ 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

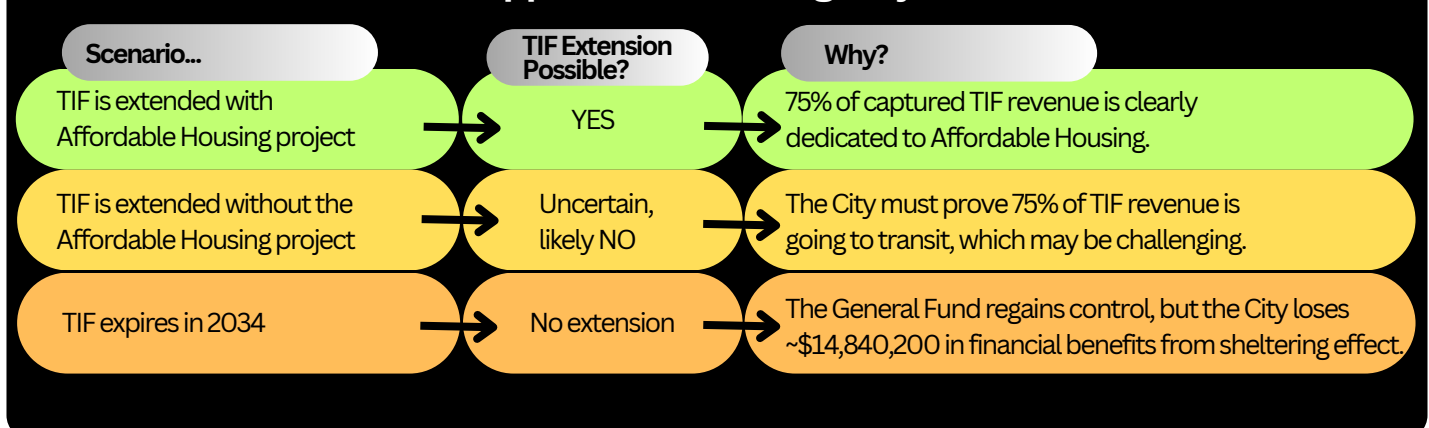
The Affordable Housing Development Clearly Meets the 75% Requirement.

- 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?



Why This Matters For Biddeford

- 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.
- New Revenue Streams – A mix of new property tax revenues, property sales, and lease agreements creates long-term financial stability.
- Expansion of Affordable Housing – Addresses a critical need for senior affordable housing while leveraging state incentives.
- Strategic Economic Growth – Aligns with Biddeford’s long-term redevelopment and transit-oriented development goals.

Why the Affordable Housing Project is Beneficial

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
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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.

BIDDEFORD'S SMART GROWTH OPPORTUNITY: AFFORDABLE HOUSING & TIF EXTENSION

The Best Path Forward for Biddeford

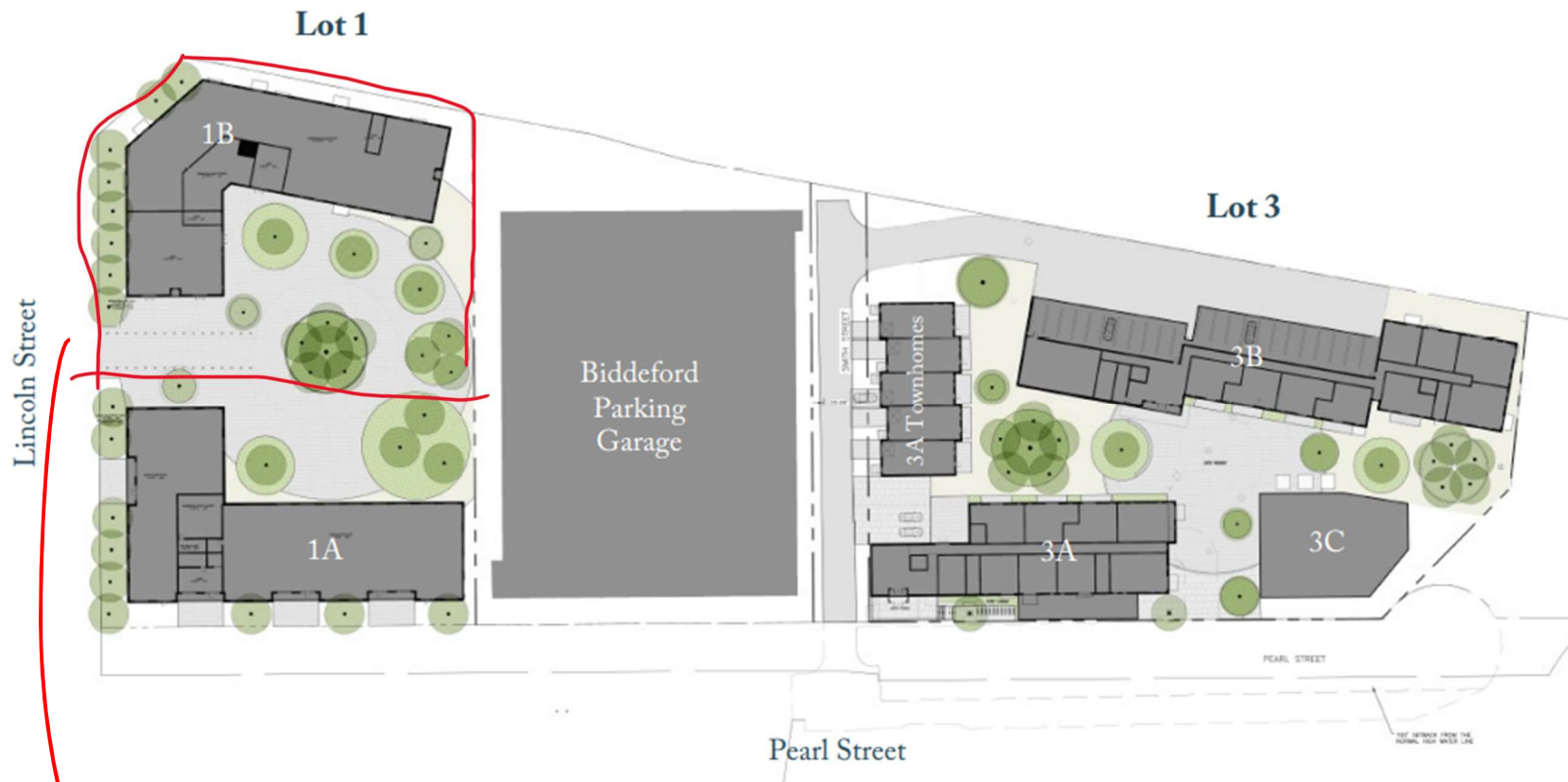
By supporting 90 new affordable senior apartments and extending the Transit-Oriented TIF for 20 years, we secure major financial benefits for Biddeford. Here's the potential of how the numbers stack up:

Moving Forward: A Stronger, More Prosperous Biddeford

- \$30.9 million in total financial benefits over 20 years!
- \$14+ million in taxpayer savings from reduced county tax payments and increased school funding.
- Potential property tax stabilization & avoidance of unnecessary property tax rate increases.
- 90 new affordable senior apartments, ensuring housing security for aging residents.
- Enhanced transit-oriented development, increasing walkability and local business activity.
- Attracts future development and positions Biddeford as a regional leader in smart growth.

The Cost of Doing Nothing: Higher Taxes & Missed Opportunities

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- Increase in annual expenses, forcing potential for additional property tax hikes.
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Fathom (3 Lincoln LLC) original layout above.

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

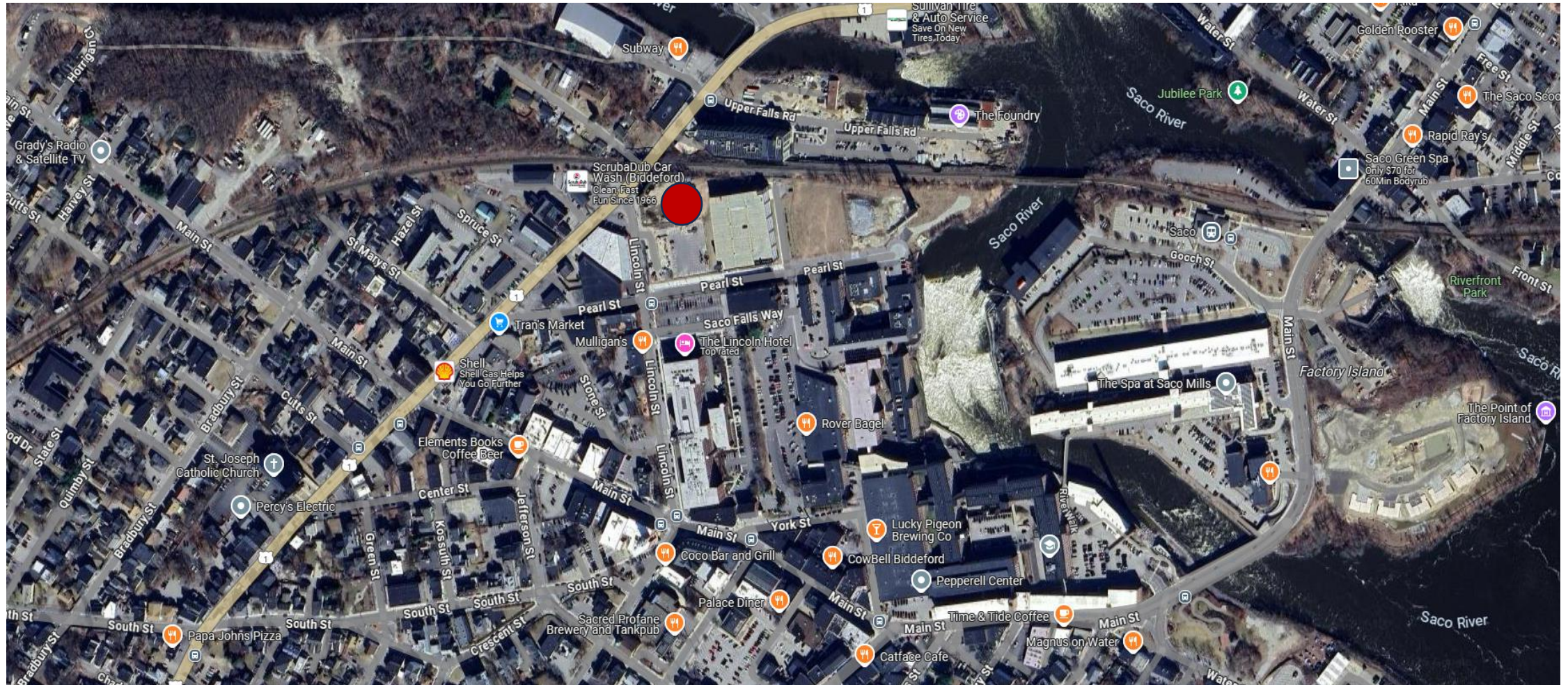
Unlocking The Pearl District:

Why a Separate JDA with WDC is a Smart Decision for All



15 Pearl Street

LOT 1B & 1C REDEVELOPMENT



15 Pearl Street

LOT 1B & 1C REDEVELOPMENT



15 Pearl Street

LOT 1B & 1C REDEVELOPMENT - WDC



15 Pearl Street

LOT 1A & 3 REDEVELOPMENT - FATHOM



15 Pearl Street

LOT 4 PEARL POINT PARK REDEVELOPMENT - CITY



15 Pearl Street

LOT 1B & 1C REDEVELOPMENT - WDC



15 Pearl Street

EXISTING VIEW OF LOTS 1B & 1C – WDC



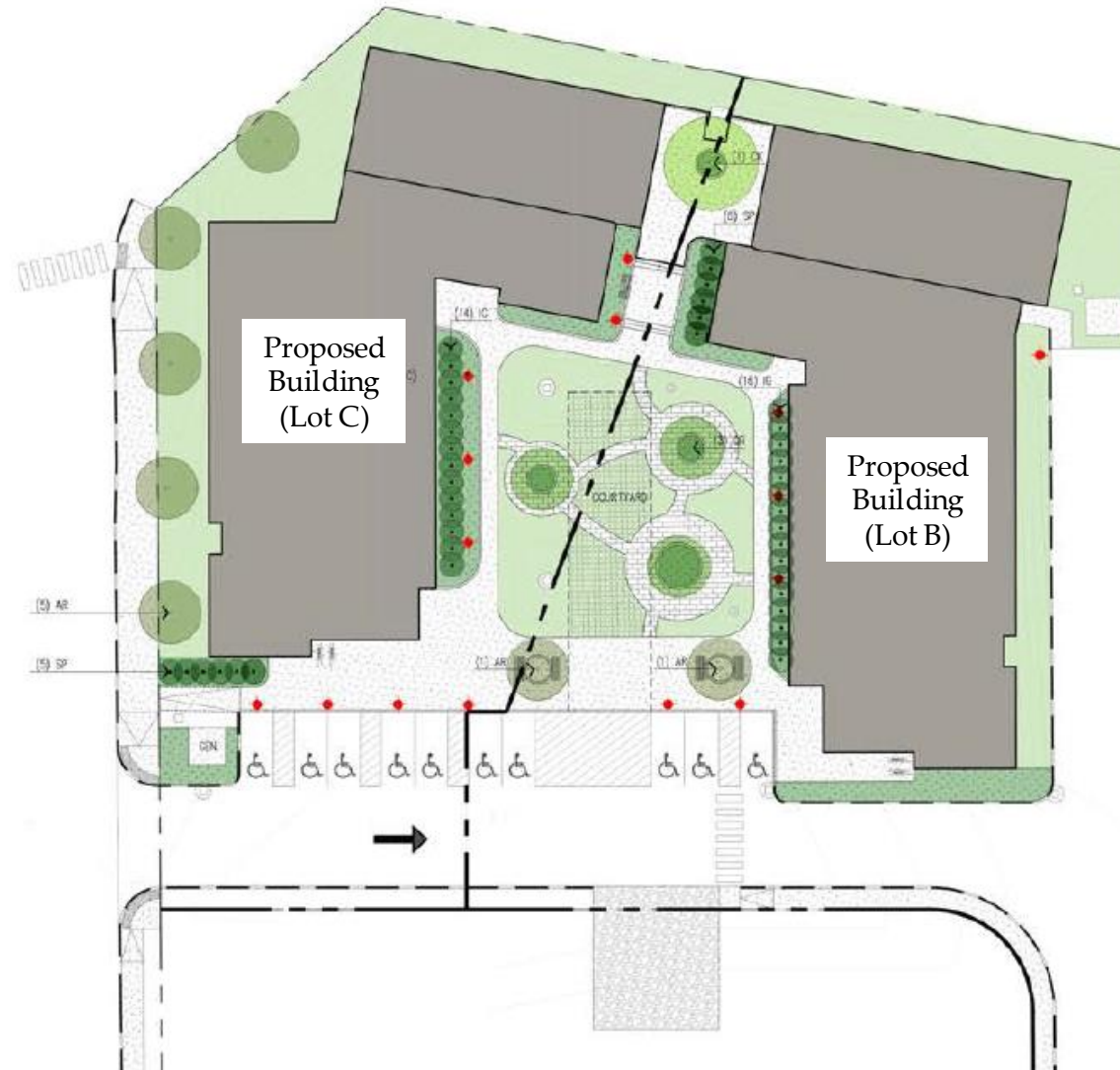
15 Pearl Street

RENDERINGS OF LOTS 1B & 1C – WDC



15 Pearl Street

SITE PLAN FOR LOTS 1B & 1C – WDC



15 Pearl Street

SITE PLAN FOR LOT 1A – 3 LINCOLN, LLC



15 Pearl Street

RENDERING OF LOT 1A – 3 LINCOLN, LLC



15 Pearl Street

SITE PLAN FOR LOT 3 – 3 LINCOLN, LLC



15 Pearl Street

RENDERINGS OF LOT 3 – 3 LINCOLN, LLC



REVISIONS TO 3 LINCOLN, LLC JDA SECOND AMENDMENT

SINCE PREVIOUS CITY COUNCIL MEETING



- › Section 5b - Lot 1A will likely be the final phase of development and therefore 3 Lincoln, LLC has added language to provide an updated Site Concept Plan prior to starting the entitlement process
 - “The Developer agrees to create concept plans depicting the layout and design of Lot 1A including site design concepts, internal layout, and building use scenarios (“Lot 1A Site Concept Plans”). The Lot 1A Site Concept Plans shall be presented to the City prior to submission of a Sketch Plan Application to the City of Biddeford.”
- › Section 5c - 3 Lincoln LLC is releasing the City of Biddeford on the current obligations related to the Riverwalk
 - “Section 3.2.3 of the Existing Agreement is hereby deleted in it’s entirety.”
- › Section 5d - 3 Lincoln LLC is releasing the City of Biddeford on the current obligations related to smart infrastructure
 - “Section 3.2.4 of the Existing Agreement is hereby deleted in it’s entirety.”

Main Components of WDC's JDA

SUMMARY



P&S between City and WDC to purchase land for \$1. Maximizes points in funding applications



Sewer separation contribution of between \$740k-\$840k & additional \$240k in sewer impact fee.



WDC to Close on the land to start construction/brownfield cleanup prior to the end of 2028.



WDC to sign a separate agreement with garage operator without City financial involvement.



WDC to provide 80 units of affordable senior housing and 10 market rate units to help offset garage costs.



City and WDC to enter into a 75% TIF with the possibility of a Pilot for any additional years needed for 30-year term to maximize MaineHousing points.



City to provide \$300k from HTF or reduction in sewer separation contribution if HTF has insufficient funds.



Makes available existing TIF extension valued at \$14.8 million to the City over 20 years

Revisions to WDC's JDA

SINCE PREVIOUS CITY COUNCIL MEETING



Clarification that the Sewer Separation Contribution is in addition to the Sewer Impact Fee



WDC to sign a separate agreement with garage operator for market rate monthly leases **without City financial involvement.**



WDC to provide 80 units of affordable senior housing and 10 market rate units to help offset garage costs.*



City to provide \$300k from HTF or reduction in sewer separation contribution if HTF has insufficient funds instead of previously requested \$200k. Difference is needed to help offset long term parking payments by WDC

**All market rate units are required to have the same amenities, be of similar size, and be proportionally distributed throughout the building so as to be indistinguishable physically from the income restricted units. By their nature they will rent for significantly less than new market rate apartments in the area and will result in a product that is akin to what is often referred to as "Naturally Occurring Affordable Housing" (NOAH). The restrictions on the affordable units are very rigid and do not allow a resident to exceed income limits by even \$1. This often means turning away residents who may only earn a few hundred or a few thousand dollars a year too much but lack access to other viable housing options that they can afford. That is who these units are likely to serve and will likely be rented at just a slightly higher rent than the units restricted by MaineHousing rent and income limits.*

Garage Stabilization Payments

NEXT 5 YEARS

Payment Date	Amount
Dec – 21	\$130,024
Jun – 22	\$132,741
Dec-22	\$217,233
Jun-23	\$171,282
Dec-23	\$183,940
Jun-24	\$208,227
Dec-24	\$201,864
Subtotal	\$1,245,311
Avg Annual Payment	\$355,803

Projected Annual Future Payment Obligations*	
2026	\$355,803
2027	\$355,803
2028	\$355,803
2029	\$355,803
2030	\$355,803
Total	\$1,779,016

*Conservative since figures do not include assumptions about increased parking demands or rates

5 Year Financial Impact

SEPARATE JDA



WDC Financial Impacts to the City in the next five years Fathom Financial Impacts to the City in the next five years

Building Permits	\$300,000
Sewer Impact Fees	\$240,000
Parking Revenue - 61 spaces	\$216,193
Extra Revenue from Splitting Lots	\$200,000
Sewer Separation Contribution	\$740,000
25% City TIF Revenue Share	\$73,063
Subtotal	\$1,696,193
Brownfield Remediation	\$1,000,000
TMP DOT Payment	\$53,913
Total Financial Impact from WDC	\$2,823,169

Building Permit - Building 3A	\$287,000
Building Permit - Building 3A Townhomes	\$80,360
Building Permit - Building 3B	\$301,350
Building Permit - Building 3C	\$30,135
Sewer Impact Fees - All Buildings on Lot 3	\$464,600
Parking Revenue - 140 spaces	\$425,863
Revenue from Purchase of Land	\$560,000
Tax Revenue from Phase I *	\$2,142,000
Subtotal	\$4,291,308

*Tax calculation for Lot 3 anticipates an avg annual tax bill of \$6,300/unit

Brownfield Remediation	\$3,000,000
TMP DOT Payment	\$306,087
Total Financial Impact from Fathom	\$7,597,395

Total Financial Benefit to the City over 5 Years

Subtotal 5 Yr Financial Benefit to City of WDC & Fathom

\$5,987,502

Total 5Yr Financial Benefit Including Brownfield Cleanup & DOT Improvements to Elm Street Corridor

\$10,347,502

5 Year Financial Impact

TOTAL FINANCIAL BENEFIT TO THE CITY OVER 5 YEARS

Subtotal 5 Yr Financial Benefit to City of
WDC & Fathom

\$5,987,502

Total 5Yr Financial Benefit Including
Brownfield Cleanup & DOT Improvements
to Elm Street Corridor

\$10,347,502

WDC's Capital Stack

COMPLEXITIES OF FINANCING AFFORDABLE HOUSING



› Layers of Financing Required to Make Two Phases of Affordable Housing Work

- **\$19.2 million** in federal Low Income Housing Tax Credits awarded through a competitive MaineHousing process.
- **\$5.2 million** in direct subsidy from MaineHousing.
- **\$1 million** in Brownfield funding from SMPDC or DOE.
- **\$2.4 million** through the Federal Home Loan Bank of Boston's competitive AHP program.
- A TIF which allows us to offset operational expenses to afford larger permanent debt amounts.
- **\$300k** from the Housing Trust Fund
- **\$4.4 million** in permanent debt

Moving Forward Together

A STRONGER, MORE PROSPEROUS BIDDEFORD

- › Over \$30 Million in total financial benefits to the city over 20 years
 - **\$14.8M Million** in taxpayer savings extending the existing Rt 111 TIF
 - **80 New Units of Affordable Housing** with maximized funding scoring potential
 - Enhanced transit-oriented development and revitalization of MERC site at quicker speed
 - Attracts future developments and positions Biddeford as a leader in economic/housing growth



TIF Extension

OVERVIEW



New State Legislation allows for 20-year extension of an existing TIF if 75% of value goes to support Affordable Housing'



The TIF shelters increased tax revenue from County Tax Obligations and State Education Reimbursement Calculations

Without the separate JDA, WDC would likely need to request its own TIF to maximize points with MaineHousing in lieu of the TIF Extension.



In other words, **the County and State are providing millions of dollars to Biddeford** to help promote certain economic and housing related growth



Total projected valuation of TIF extension from WDC's Affordable Housing Development - **\$14.8 Million to the City**

Without WDC's Affordable Housing it is uncertain whether or not the City could qualify for the extension.

The Benefits of Supporting a JDA with WDC

SUMMARY

- › \$14.8 Million County and State education funding to the City is tied to extending the existing Rt 111 TIF
- › WDC scoring aiming to be amongst the highest statewide, significantly increasing the likelihood of securing competitive funding from MaineHousing to build affordable housing in Biddeford
- › Fathom is construction-ready, projecting \$4.3 million in direct financial benefit to the City over the next 5 years
- › The \$6 million in direct financial benefits from WDC and Fathom over the next 5 years more than covers the City's \$1.8 million in projected obligations to cover shortfalls in the garage
- › Brownfield clean up by WDC and Fathom of the former MERC site estimated at approximately \$1-\$4 million not using any City funds.
- › \$360,000 in developer funded DOT improvements to the Elm Street Corridor
- › Potential net financial gain of more than \$30 million to the City over a 20-year period

The Cost of Doing Nothing

HIGHER TAXES & MISSED OPPORTUNITIES

- › \$14.8 Million County and State funding to the City from extending the existing Rt 111 TIF is likely at risk.
- › WDC projects score significantly lower making the affordable housing projects go from “likely funded” to uncertain.
- › Fathom is construction-ready; delaying subdivision adds costs and risks postponing all related City revenues.
- › Project delays increase the risk of vacant garage space and higher City payment obligations.
- › Brownfield clean up of the former MERC site (\$1-\$4 million) likely delayed or lost.
- › \$360,000 in developer funded DOT improvements to the Elm Street Corridor are at risk.
- › Risk of delaying \$6 million in direct financial benefits to the City over the next 5 years.
- › Potential net financial loss of more than \$30 million to the City over a 20-year period.



City Council

Meeting June 17, 2025

Date:

Meeting 6:00 PM

Time:

Agenda 10.e

Item No:

Item Remove from Table 2025.70 Approval 2nd Amendment to Master Plan

Description: Development Agreement 3 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, 3 Lincoln Master Development Plan Agreement-FINAL Executed 11.17.20, 2025 Proposed Second Amendment to Master Plan Development Agreement Draft 06.13.2025, Amendment to Master Plan, Pearl Street Riverside District - City of Biddeford - April 2024 Site Concept Plan Presentation to CC, PSRD City Council Update 11.19_Final to CC

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.

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.

✓ More Affordable Housing for Seniors

- 90 new affordable apartments designed for senior citizens.
- Increases housing security for aging residents on fixed incomes.
- Helps meet Maine's growing demand for affordable housing.

✓ Enhancing Public Transportation & Infrastructure

- Supports transit-oriented development, improving accessibility and walkability for residents.
- Positions Biddeford as a leader in smart growth and sustainable development.
- Strengthens downtown revitalization efforts, increasing local business activity..

✓ Taxpayer Savings & Smart Growth

- Savings from reduced county tax obligations and increased state education subsidies.
- Ensures new development pays for itself without burdening existing taxpayers.
- 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.
- ✖ No guaranteed reinvestment in transit, infrastructure, or economic development.
- ✖ Potential loss of private development interest, making future projects harder to attract.
- ✖ 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

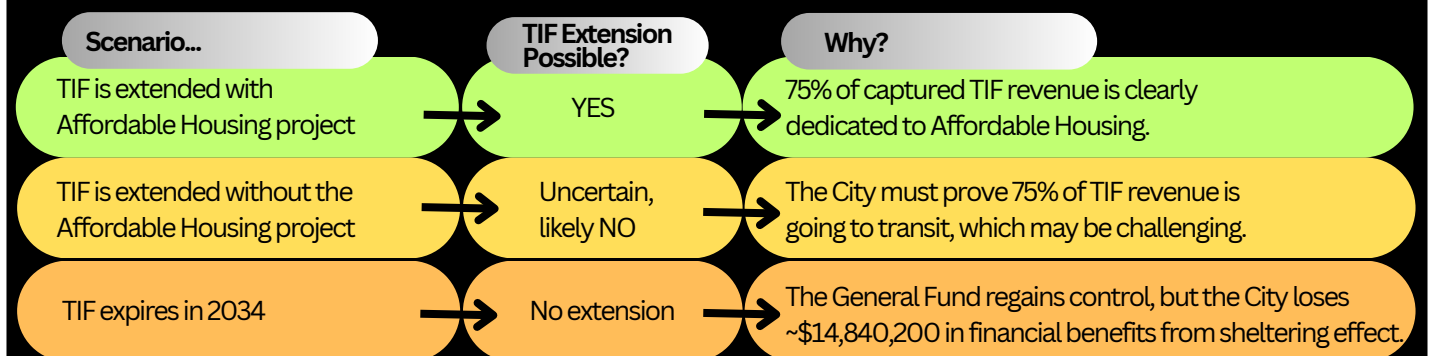
The Affordable Housing Development Clearly Meets the 75% Requirement.

- 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?



Why This Matters For Biddeford

- 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.
- New Revenue Streams – A mix of new property tax revenues, property sales, and lease agreements creates long-term financial stability.
- Expansion of Affordable Housing – Addresses a critical need for senior affordable housing while leveraging state incentives.
- Strategic Economic Growth – Aligns with Biddeford’s long-term redevelopment and transit-oriented development goals.

Why the Affordable Housing Project is Beneficial

Total Estimated Financial Benefit Over 20 Years

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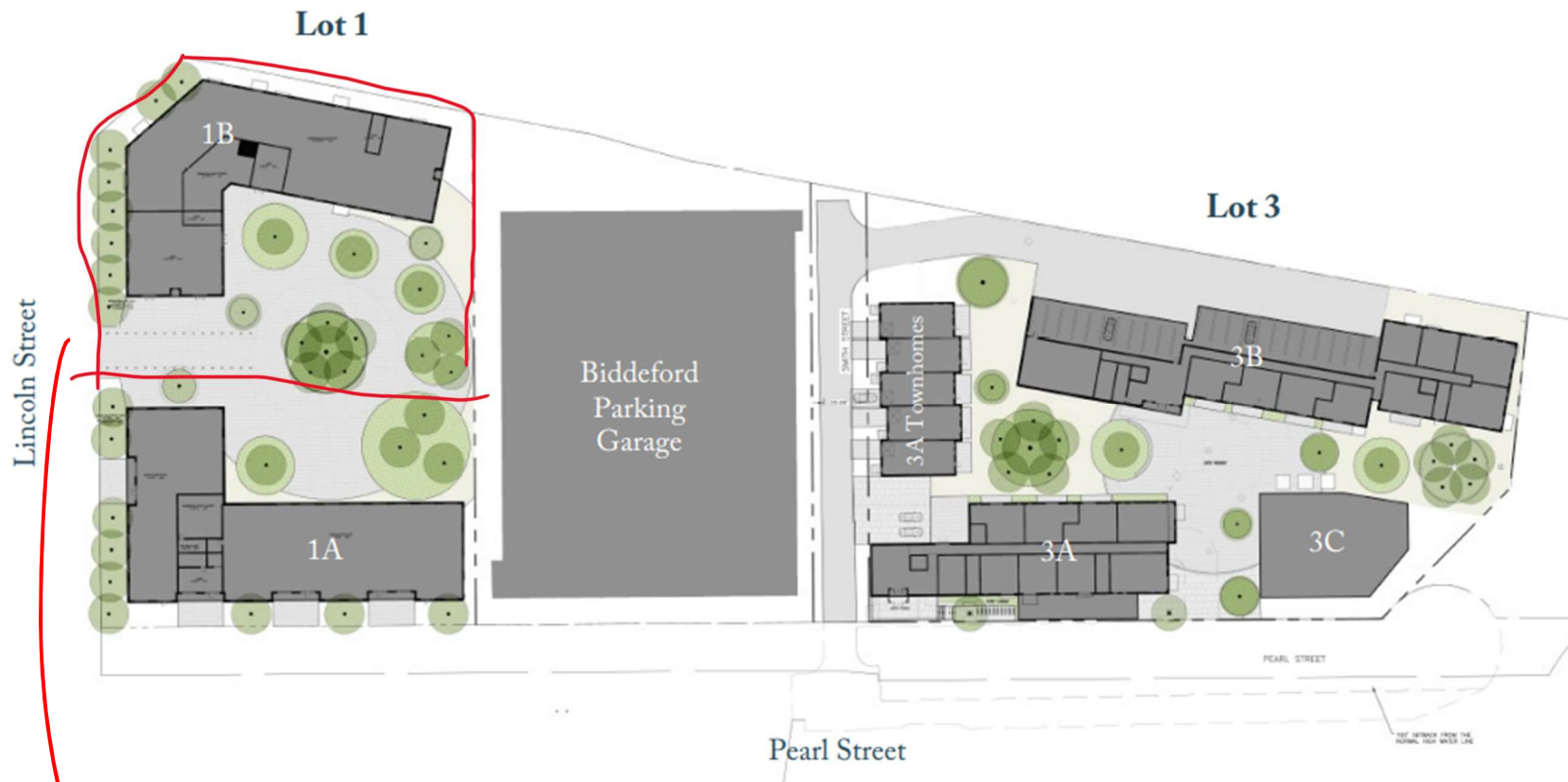
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To the left is Westbrook Development Corporation Lot 1C & 1 C

**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:

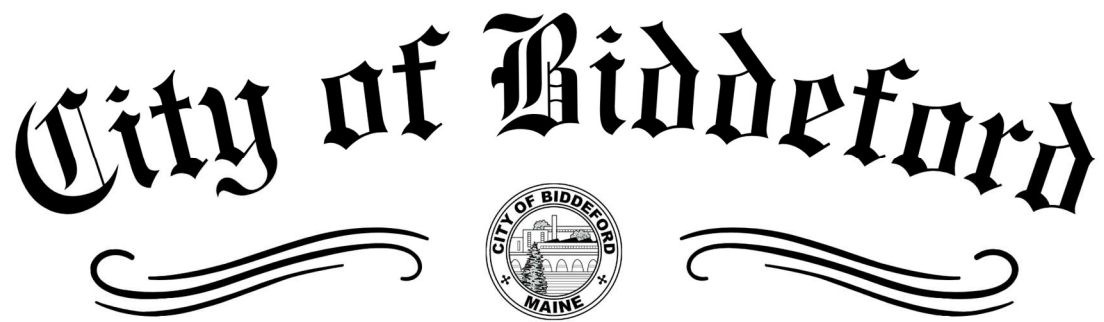
PURCHASER:

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: _____

Master Plan Development Agreement

This Master Plan Development Agreement (this “Agreement”) dated November 17, 2020 (“Effective Date”), is executed between 3 Lincoln, LLC, a Maine limited liability company (the “Developer”), having an address at P.O. Box 7486, Portland, Maine 04112 and the City of Biddeford, Maine, a Maine municipal corporation and body politic with offices at 205 Main Street, Biddeford, Maine (the “City”). The Developer and the City are collectively referred to as the “Parties.”

RECITALS

WHEREAS, the City owns the parcel of land in Biddeford, Maine commonly known as the “MERC” site located at 3 Lincoln Street, a plan of which is attached hereto as Exhibit A and a legal description of which is attached as Exhibit B (the “Site”). The Site is an irregularly shaped parcel containing approximately 8.4 acres of land bound to the west by Lincoln Street, the east by the Saco River, to the north by the Boston & Maine Railroad, Gooch Street, and to the south by Pearl Street and several commercial/industrial buildings.

WHEREAS, the City, working with a team established by the City Council, developed the 3 Lincoln Street Redevelopment Market and Feasibility Study in conjunction with Camoin Associates (the “Camoin Study”), to establish a blueprint for the redevelopment of the Site (the “Project”).

WHEREAS, the City has selected the Developer to serve as the master developer for the Project.

WHEREAS, the goals of the Project are to develop up to 400,000 square feet of new, mixed use commercial space, create between 800 and 1,800 new jobs, and increase the City’s base property value by up to \$63,000,000.

WHEREAS, the Project is expected to become an anchor within the City’s so-called “Mill District,” with the goal that the Project will support activities in the existing surrounding buildings, the RiverWalk and its amenities, and associated business development in the surrounding area.

AGREEMENT

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

ARTICLE I

GENERAL TERMS & COMMITMENTS

1.1 **Purpose.** This Agreement sets forth the major terms and conditions under which the Parties 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/or necessitated. The Parties have sought in this Agreement to (i) provide a sufficient degree of definition to facilitate planning, design and implementation within a broad scope and (ii) make certain commitments that are necessary to achieve the successful realization of the Project.

1.2 **Description of the Project.** The Project consists of the planning, permitting, and development of the Site, including coordination of the development by the City of a municipal parking garage (the “**Municipal Parking Garage**”) on the portion of the Site shown on Exhibit A as the site for those improvements (“**Garage Site**”) and the development of buildings adjacent to the Municipal Parking Garage generally located on the east and west sides of that structure on the development sites shown on Exhibit A (collectively the “**Development Sites**”) as commercial, residential, academic, hospitality, retail or other uses (collectively the “**Adjacent Buildings**”). The Parties shall progress through each stage of the Project, consistent with **Section 1.3** below, giving due consideration to Site conditions, financial feasibility, and other commercially reasonable development considerations. The Parties expressly acknowledge the need to provide reasonable flexibility to the Developer to enable the Developer to respond to changing market conditions and intend that the scope of the Project be interpreted and adjusted by the City and the Developer in a manner that will promote, and not hinder, a commercially reasonable and economically viable redevelopment of the Site. Without limitation of the foregoing, as of the date of the Agreement, the Project and its various elements are envisioned to be generally consistent with the Camoin Study. In the course of modifying and refining these initial plans throughout the development process, the Developer will seek to incorporate a mixture of residential, retail, office, hospitality, education and service uses with the adjacent Municipal Parking Garage, park area, street system, the RiverWalk and other amenities intended to foster the creation of an economically vibrant, urban style mixed use destination, generally as contemplated by the Camoin Study and in accordance with the principles enumerated in **Section 3.1** of this Agreement.

1.3 **Project Schedule.** The Project shall proceed in accordance with the following schedule (the “**Project Development Schedule**”):

As of the Effective Date, the City shall deliver to Developer a garage concept plan deemed suitable by the Developer (as set forth in **Section 3.2** below) including, without limitation, all four elevations, a section plan, parking space count, structural plan, and other AIA standard elements (“**Garage Concept Plan**”) (the date of delivery referred to as the “**Start Date**”).

1.3.2 Within three (3) months following the Start Date, the Developer shall prepare (or have prepared) and present to the City a concept plan for the development of each of the Development Sites (the “**Preliminary Concept Plan**”). In the event that the City determines that the Preliminary Concept Plan is not suitable, and the City and the Developer are unable to

agree to revisions to the Preliminary Concept Plan that make such plan suitable to the City, the City shall be permitted to terminate this Agreement in accordance with Article VI; provided, that in the event that the City terminates this Agreement pursuant to this Section 1.3.2, the City shall reimburse the Developer for all costs and expenses incurred prior to the date of termination, plus twenty percent (20%) to partially compensate the Developer for its time and effort.

1.3.3 Within the six (6) month period following written notice of acceptance of the Preliminary Concept Plan by the City, the Parties shall agree to a financial plan and, utilizing design plans associated with the Municipal Parking Garage, shall work together to create concept plans depicting the layout and design of the Development Sites and the Site as a whole, including site design concepts, internal layout, and building use scenarios (the “Site Concept Plans”). The Site Concepts Plans also shall set forth a timetable by which Developer shall complete the improvements described in the Site Concept Plans with agreed upon financial penalties if such timetables are not reasonably accomplished. In the event that the City or the Developer determines that the proposed Site Concept Plans are not suitable, and the City and the Developer are unable to agree to revisions to the Site Concept Plans that make such plans suitable to the City or the Developer, the City or Developer shall be permitted to terminate this Agreement in accordance with Article VI; provided, that in the event that the City terminates this Agreement pursuant to this Section 1.3.3, the City shall reimburse the Developer for all costs and expenses incurred prior to the date of termination, plus twenty percent (20%) to partially compensate the Developer for its time and effort.

1.3.4 During the six (6) month period following the approval by the City and Developer of the Site Concept Plans, each of the City and the Developer shall use commercially reasonable efforts to obtain all federal, state and municipal permits and approvals (“Governmental Approvals”) necessary to proceed with the development and improvements described in the Site Concept Plans. The City shall have primary responsibility for the Governmental Approvals required for the Municipal Parking Garage and related improvements and the Developer shall have primary responsibility for the Governmental Approvals required for the buildings and related improvements to be located on the Development Sites; provided that the Parties acknowledge that as an integrated master development the Governmental Approvals are likely to be highly integrated and interdependent, and therefore agree to work cooperatively and on a coordinated basis to obtain the Governmental Approvals.

1.3.5 Throughout the period specified in Sections 1.3.2-1.3.4 above, the Parties shall work together to identify candidates as potential tenants, joint venture participants, co-developers, or other users for the Development Sites.

1.3.6 The milestone dates set forth in Sections 1.3.2, 1.3.3 and 1.3.4 shall be extended in the event the Municipal Parking Garage has not achieved the same milestone as specified in each Section for the Project. The extension of the applicable milestone shall be coterminous with the date the Municipal Parking Garage achieves its corresponding milestone, in order to assure that the pace of development of the Project does not proceed at a substantially

more rapid rate than the development of the Municipal Parking Garage, which is an critical element in the Developer's ability to successfully develop the Project.

1.4 Exclusive Development. The Parties shall work exclusively with each other, in good faith, to develop the Project. This Agreement shall not extend to any other activities, transactions or relationships other than with respect to the Project and the transactions contemplated by this Agreement. Nothing in this Agreement shall preclude or restrict either Party from conducting its business as it determines in its sole and absolute discretion other than in connection with the Project, and neither Party shall have any rights or obligations in and to the other Party's independent ventures or the income or profits derived therefrom, including any ventures located proximate to the site.

1.5 Personnel and Resources. Each Party shall make available, at all reasonable times and location, the personnel and resources reasonably necessary to complete such Party's responsibilities with respect to the development of the Project.

1.6 Manner of Development. The Parties acknowledge and agree that the development of the Adjacent Buildings may be undertaken by the Developer through whatever means or transaction structure the Developer determines appropriate, including through direct ownership and development by Developer, leasing or re-sale to third parties, co-development with joint venture partners, subdivision and sale for development of all or portions of the Development Sites or Adjacent Buildings, declaration of one or more condominiums or through use of any other means or transaction structures as Developer determines appropriate, with the overall goal of developing the Development Sites on the basis described herein (the foregoing being referred to herein as "Development Relationships"). Developer agrees that in the event the development of the Adjacent Buildings is undertaken by anyone other than Developer or its related entities, Developer shall first obtain the written consent of the City to the involvement of any third party individuals or entities, which consent shall not be unreasonably withheld.

ARTICLE II PURCHASE OPTION

2.1 Purchase Option. The City hereby grants to the Developer an exclusive option (the "Option") to purchase either or both of the Development Sites, including all rights, privileges, easements and appurtenances thereto existing or as necessary or convenient for the construction, development and operation of the Adjacent Buildings and other improvements identified and defined in the Site Concept Plans, but specifically excluding the cell tower site (the "Subject Property"). This Option applies to the Subject Property both in its current state and in the event it is further developed. The Subject Property shall be conveyed together with all improvements thereon, all easements and rights of way relating thereto, all appurtenances thereto, as well as any common element interests therein, and subject to the terms and conditions set forth in this Agreement.

2.2 Terms of the Option. The Option granted hereby shall have the following terms and conditions:

2.2.1 Term: The Option shall have a term beginning on the Effective Date and expiring eighteen (18) months following receipt of all Governmental Approvals pursuant to Section 1.3.5 hereof, unless the same shall sooner be exercised or terminated in accordance with the terms hereof ("Option Term").

2.2.2 Purchase Price: The total purchase price for the Subject Properties if they are purchased together shall be One Million Two Hundred Thousand Dollars (\$1,200,000) (the "Purchase Price").

2.2.3 Exercise of Option: Upon satisfaction of the Condition of Exercise described in Section 2.2.4 below, the Option may be exercised by the Developer by the transmittal of a signed written notice of the Developer's exercise of the Option ("Notice of Exercise"), and specifying the date, time and place for closing on the purchase of the Subject Property, which shall not be later than ninety (90) days following the date of the Notice of Exercise ("Closing Date"). The Developer shall have the right to exercise the Option with respect to either or both Subject Properties, and if exercised for one of the Subject Properties the Option shall continue in force for the other Subject Property for the remainder of the Option Term. If the Developer exercises the Option separately, the purchase price for the first property shall be Seven Hundred Thousand Dollars (\$700,000) and the purchase price for the second property shall be Seven Hundred Thousand Dollars (\$700,000) for a combined purchase price of One Million Four Hundred Thousand Dollars (\$1,400,000).

2.2.4 Condition of Exercise: It shall be a condition of exercise of the Option that the Site Concept Plans shall have been completed pursuant to Section 1.3.3 above.

2.2.5 Closing: The closing of the purchase of each Subject Property hereunder shall be conducted in accordance with the following provisions:

(a) The City shall sell, assign, convey, transfer and deliver title to the Subject Property together with all easements, licenses, rights of way and appurtenant rights reasonably required in order to develop the Subject Property in accordance with the Site Concept Plan, and together therewith all surveys, plans, specifications, title commitments or policies and other records, files or information related to the development of the Subject Property in accordance with the Site Concept Plan, free and clear of any liens, encumbrances or restrictions of any nature, except for the Permitted Real Property Liens. "Permitted Real Property Liens" means: (i) real property taxes for the current tax year that are not due and payable as of the Closing date, (ii) any liens, encumbrances or other title exception or nonconformity accepted by, or not expressly objected to in writing by, the Developer at or before Closing, and (iii) local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations.

(b) The Developer shall pay the Purchase Price by wire transfer to an account specified by the City, as increased or decreased by applicable prorations and adjustments, including (i) all real and personal property taxes and similar ad valorem obligations levied with respect to the Subject Property for a taxable period that includes (but does not end on) the Closing Date based on the number of days of such taxable period included in the period ending with and including the Closing Date, (ii) any and all other income and expenses items that relate to the Subject Property that are incurred during a period beginning before the Closing Date and ending after the Closing Date, including but not limited to (i) water, sewer, electricity, gas, oil, telephone and other utility expenses, and (ii) payments under any contracts or agreements related to the Subject Property that Developer agrees to accept an assignment (collectively, the “Prorations”). The Prorations shall be apportioned as of the Closing Date such that the City shall be liable for that portion of such Prorations relating to, or arising in respect of, periods through and including the Closing Date and Developer shall be liable for (and shall reimburse the City to the extent City shall have paid) that portion of such expense items relating to, or arising in respect to, periods after the Closing Date.

2.3 Memorandum of Option. The Parties agree that upon request of either Party, a Memorandum of Option incorporating the terms hereof may be filed in the York County Registry of Deeds in lieu of the filing of the whole of this Agreement.

ARTICLE III RESPONSIBILITIES OF PARTIES

The Developer and the City have agreed to implement the vision and objectives embodied in the Camoin Study by agreeing to complete the responsibilities of each Party enumerated in this Agreement. The Parties acknowledge that this is a joint public and private enterprise in which the Parties will work closely together to further the completion of the Project. The following responsibilities are hereby assigned to the Parties:

3.1 Developer Responsibilities. The Developer shall use commercially reasonable efforts to:

3.1.1 Perform its obligations pursuant to Article I hereof.

3.1.2 Design, develop and construct the Adjacent Buildings in accordance with the Site Concept Plans, or arrange for their design, development and construction through one or more Development Relationships. The Parties agree that the development of the Adjacent Buildings may be phased.

3.1.3 In designing and developing the Adjacent Buildings, the Developer shall consider the following factors:

- a. Site use plans that incorporate urban mixed use principles;

b. Transit and pedestrian orientation with existing or future facilities in the Mill District;

c. Connection to surrounding properties, including cross track connections to the Saco-Lowell Building, potential use of buildings and building sites on Elm Street and the potentially re-aligned Lincoln and Pearl Streets; and

d. Coordination with mill owners in the Mill District, particularly as it relates to energy self-sufficiency.

3.2 City Responsibilities. Perform its obligations pursuant to Article I hereof.

3.2.2 The City shall continue to move forward with and make progress on the development of the Municipal Parking Garage and shall use best efforts to keep the Developer apprised of all design plans and changes. The Developer's responsibilities under this Agreement shall be conditional upon the Developer's deeming suitable the Garage Concept Plan, which shall include the Developer having sufficient time and opportunity to review the Garage Concept Plan and to exercise the Developer's judgment, at its sole discretion, regarding the suitability of such Garage Concept Plan. In the event that the Developer determines that the Garage Concept Plan is not suitable, and the City and the Developer are unable to agree to revisions to the Garage Concept Plan that make such plan suitable to the Developer, the Developer shall be permitted to terminate this Agreement with no further obligation and without penalty, as specified in Article VI.

3.2.3 The City shall continue to move forward on the planning, design and construction of the next phase of the RiverWalk.

3.2.4 The City shall pursue the planning and design of smart infrastructure for the benefit of 3 Lincoln Street and downtown Biddeford, including without limitation, gigabit internet service, wireless broadband mesh network, LED lighting, video and sensor technology, and the software required to store, analyze and secure data transmitted through this smart infrastructure.

3.2.5 The City and Maine Energy Recovery Company, LP, the former owner of the Site, pursuant to a Voluntary Response Action Plan ("VRAP"), completed environmental remedial actions on the Site 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. Developer 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 Site that are binding upon Developer and its successors and assigns. Developer agrees that the Certification of Completion is satisfactory evidence that all required environmental remediation on the Site was completed as of the date of the Certification of Remediation and that the City's obligations to complete any additional environmental remediation at the Site required in order to allow for the development of the Site contemplated hereby, including the financing of such development with financial institutions, is limited to environmental conditions occurring after the date of the Certification of

Completion. In the event that any such remediation is necessary, the City will provide to Developer, on or before the Closing Date for each Subject Property, evidence of the required remediation in form reasonably acceptable to Developer and any financial institutions financing the Municipal Parking Garage and Adjacent Buildings, including the environmental clearances listed on Exhibit C hereto.

3.2.6 The City shall provide the Developer with all environmental site assessments (phase 1 and 2 together with any additional test results), geotech studies, the results from test borings, soil samples, monitoring wells, and all other background information in the City's possession, or under its control, pertaining to the Site.

3.2.7 The City will assist the Developer in any local or state reviews necessary for the development of the Site.

3.2.8 The City shall exercise best efforts to assure that the Developer is not required to bear the cost of all offsite improvements necessary to support the contemplated development of the Project, including any costs necessary to ensure that utilities adequate to support the contemplated development are delivered to the Subject Property.

3.2.9 The City will work with the Developer to identify a full range of financial, tax, and development incentives for the redevelopment of the Site; provided, that the City's obligations under this Section 3.2.9 are subject to the Developer's cooperation in providing reasonably requested financial and project-level information. Any such financial information provided by the Developer 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.

3.2.10 The City shall promptly provide to the Developer all information it has related to potential Development Relationships.

3.3 Joint Party Responsibilities.

3.3.1 Performance: Time is of the essence and a material provision of this Agreement. The Developer and the City shall exercise commercially reasonable efforts to coordinate their development efforts and recognize that meeting the timelines contained herein are, in part, contingent upon the overall success of developing their respective portions of the Projects and market trends. The Parties may agree to mutually extend the timeframes specified herein as appropriate based on overall development progress; provided, however, that if one or more of the Parties does not meet a timeframe specified in this Agreement and the Parties cannot mutually agree upon an extension of such timeframe, such failure to meet the original timeframe shall be treated as an Event of Default, as defined below.

3.3.2 Access to Information: Upon reasonable request, each Party shall provide the other Party with full and complete access to data, documents, and any other information pertinent to the Project in order to permit each Party to perform an adequate due diligence review of matters related to the Project at each stage of development.

3.3.3 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 the Developer 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.

3.3.4 Confidentiality: Neither Party, nor any permitted affiliate, agent or advisor of either Party shall: (a) disclose to any third party any information concerning the Project, the Site, prospective or actual Developer Relationships, the other Party, its affiliates or this Agreement; or (b) use any such information in any manner which may directly or indirectly negatively impact the Project, the other Party, or its affiliates, except that such information may be disclosed by such Party if required by law or, following written notice to the Party whose information is to be disclosed, to any lender or prospective lender or other entity necessary to develop or finance each portion of the Project. This confidentiality requirement shall not restrict the release of information which: (i) is or becomes generally available to the public other than as a result of disclosure by the other Party or its representatives, (ii) was or becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party or its representatives; provided, that, to the receiving Party's knowledge and after due inquiry, such source is not prohibited from disclosing such information to the receiving Party by a contractual, legal or fiduciary obligation to the disclosing Party or its representatives, or (iii) is independently developed by the receiving Party without violating its obligations hereunder. In the event that this Agreement terminates prior to the purchase of the Subject Property by the Developer pursuant to Article 2 herein, then all such data, plans, proposals, and other materials furnished hereunder shall be returned to the Party from whom received, with an appropriate assurance that all copies thereof have been destroyed, except for those materials that were presented to the Developer, the Biddeford City Council or other governing body of the Parties. The obligations established pursuant to this section shall survive any termination of this Agreement and the withdrawal of a Party for a period of three (3) years.

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 the development, negotiation, design, financing, ownership, construction, operation or maintenance of the Project, or relation to any of their obligations under 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
INDEMNIFICATION

Each Party shall indemnify, defend, and hold harmless the other Party and its agents, servants, officers, directors, employees and Affiliates from and against any loss, cost, liability, claim, damage, expense (including, without limitation, all out-of-pocket expenses, reasonable attorneys' and paralegal fees, disbursements and costs), penalty or fine incurred in connection with any claim or cause of action arising from or in connection with any claim or cause of action arising from or in connection with the Project or this Agreement to the extent caused by the negligence, misrepresentation, fraud, fault or misconduct of the indemnifying Party or any of its Affiliates.

The City's duty to indemnify shall not waive any defense, immunity or limitations of liability, which may be available to the City, its officers, agents, or employees, under the Maine Tort Claims Act, 14 M.R.S. §8101, et seq., or any other privileges or immunities as may be provided by law.

The Developer shall maintain commercial general liability insurance with coverage for personal injury liability and/or property damage liability with minimum limits of not less than \$1,000,000 per occurrence, and shall name the City as an additional insured on such policies.

ARTICLE VI
DEFAULT AND REMEDIES

6.1 Events of Default. The following shall each constitute an event of default under this Agreement (each, an "Event of Default"),

6.1.1 The Developer's failure to observe or perform any covenant, agreement, or obligation of the Developer set forth in this Agreement, whether or not specifically identified in this Agreement as an Event of Default.

6.1.2 The City's failure to observe or perform any covenant, agreement, or obligation of the Developer set forth in this Agreement, whether or not specifically identified in this Agreement as an Event of Default.

6.1.3 The filing by the Developer of any petition or the initiation of any proceedings under the United States Bankruptcy Code or under any act or acts, state or federal, dealing with, or relating to the subject or subjects of bankruptcy or insolvency, or under any amendment of such act or acts, either as a bankrupt or as an insolvent, or as a debtor, or in any similar capacity, by the Developer; or any involuntary petition in bankruptcy is filed against the Developer and the same is not stayed or discharged within sixty (60) days from such filing; or any other petition or any other proceedings of the foregoing or similar kind or character is filed or instituted or taken against the Developer, or a receiver of the business or of the property or assets

of the Developer, is appointed by any court, except a receiver appointed at the insistence or request of the City; or the Developer makes any assignment for the benefit of its creditors;

6.2 Opportunity to Cure. If an Event of Default occurs, the non-breaching Party shall give the breaching Party written notice of the Event of Default and an opportunity to cure of not less than thirty (30) days, and if the default is, of its nature, not curable within 30 days, then a reasonable period to effect a cure given the nature of the default.

6.3 Remedies. In the event that the breaching Party fails to cure an Event of Default within the cure period set forth in Section 6.2, then the non-breaching Party shall be entitled to pursue any and all legal or equitable remedies available to it under the circumstances.

ARTICLE VII REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties. Each Party represents and warrants to the other that:

7.1.1 it is duly qualified to do business and is in good standing in the State of Maine;

7.1.2 it has full power and authority to execute, deliver and perform its obligations under this Agreement;

7.1.3 the execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action by such Party; and

7.1.4 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 articles of incorporation or by-laws 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.

ARTICLE VIII FORCE MAJEURE

The timeframes and deadlines for performance of the obligations of the Parties shall be specified herein shall be extended during the period of any force majeure. For the purposes of this Agreement, “force majeure” shall mean and include all factors, circumstances, transactions, occurrences and other actions beyond the direct control of the Party, including without limiting the generality of the foregoing, labor disputes, civil disturbance, war, war-like operations, invasions, rebellion, hostilities, military or usurped power, sabotage, fires or other casualty, or acts of God that have the effect of rendering practically unavailable materials or labor or other resources necessary to perform the obligation or responsibility in a timely manner.

ARTICLE IX
MISCELLANEOUS

9.1 Right to Require Performance. The failure of either 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 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.

9.2 City Agencies and Regulators. This Agreement is not intended to supersede the authority granted by law to any regulatory board or agency of the City. Such regulatory boards and agencies must perform their responsibilities in accordance with the law governing that performance. Therefore, nothing in this Agreement shall be construed or implied to require the City's planning, zoning, land use or other regulatory boards or agencies (however designated) to approve the plans for any aspect of the Project or other action required under this Agreement. Such boards and agencies are not obligated in any way by this Agreement

9.3 Relationship of Parties 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.

9.4 Affiliates. The Developer may form or employ related Affiliates for purposes of participating in the Project. It is expressly recognized that the Developer contemplates use of one or more special purpose entities to develop the Adjacent Buildings.

9.5 Definition of Terms. It is agreed by the Parties hereto that reference in this Agreement to the City and the Developer, and all expressions referring thereto, shall mean the party, person, or persons named above as the City and the Developer, as the case may be, their successors and assigns, or any person, persons, or parties claiming by, through or under them.

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

any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

9.7 No Oral Modifications. This Agreement may not be amended 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. Except for an affiliated single purpose entity organized by the Developer to construct and operate the Project, neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated by any Party, without the prior written consent of the other Party. This Agreement is not intended to confer any rights or benefits to any entity other than to the City and to the Developer, its affiliate entity organized to construct and operate the Project, and its affiliates.

9.8 Mutual Cooperation and Further Agreements. The Parties acknowledge that the obligations set further herein may be further described in other agreements as agreed to by the Parties. The City and the Developer agree to cooperate in good faith with regard to each and every aspect required for the completion of all operations contemplated by this Agreement. The Parties further agree to negotiate in good faith and to enter such other and further agreements as may be necessary to implement any aspect of design, engineering, construction or facility operation contemplated under this Agreement.

9.9 Expenses. Each Party shall pay all charges and fees in connection with employment of its respective attorneys relating to the negotiation of this Agreement, the Option, and the Definitive Agreement.

9.10 Notice. All notices required to be given to the City or the Developer 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. priority, 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	Keith R. Jacques, Esq. Woodman Edmands Danylik Austin Smith & Jacques, P.A. P.O. Box 468 234 Main Street Biddeford, Maine 04005
Developer	3 Lincoln LLC

c/o James H. Brady, manager
P.O. Box 7486
Portland, ME 04112-7486

With a copy to Christopher E. Howard
Pierce Atwood LLP
254 Commercial Street
Portland, Maine 04101

9.11 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.

9.12 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.

9.13 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.

9.14 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.

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17 day of Nov, 2020.

3 Lincoln, LLC

Its:

By:

Title: City Manager

Witness Jonathan Benoit

Witness

City of Biddeford, Maine

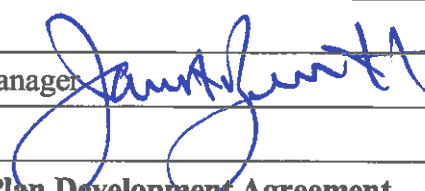


The Office of
City Manager

James A. Bennett

Email: jbennett@biddefordmaine.org

MEMORANDUM

TO:	BE Fidler LLC
FROM:	James A. Bennett, City Manager 
DATE:	December 19, 2019
RE:	Clarification to Master Plan Development Agreement

This memo issued to clarify .section 1.3.6 of the Master Plan Development agreement. That section contemplates that milestone dates within the agreement shall be extended if the parking garage was unable to meet its milestone. This section shall be broadly interpreted to include any delays that might occur that are a result of any infrastructure design, approval or construction required to serve the parking garage, including, but not limited to:

- Pearl Street Road Design and Construction;
- Pearl Street Utilities Design and Construction, including water and sewer improvements;
or
- Pearl Street Pedestrian and Landscape design and construction, including direct links to the Riverwalk.

Finally, nothing within the agreement, nor within this memo prohibits the parties to mutually extend any deadline contained within the agreement. Any extension shall be done in writing.

Exhibit A
Site Plan

[insert Site Plan]

1. CITY OF BIDDEFORD TO PROVIDE UNDERGROUND UTILITY SERVICE STUBS TO LOTS 1 & 3 WITH ADEQUATE CAPACITY, INCLUDING, BUT NOT LIMITED TO:
 - a. WATER (MINIMUM 4" DOMESTIC & MINIMUM 8" FIRE SUPPRESSION)
 - b. SANITARY SEWER (LOT 1: MIN 8" GRAVITY; LOT 3: FORCEMAIN PER SEWALL PLANS.)
 - c. GAS
 - d. ELECTRIC (MINIMUM AS SPECIFIED BY "ELECTRICAL LOADING" CALCULATIONS, PREPARED BY MEGA ENGINEERING, LLC, DATED 12/17/2019.)
 - e. TELEPHONE/COMMUNICATIONS/FIBER
 - f. STORMWATER
2. NO OVERHEAD INFRASTRUCTURE ON LINCOLN OR PEARL STREET.
3. NO PERMANENT STOCKPILE OF MATERIAL, FILL MATERIAL PLACED, DEBRIS, WASTE, CONTAMINATED MATERIAL OR PERMANENT IMPROVEMENTS ON LOTS 1 & 3. LOTS 1 & 3 GRADING AND DRAINAGE SHALL MATCH APPROVED GRADES PER PLAN REFERENCE #2.
4. LINCOLN AND PEARL STREET AT A MINIMUM MUST REMAIN OPEN TO ONE-WAY TRAFFIC. (EXCLUDING TEMPORARY CLOSURES.)
5. LOTS 1 & 3 ARE TO HAVE PERMISSION TO CONNECT TO THE STORMWATER INFRASTRUCTURE LOTS ON LOTS 2 & 4 AND WITHIN THE PROPOSED SMITH STREET EXTENSION PUBLIC ROW AS NECESSARY TO CONNECT TO THE SHARED STORMWATER SYSTEM.
6. SHARED STORMWATER SYSTEM TO REMAIN ON LOT 4 AND ALLOWS FOR UP TO 100% IMPERVIOUS COVERAGE ON LOTS 1 & 3.

1. "PEARL STREET RECONSTRUCTION PROJECT" PLAN SET, PREPARED BY SEWALL, DATED OCTOBER 14, 2020.
2. "BIDDEFORD PARKING GARAGE, MERC SITE" PLAN SET, PREPARED BY DESMAN, DATED SEPTEMBER 18, 2020.
3. EXISTING CONDITIONS SURVEY" PREPARED BY OWEN HASKELL, INC., DATED APRIL 19, 2018.
4. "GEOMEMBRANE RECORD DRAWING" PREPARED BY SUMMIT ENVIRONMENTAL CONSULTANTS, INC., DATED JANUARY 8, 2015

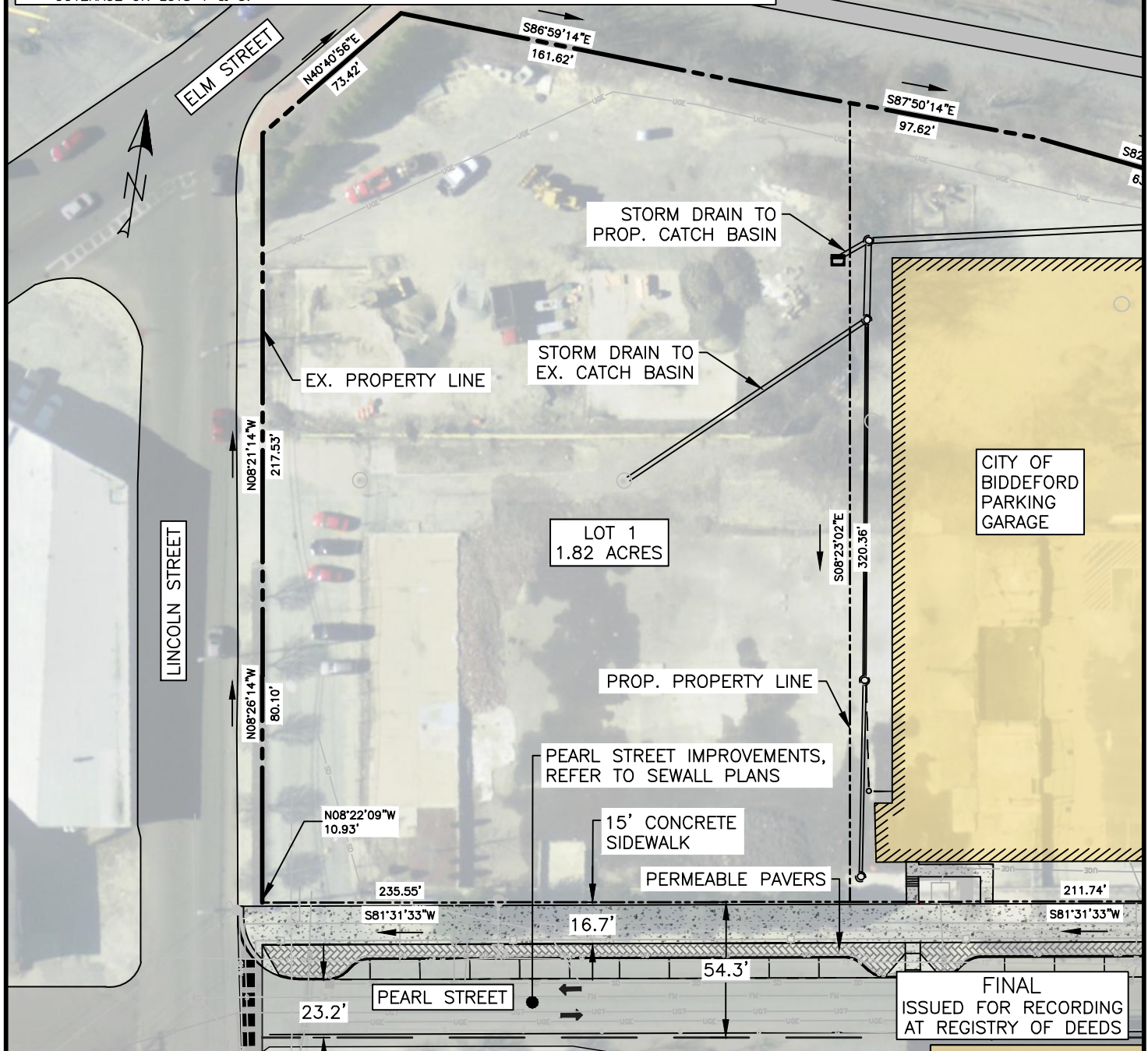


NOTES:

- CITY OF BIDDEFORD TO PROVIDE UNDERGROUND UTILITY SERVICE STUBS TO LOTS 1 & 3 WITH ADEQUATE CAPACITY, INCLUDING, BUT NOT LIMITED TO:
 - WATER (MINIMUM 4" DOMESTIC & MINIMUM 8" FIRE SUPPRESSION)
 - SANITARY SEWER (LOT 1: MIN 8" GRAVITY; LOT 3: FORCEMAIN PER SEWALL PLANS.)
 - GAS
 - ELECTRIC (MINIMUM AS SPECIFIED BY "ELECTRICAL LOADING" CALCULATIONS, PREPARED BY MEGA ENGINEERING, LLC, DATED 12/17/2019.)
 - TELEPHONE/COMMUNICATIONS/FIBER
 - STORMWATER
- NO OVERHEAD INFRASTRUCTURE ON LINCOLN OR PEARL STREET.
- NO PERMANENT STOCKPILE OF MATERIAL, FILL MATERIAL PLACED, DEBRIS, WASTE, CONTAMINATED MATERIAL OR PERMANENT IMPROVEMENTS ON LOTS 1 & 3. LOTS 1 & 3 GRADING AND DRAINAGE SHALL MATCH APPROVED GRADES PER PLAN REFERENCE #2.
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- SHARED STORMWATER SYSTEM TO REMAIN ON LOT 4 AND ALLOWS FOR UP TO 100% IMPERVIOUS COVERAGE ON LOTS 1 & 3.

PLAN REFERENCES:

- "PEARL STREET RECONSTRUCTION PROJECT" PLAN SET, PREPARED BY SEWALL, DATED OCTOBER 14, 2020.
- "BIDDEFORD PARKING GARAGE, MERC SITE" PLAN SET, PREPARED BY DESMAN, DATED SEPTEMBER 18, 2020.
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- "GEOMEMBRANE RECORD DRAWING" PREPARED BY SUMMIT ENVIRONMENTAL CONSULTANTS, INC., DATED JANUARY 8, 2015



THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

DRAWING NO.
EX-A1

ALSO REFER TO EX-A & EX-A2

FILE: 1124_CIVIL
DATE: 11/12/20
UN: 1124
SCALE: 1" = 60'
DESIGN BY: PFH
DRAWN BY: ZMS
CHECKED BY: WHS



DRAWING NAME:
LOT 1 EXHIBIT

PROJECT NAME:
PEARL STREET & MERC REDEVELOPMENT

CLIENT:
FATHOM/BE FITLER, LLC
BIDDEFORD, MAINE

ISSUED FOR
JDA EXHIBIT

BY
DATE
PFH
11/12/20

Exhibit B
Legal Description

[insert legal description of Site]

Exhibit C
Environmental Clearances

**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) ~~(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".

~~(a)~~ — The Developer agrees to create concept plans depicting the layout and design of Lot 1A including site design concepts, internal layout, and building use scenarios ("Lot 1A Site Concept Plans"). The Lot 1A Site Concept Plans shall be presented to the City prior to submission of a Sketch Plan Application to the City of Biddeford.

(b) _____

(c) Section 3.2.3 of the Existing Agreement is hereby deleted in it's entirety.

(d) Section 3.2.4 of the Existing Agreement is hereby deleted in it's entirety.

(e) ~~(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

AMENDMENT TO MASTER PLAN DEVELOPMENT AGREEMENT

RECITALS

WHEREAS, 3 Lincoln, LLC, a Maine limited liability company (“Developer”) and the City of Biddeford, Maine (the “City”) are parties to a certain Master Plan Development Agreement dated November 17, 2020 and duly executed by authorized individuals on behalf of each party (the “Agreement”);

WHEREAS, the projects that are the subject of the Master Plan Development Agreement have been subject to certain delays in securing Planning Board, City Council and Maine Department of Environmental Protection approval of the City proposed Amendments to the City Shoreland Zoning;

WHEREAS, said delays have necessitated the parties’ need to alter some original deadlines under the Master Plan Development Agreement; and

WHEREAS, the parties desire to clarify the rights and obligations relating to those particular provisions of the Master Plan Development Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby amend the Master Plan Development Agreement as follows:

- Section 1.3
 - The “Start Date” is redefined as January 24, 2023, the approval date of the DEP Shoreland Zoning amendment coordinated by the City to support the planned developments at 3 Lincoln Street, Biddeford ME.
- Section 1.3.2
 - The “Preliminary Concept Plan” for both Lots 1 and 3 were presented to the City prior to the Start Date and approved by the City of Biddeford City Council on December 21, 2021. No further action is therefore required by 3 Lincoln, LLC to meet the requirements of this section of the Agreement.
- Section 1.3.3
 - ‘Within the six (6) month period following written notice of acceptance of the Preliminary Concept Plan by the City’ is modified to ‘Within fifteen (15) months (April 24, 2024) from the “Start Date”’
- Section 1.3.4
 - ‘During the six (6) month period following the approval by the City and Developer of the Site Concept Plans’ is modified to ‘Within fifteen (15) months (April 24, 2024) from the “Start Date”’
- Section 1.3.4
 - At the end of the first sentence add ‘for one of the Development Sites. The Governmental Approvals for the other Development Site can be obtained following Closing and must be in accordance with the approved Site Concept Plans.’
- Section 1.3.6
 - Deleted in entirety and modified given the Municipal Parking Garage was completed prior to the redefined “Start Date”. Replace in its entirety with “The City’s obligation to reimburse the Developer in the event of a termination as outlined within the agreement with emphasis on sections 1.3.3 and 1.3.4 is further

reduced to strictly being limited to the direct incremental costs associated with Lot 3. When the parties reach agreement on the 'Site Concept Plan' for Lot 3 or July 24, 2024, whichever occurs first, all obligations for the City to reimburse the Developer ceases.

Developer and the City each reaffirm the Master Plan Development Agreement as amended, and all terms and conditions of the Master Plan Development Agreement, including all defined terms, except as specifically amended by this Amendment to Master Plan Development Agreement, shall have the same meaning and remain in full force and effect. No covenant or condition of the Master Plan Development Agreement shall be deemed waived by any action or non- action in the past.

IN WITNESS WHEREOF, Developer and the City have set their hands and seals this ____ day of December, 2023

3 Lincoln, LLC

Witness

By:

Name: James H Brady

Title: President, Manager

CITY OF BIDDEFORD

Witness

By:

Name: James A. Bennett

Title: City Manager



Pearl Street Riverfront District
Site Concept Plan Presentation

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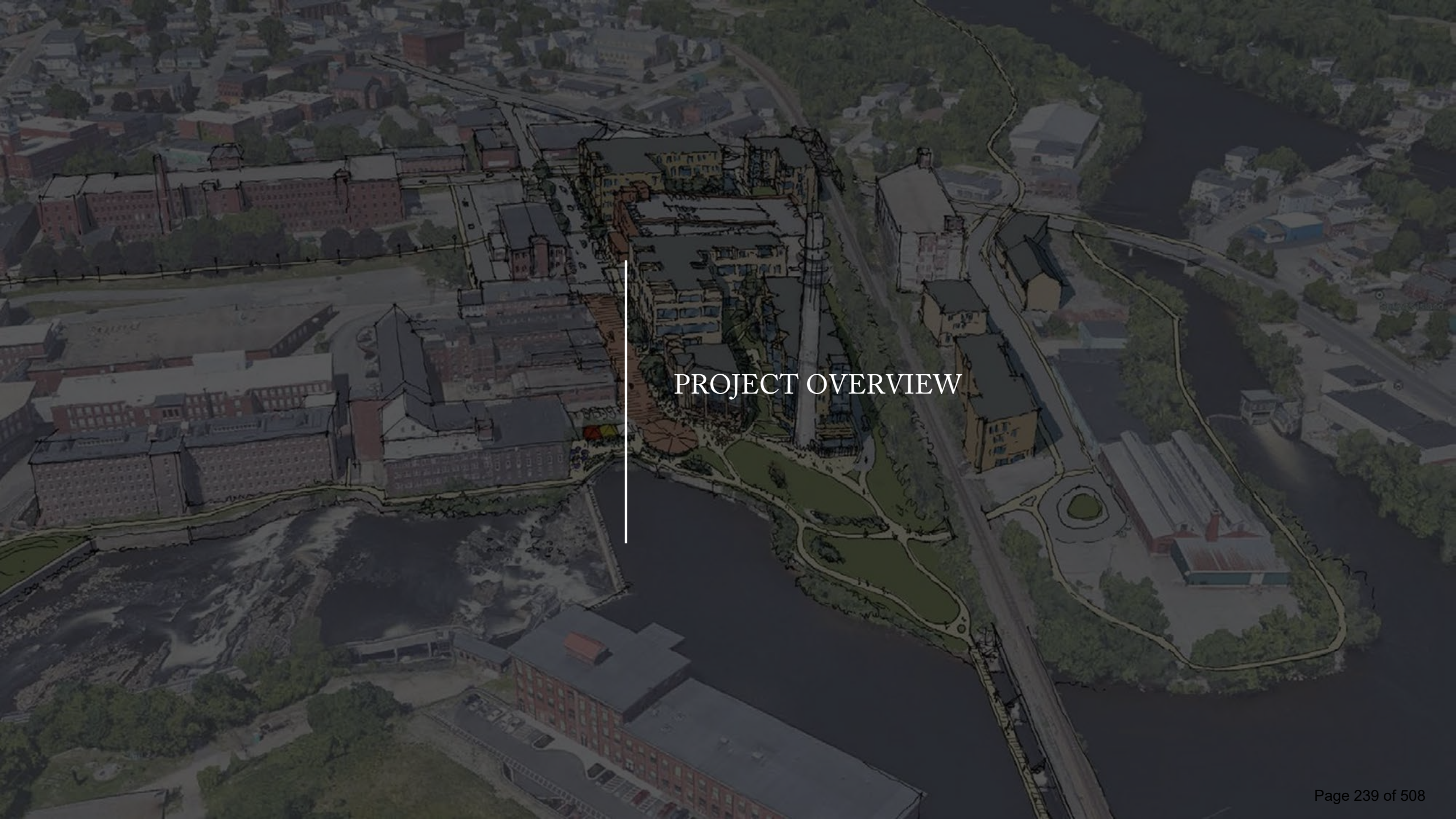
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- Identity
- Architecture
- Site Plan
- Potential Development Program

› Lot 1

- Site Design Concepts
- Renderings
- Internal Layout
- Timetable

› Lot 3

- Site Design Concepts
- Renderings
- Internal Layout
- Timetable



PROJECT OVERVIEW

Project Overview

EXISTING



Pearl Street Riverfront District

Project Overview

EXISTING



Pearl Street Riverfront District

Project Overview

CONCEPT

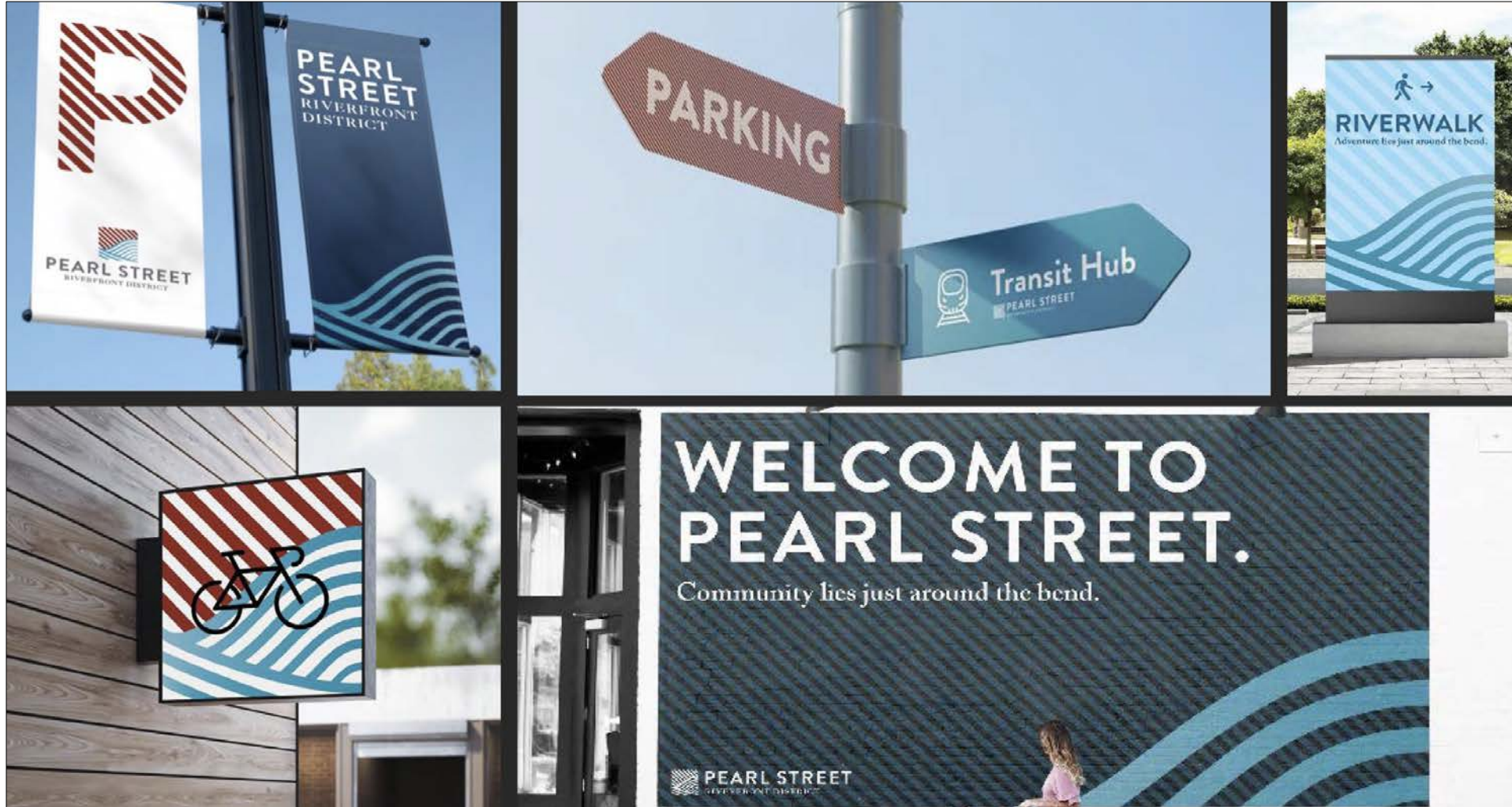


Pearl Street Riverfront District

forward-thinking
design-focused
experiential

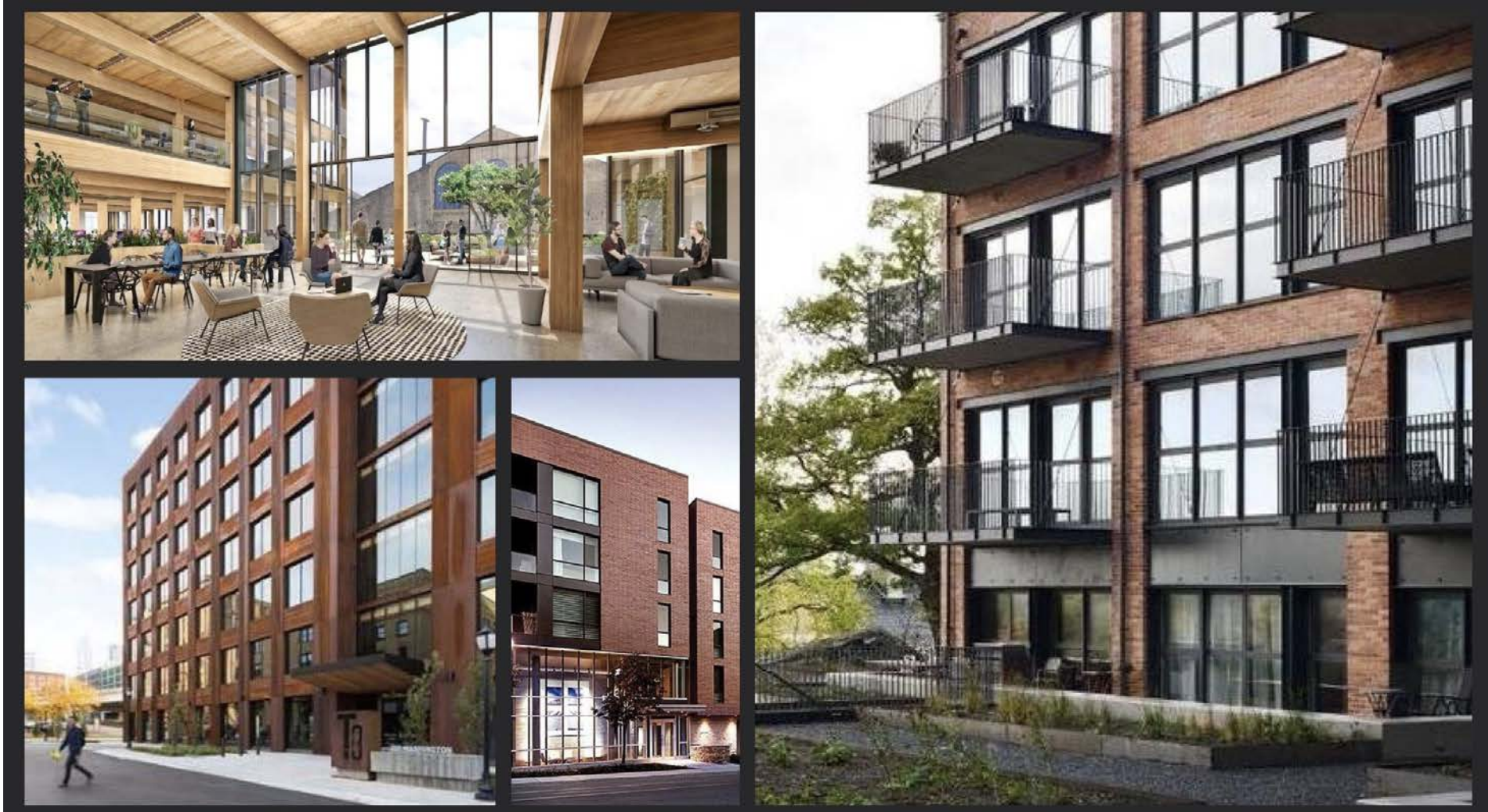
Project Overview

IDENTITY



Project Overview

ARCHITECTURE



Project Overview

SITE PLAN - EXISTING



Pearl Street Riverfront District

Project Overview

SITE PLAN - PROPOSED



Project Overview

POTENTIAL DEVELOPMENT PROGRAM – LOT 1

Building 1A		
Floor #	Name	Gross Area
Floor 1	Office Level 1	15,750
Floor 2	Office Level 2	16,200
Floor 3	Office Level 3	16,200
Floor 4	Office Level 4	16,200
Floor 5	Office Level 5	16,200
Total		80,550

Building 1B		
Floor #	Name	Gross Area
Floor 1	Retail/Unit Level 1	15,431
Floor 2	Unit Level 2	15,431
Floor 3	Unit Level 3	15,431
Floor 4	Unit Level 4	15,431
Floor 5	Unit Level 5	15,431
Total		77,156

Building 1B - Unit Schedule		
Unit Type	Net Area	Quantity
Studio	7,064	14
1 - Bedroom	19,726	28
2 - Bedroom	29,721	28
Totals	56,512	70

Lot 1 Parking Capacity		
Building	Provided on Site	Pearl Street Parking Garage
1A	None	All
1B	None	All

Project Overview

POTENTIAL DEVELOPMENT PROGRAM – LOT 3

Building 3A		
Floor #	Name	Gross Area
Floor 1	Parking/Retail Level	10,471
Floor 2	Unit Level 1	9,150
Floor 3	Unit Level 2	9,693
Floor 4	Unit Level 3	9,693
Floor 5	Unit Level 4	9,693
Floor 6	Unit Level 5	9,693
Total		58,393

Building 3A - Unit Schedule		
Unit Type	Net Area	Quantity
1 - Bedroom	10,669	19
1 - Bedroom + Den	15,766	23
2 - Bedroom	8,495	10
Totals	34,930	52

3A Townhomes		
Floor #	Name	Gross Area
Floor 1	Level 1	4,974
Floor 2	Level 2	4,696
Floor 3	Level 3	4,974
Floor 4	Level 4	4,002
Total		18,647

3A Townhomes - Unit Schedule		
Unit Type	Net Area	Quantity
Townhome A	3,498	1
Townhome B	3,490	1
Townhome C	3,490	1
Townhome D	3,490	1
Townhome E	3,498	1
Totals	17,468	5

Building 3B		
Floor #	Name	Gross Area
Floor 1	Parking/Unit Level 1	11,461
Floor 2	Unit Level 2	16,928
Floor 3	Unit Level 3	16,928
Floor 4	Unit Level 4	16,928
Floor 5	Unit Level 5	16,928
Total		79,173

Building 3B - Unit Schedule		
Unit Type	Net Area	Quantity
Studio	1,869	4
1 - Bedroom	14,382	26
1 - Bedroom + Den	19,687	29
2 - Bedroom	22,981	26
Totals	58,921	85

Building 3C		
Floor #	Name	Gross Area
Floor 1	Restaurant Level 1	6,500
Floor 2	Restaurant Level 2	6,500
Total		13,000

Lot 3 Parking Capacity		
Building	Provided on Site	Pearl Street Parking Garage
3A	24 Spaces	30 Spaces
3A Townhomes	5 Spaces	0 Spaces
3B	22 Spaces	63 Spaces
3C	None	All



LOT 1

Lot 1

SITE DESIGN CONCEPTS



Lot 1

BUILDING 1A - RENDERINGS



Lot 1

BUILDING 1A - RENDERINGS

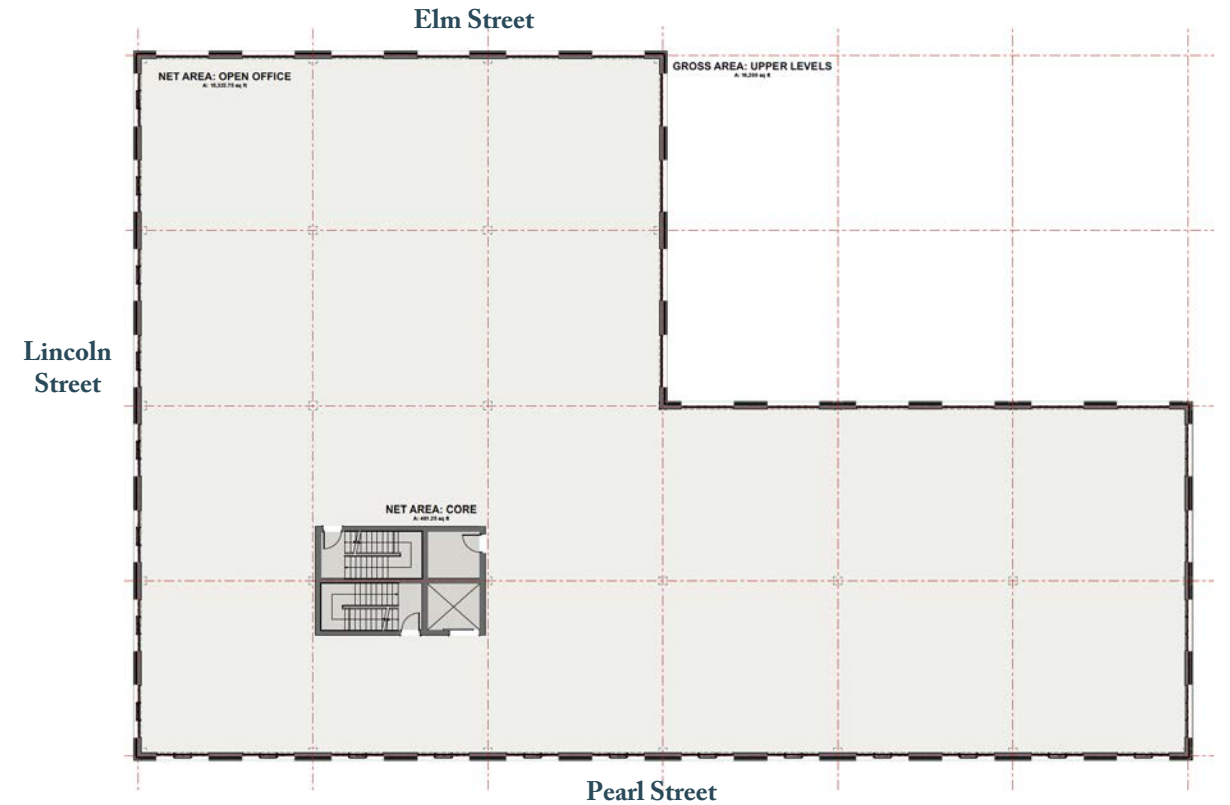


Lot 1

BUILDING 1A (OFFICE) – LAYOUT



Ground Level

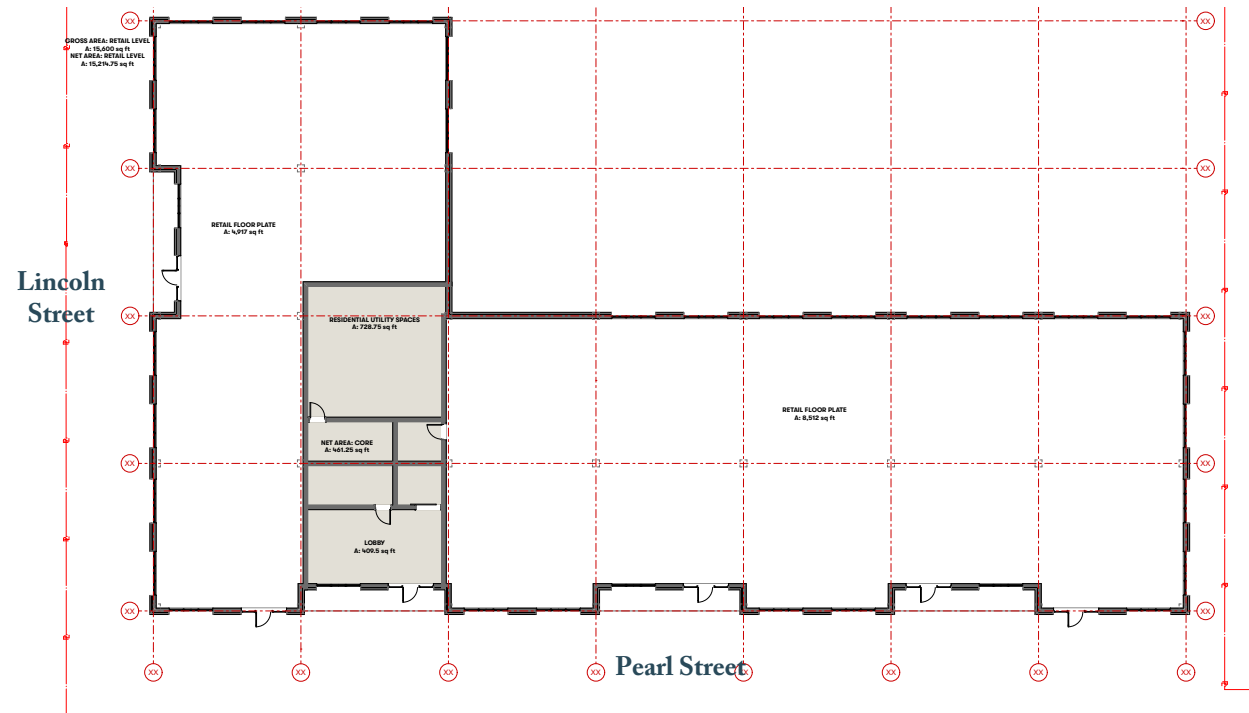


Typical Level

Lot 1

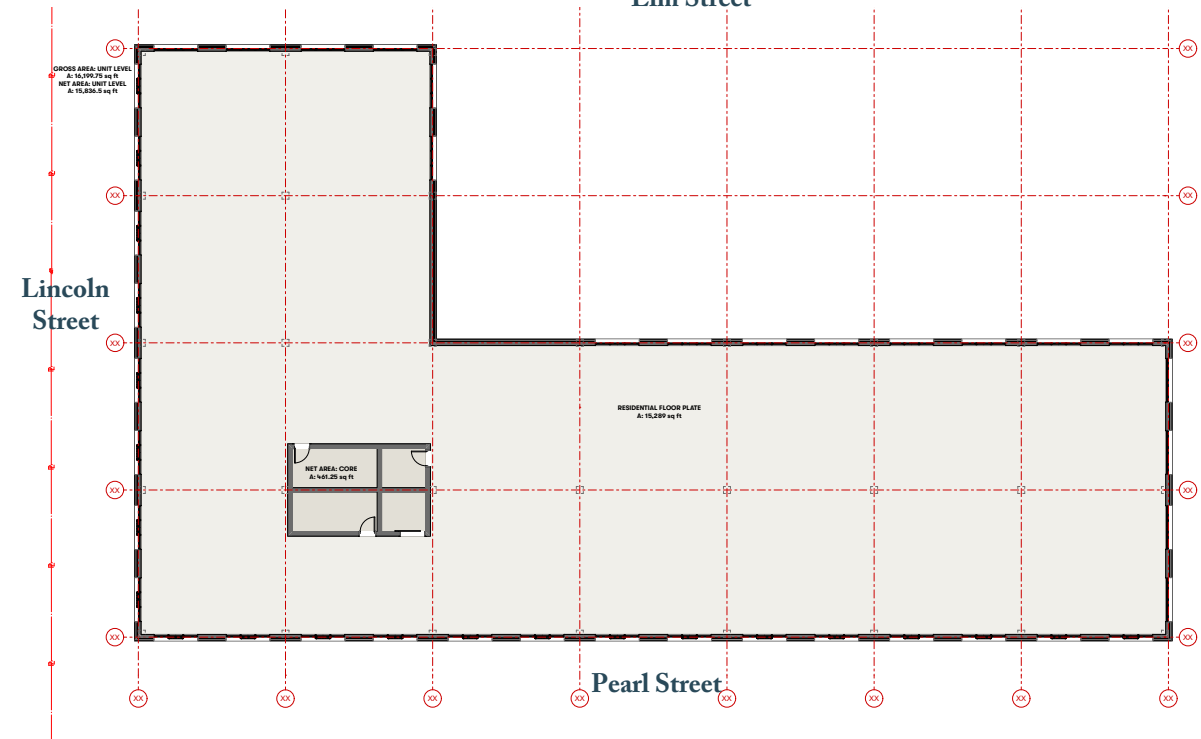
BUILDING 1A – ALTERNATIVE LAYOUT (RESIDENTIAL)

Elm Street



Ground Level

Elm Street



Typical Level

Lot 1

BUILDING 1B - RENDERINGS



Lot 1

BUILDING 1B (RESIDENTIAL) – LAYOUT



Ground Level



Typical Level

Lot 1

TIMETABLE



	2024				2025				2026				2027				2028			
Building	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Lot 1A Permitting																				
Lot 1A Design																				
Lot 1A Construction																				
Lot 1B Permitting																				
Lot 1 B Design																				
Lot 1B Construction																				



LOT 3

Lot 3

SITE DESIGN CONCEPTS



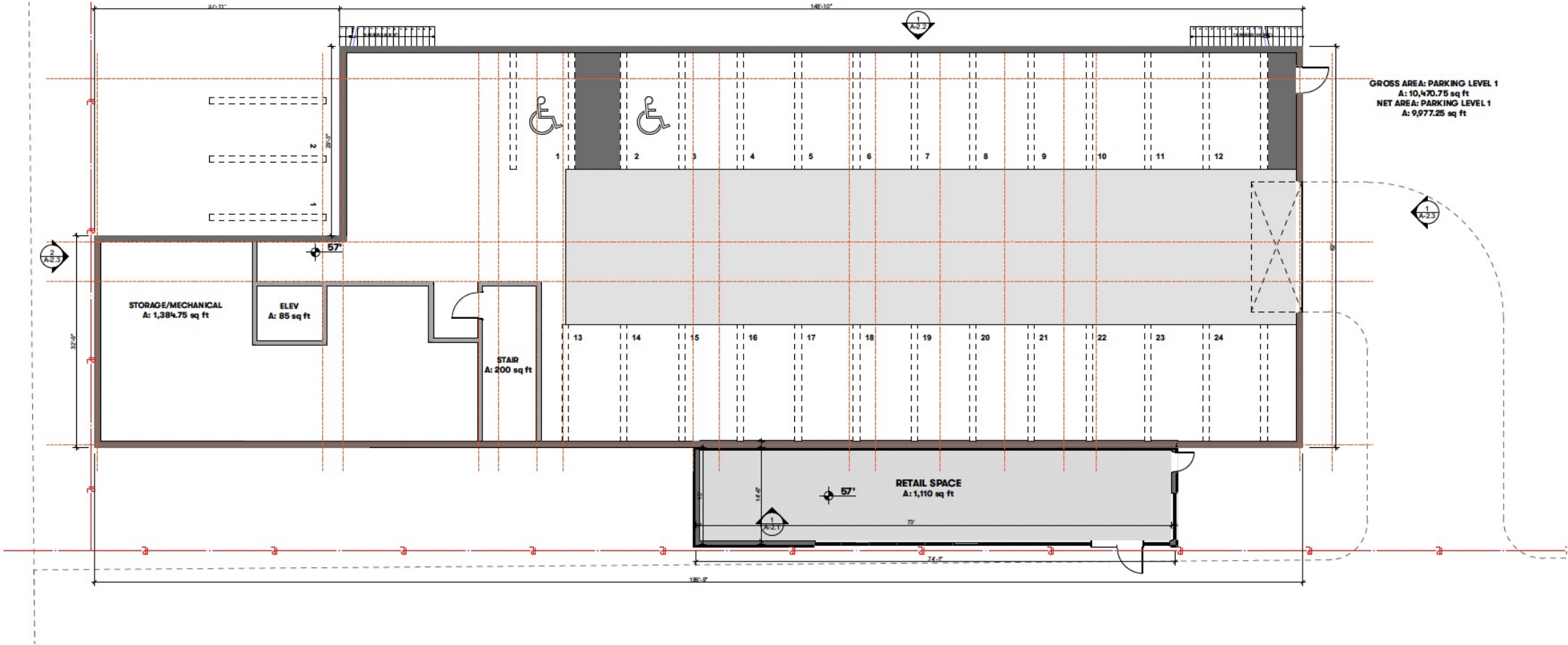
Building 3A

RENDERINGS



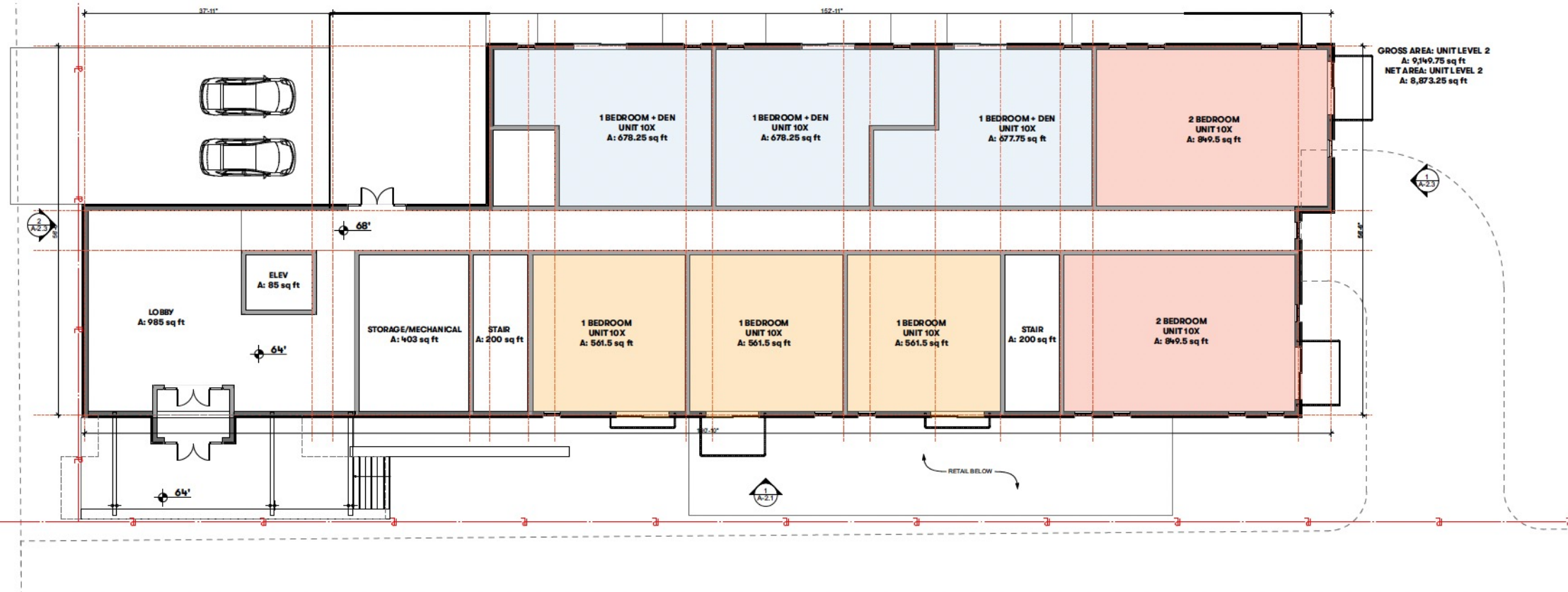
Building 3A

INTERNAL LAYOUT – PARKING/RETAIL LEVEL



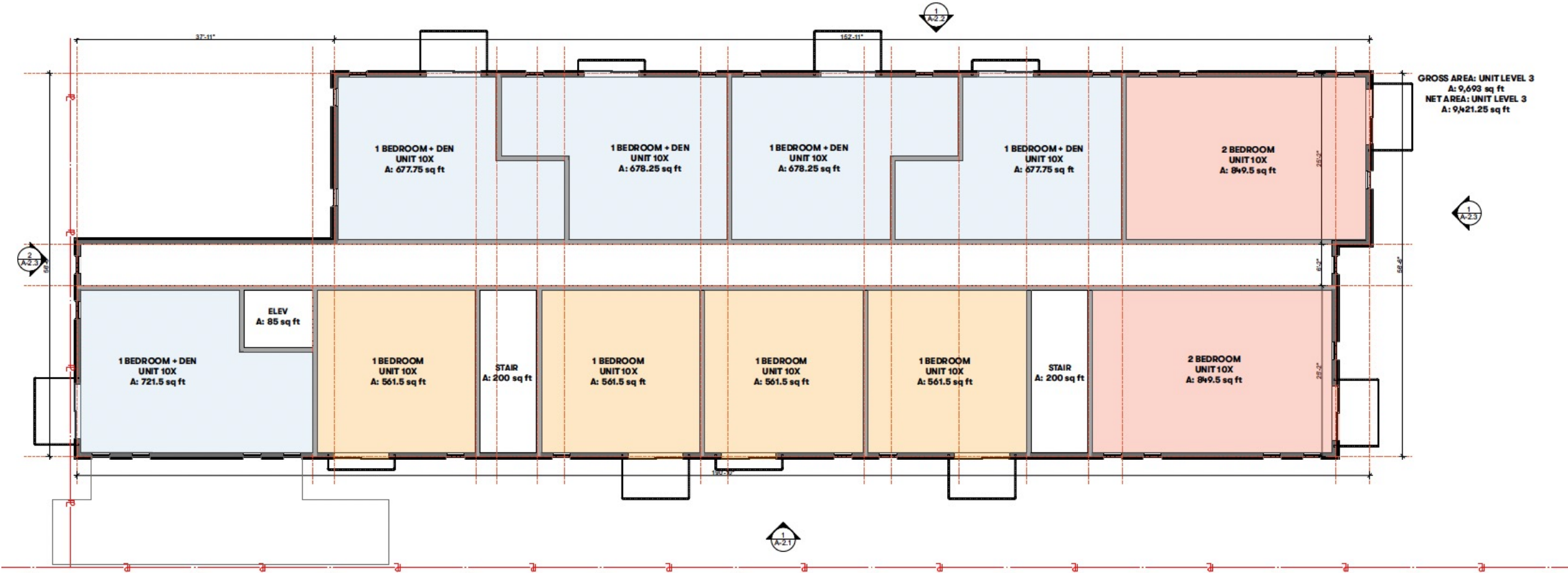
Building 3A

INTERNAL LAYOUT – GROUND LEVEL



Building 3A

INTERNAL LAYOUT - TYPICAL LEVEL



Townhomes 3A

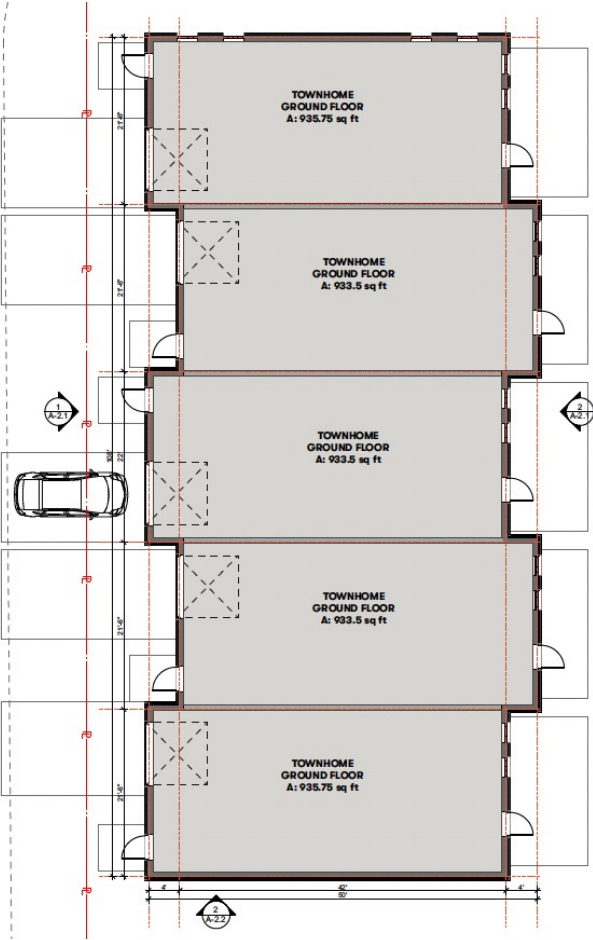
RENDERINGS



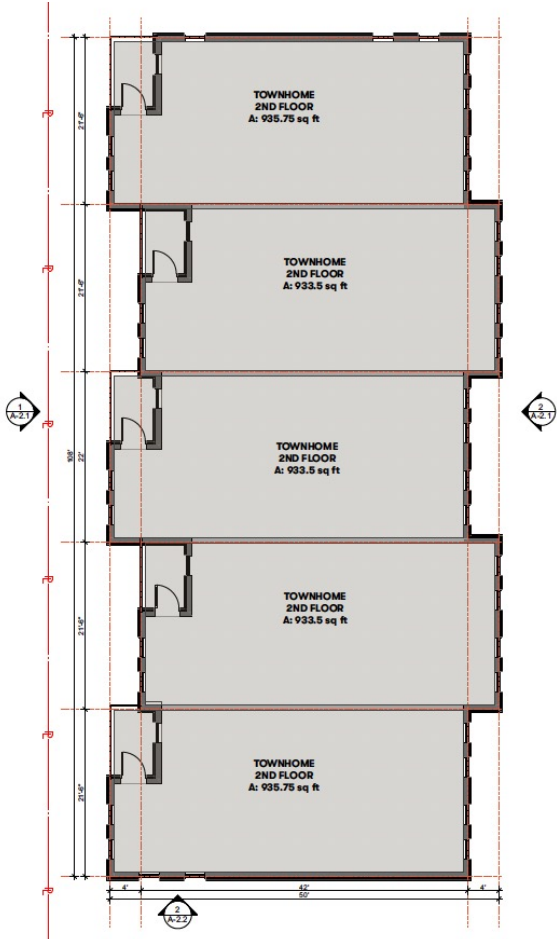
Townhomes 3A

INTERNAL LAYOUT

Ground Level

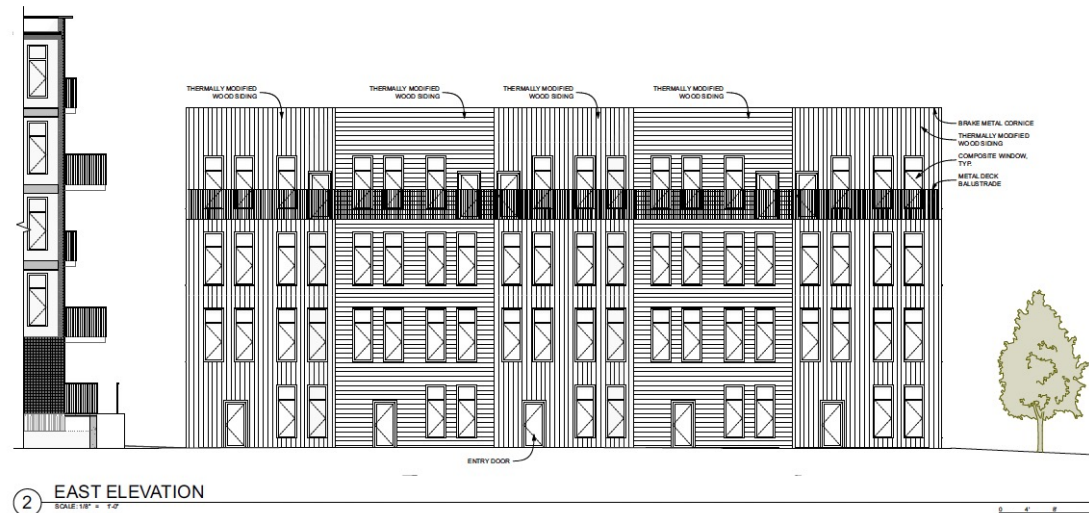
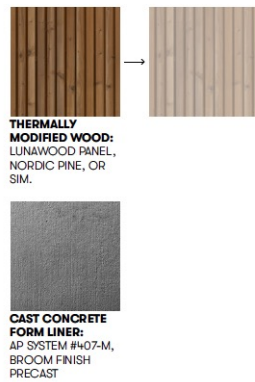


Typical Level



Townhomes 3A

ELEVATIONS



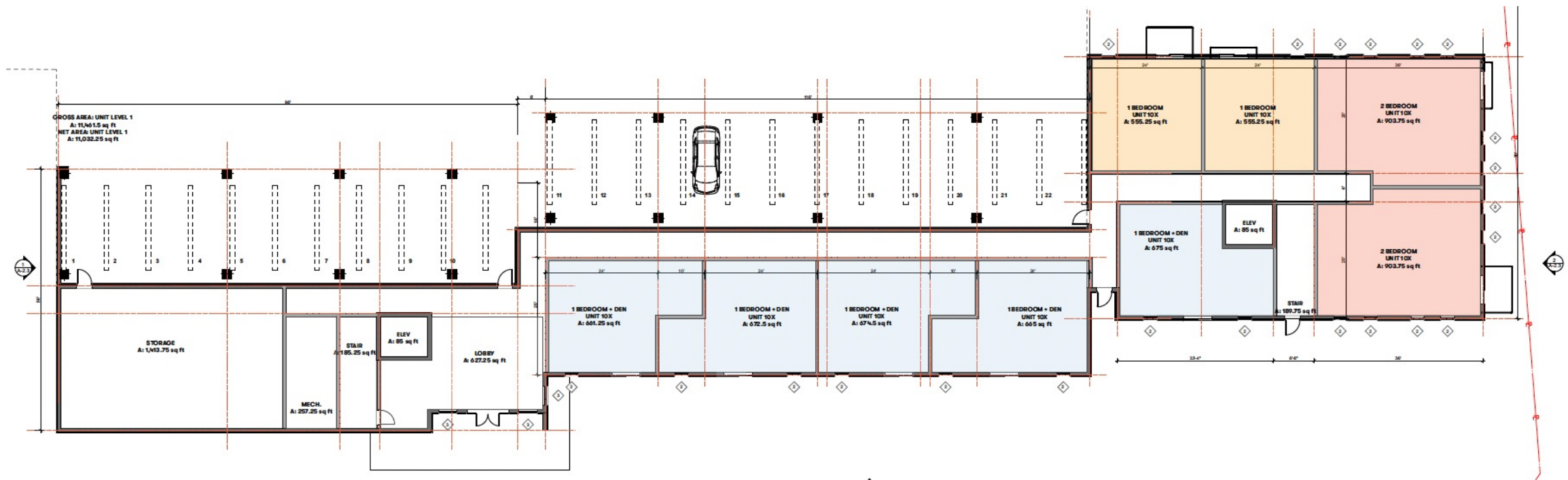
Building 3B

RENDERINGS



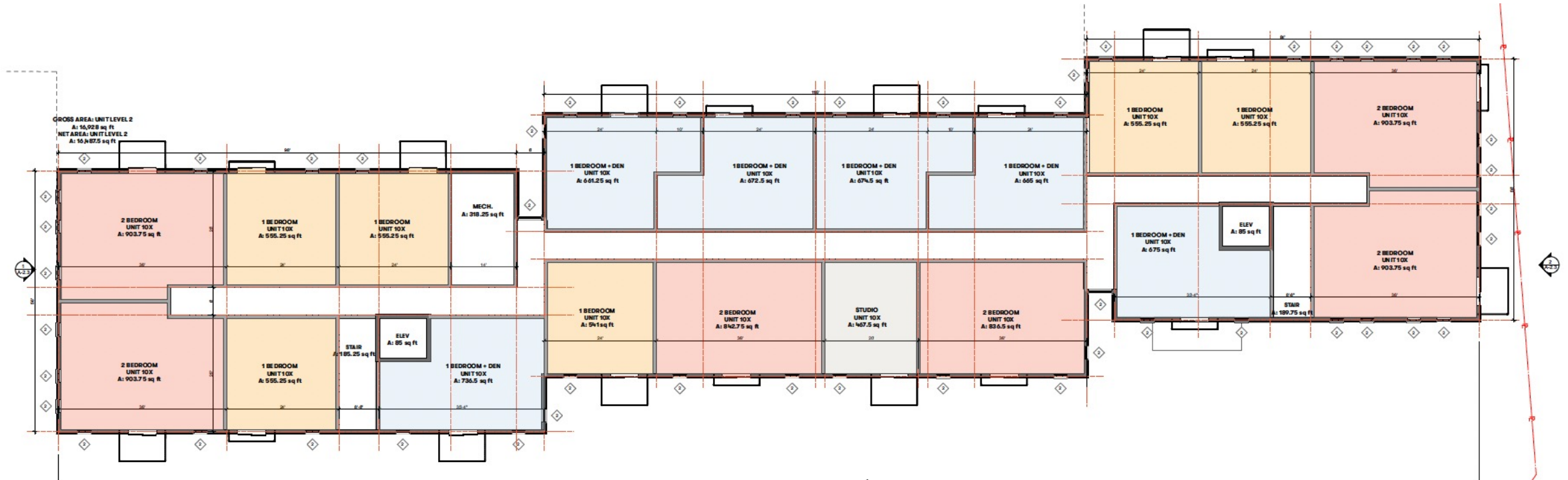
Building 3B

INTERNAL LAYOUT – GROUND LEVEL



Building 3B

INTERNAL LAYOUT – TYPICAL LEVEL



Lot 3

BUILDING 3C - RENDERINGS



Lot 3

BUILDING 3C - RENDERINGS



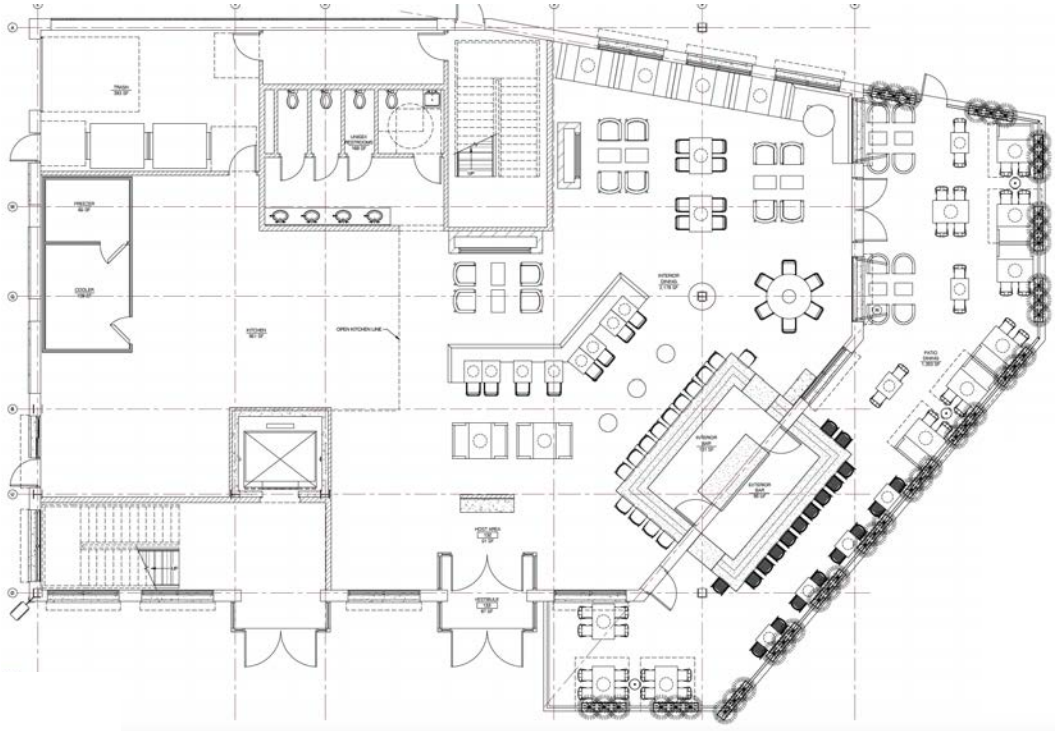
Lot 3

BUILDING 3C - RENDERINGS

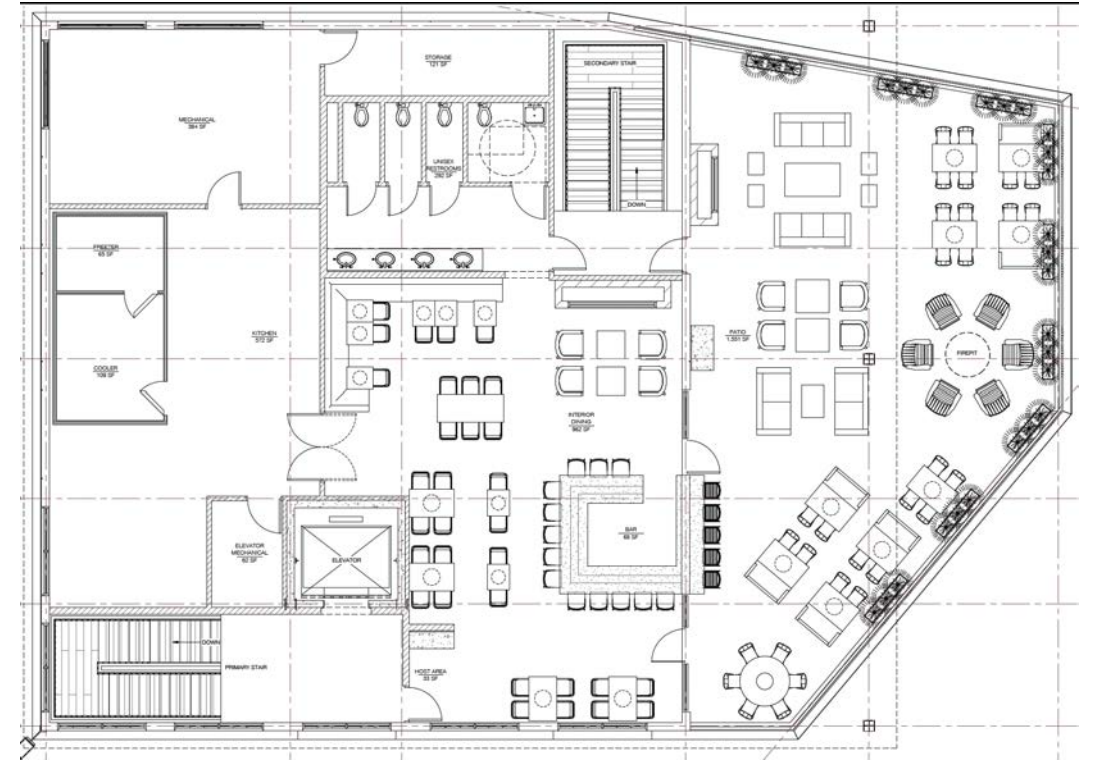


Building 3C

INTERNAL LAYOUT



Ground Level



Upper Level

Lot 3

TIMETABLE

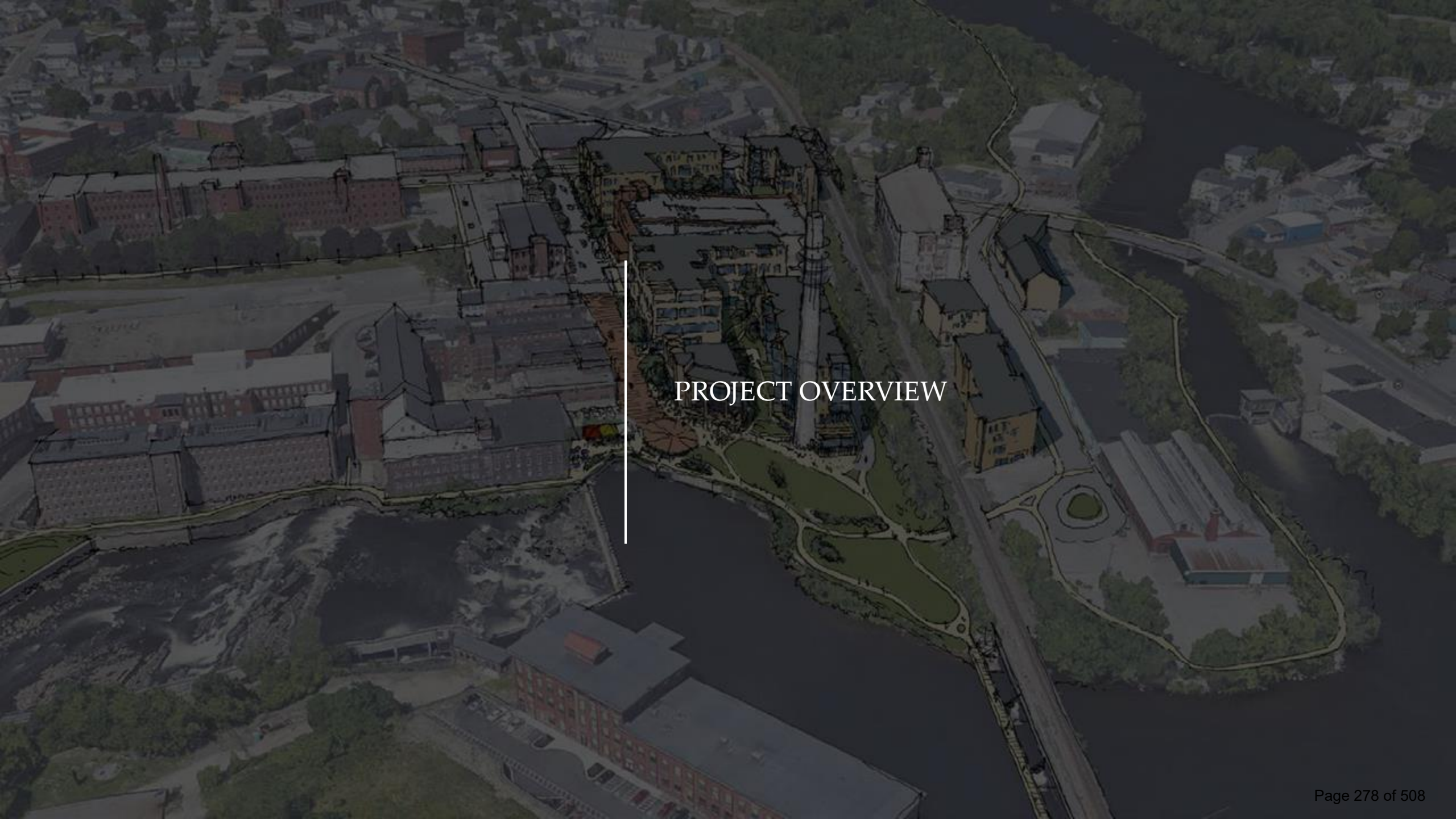
	2024				2025				2026				2027			
Building	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Lot 3A – Residential Design																
Lot 3A - Residential Construction																
Lot 3A - Townhomes Design																
Lot 3A - Townhomes Construction																
Lot 3B - Residential Design																
Lot 3B - Residential Construction																
Lot 3C - Commercial Design																
Lot 3C - Commercial Construction																



Pearl Street Riverfront District
City Council Update

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- › Schedule Milestones
 - Year in Review (2024)
 - Timeline (2025)
- › Site Concept Plans

An aerial photograph of an industrial or urban site. A river flows through the center, with several large, multi-story brick buildings situated along its banks. A prominent white vertical line is drawn across the middle of the image, intersecting the river and the buildings. The text "PROJECT OVERVIEW" is centered over this line. The surrounding area includes more industrial structures, parking lots, and some greenery.

PROJECT OVERVIEW

Project Overview

EXISTING



Pearl Street Riverfront District

Project Overview

EXISTING



Pearl Street Riverfront District

Project Overview

CONCEPT

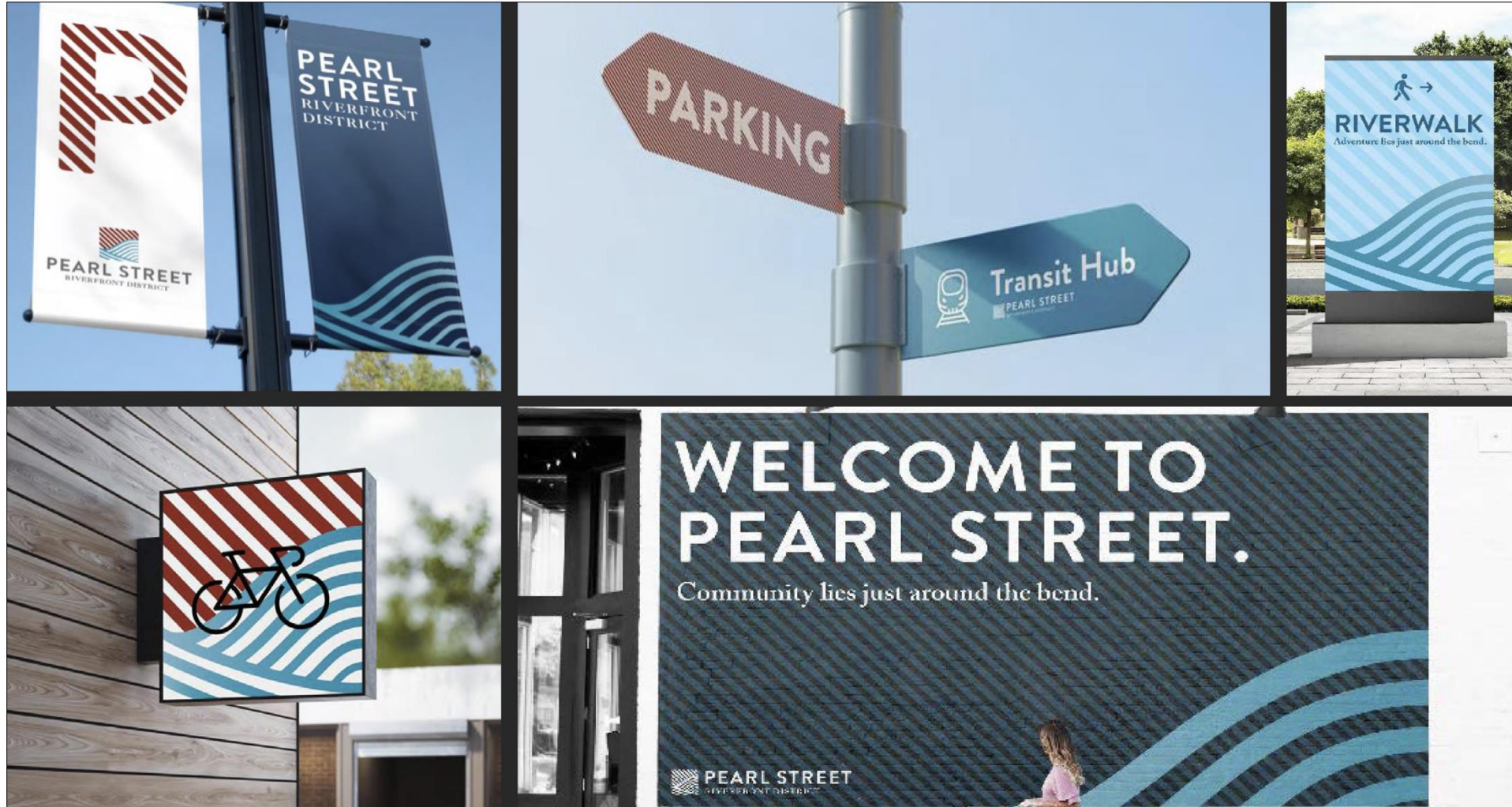


Pearl Street Riverfront District

forward-thinking
design-focused
experiential

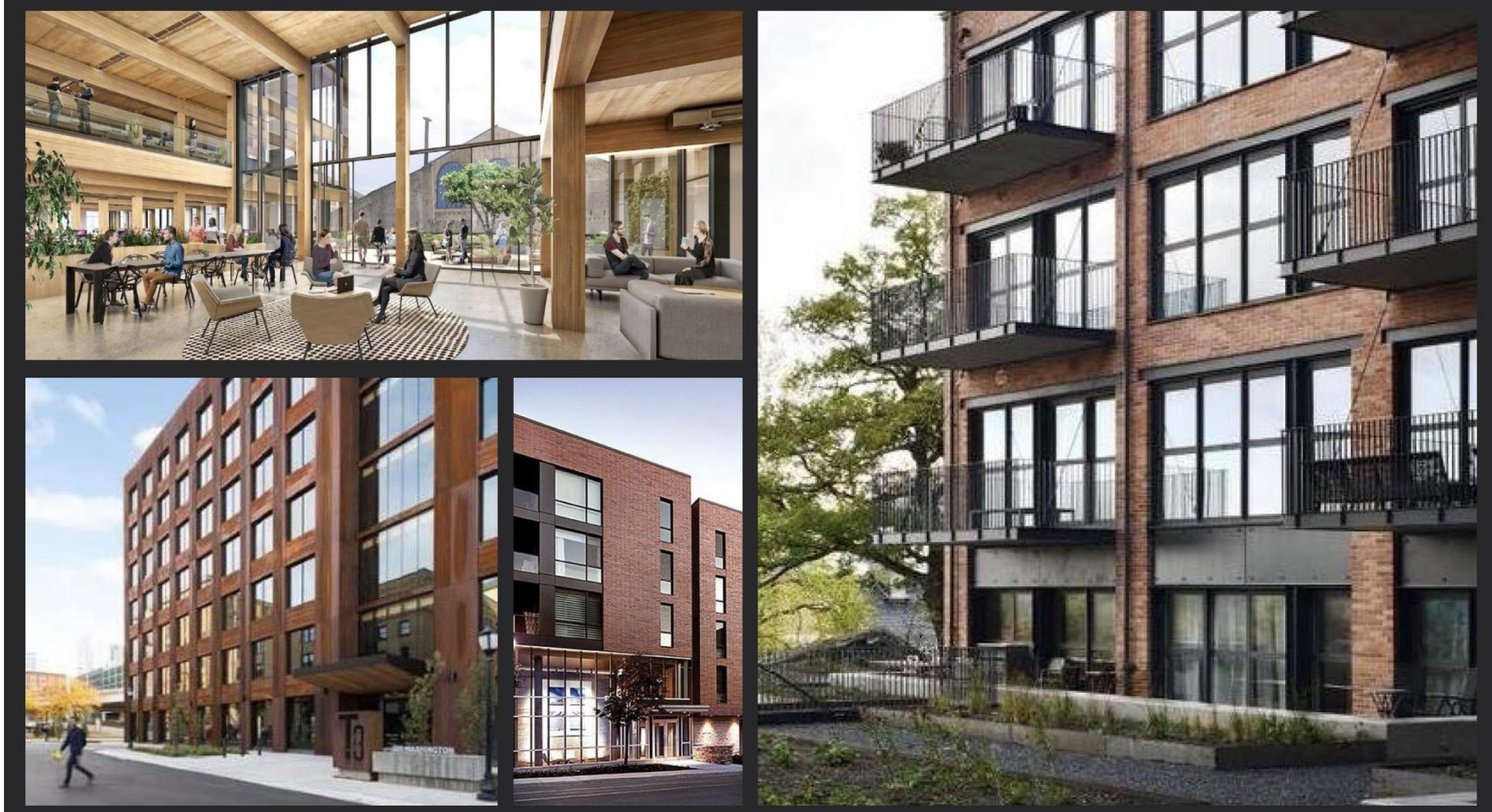
Project Overview

IDENTITY



Project Overview

ARCHITECTURE



Project Overview

SITE PLAN - EXISTING



Pearl Street Riverfront District

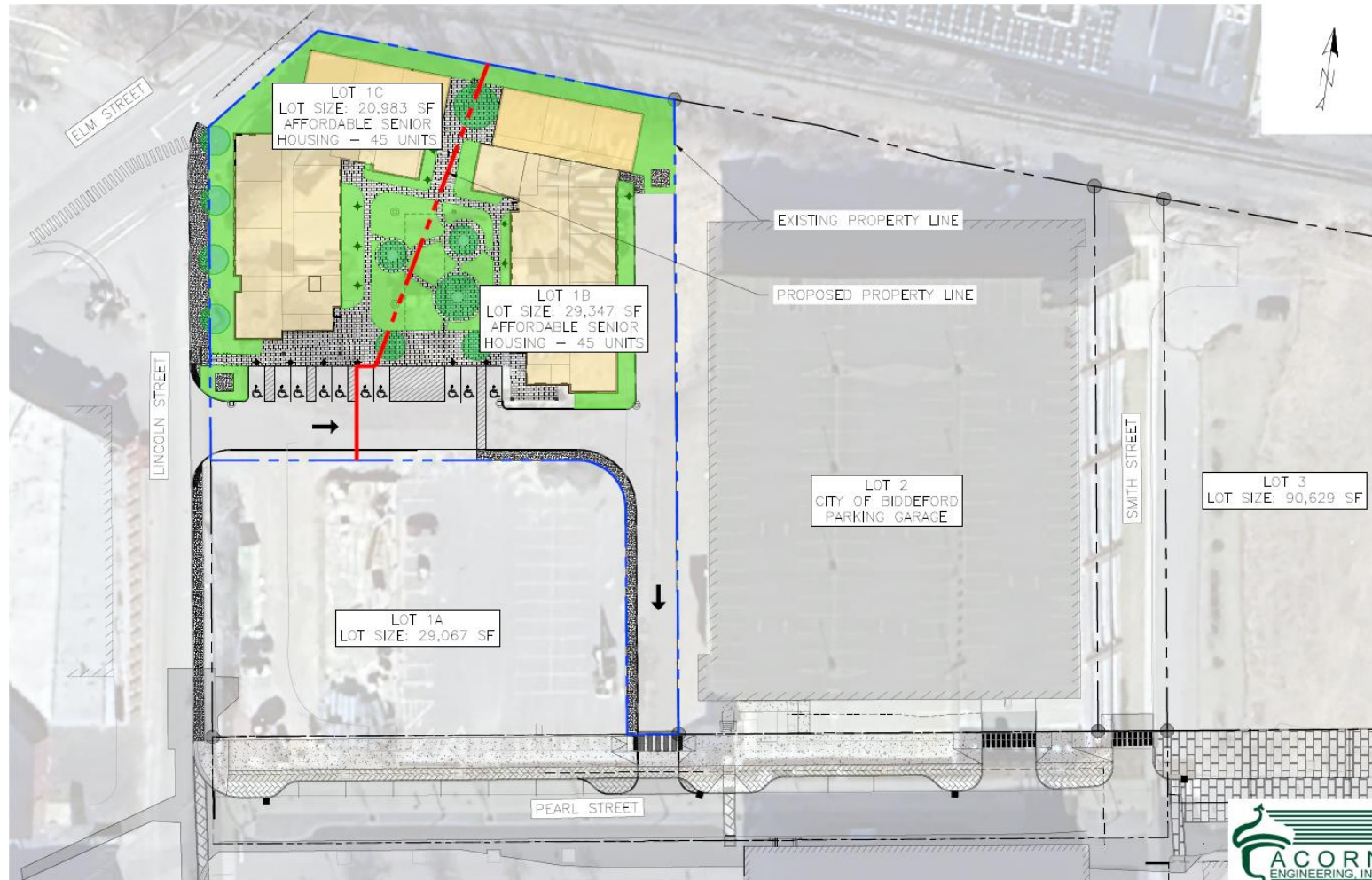
Project Overview

PROPOSED CONCEPT SITE PLAN



Project Overview

CURRENT LOT 1 UPDATED SITE PLAN



An aerial photograph of an industrial area, likely a mill district, featuring large brick buildings, a river, and a central park area with a winding path. The image is overlaid with a semi-transparent dark layer.

HOUSING MARKET CHALLENGES

Housing Market Challenges

STATISTICS



According to recent MaineHousing studies, there is a shortage of **25,000** affordable rental houses for our workforce and more than **80,000** units of housing of all types across the state.



Almost half of households 55 and older have **no retirement savings** and median cost of a semi-private room in a nursing home was **\$93,000/year** in 2020.



Average Market Rents

1BR Rent Biddeford = **\$1,450**

2BR -4BR Rent Range Biddeford = **\$1,800-\$2,830**

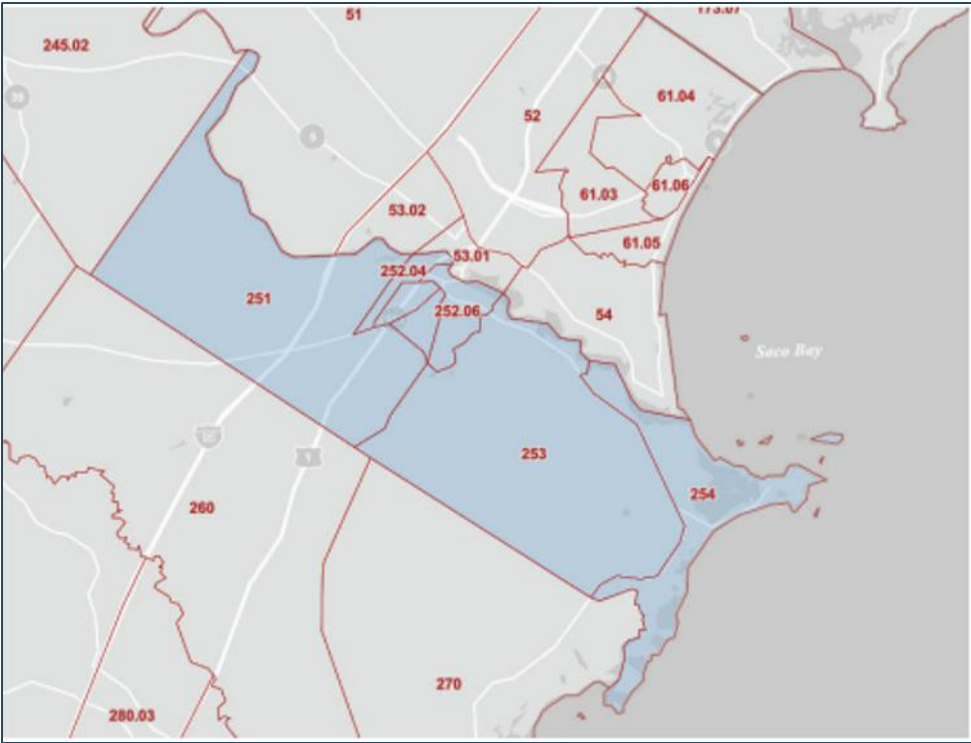


Median Home Price in Biddeford is approximately **\$519,000**. Median Household Income is **\$63,261**. Median Household First Time Homebuyer w/ 5% down can only afford to buy a house in the **low \$200,000's**. Prices increased **18.2%** since last year*

Housing Market Challenges

BIDDEFORD MEDIAN HOUSEHOLD INCOME 2023 COMPREHENSIVE PLAN

Census Tract	Median Household Income
251	\$83,979
252.03	\$60,343
252.04	\$46,200
252.05	\$51,303
252.06	\$53,339
253	\$100,362
254	\$69,563



Housing Market Challenges

AREA MEDIAN INCOME LIMITS FOR LOW INCOME HOUSING TAX CREDITS IN 2024

LIHTC Income Limits for 2024 (Based on 2024 MTSP Income Limits)			
	Charts	60.00%	50.00%
1 Person		41,160	34,300
2 Person		47,040	39,200
3 Person		52,920	44,100
4 Person		58,740	48,950
5 Person		63,480	52,900



Housing Market Challenges

BIDDEFORD HOUSEHOLD DATA

In 2022, approximately **60% of existing Biddeford Households** (5,755 households) qualify by income for this housing (2022 Census)

Looming Retirement Crisis

Maine's Average Household Retirement Savings = \$403k

401k Safe Withdrawal Rate of 4% → \$16,120/year

Average Social Security Benefit → \$20,210/year

Projected Average Mainer Retirement Income → **\$37,320/year**

An aerial photograph of an industrial or urban area, likely a mill or factory complex. The image shows several large, multi-story brick buildings with numerous windows. A river or canal flows through the center of the site, with a bridge crossing it. There are also smaller buildings, parking lots, and some green spaces. The overall scene is a mix of industrial structures and natural elements.

SCHEDULE MILESTONES

Year in Review

2024



Timeline

2025

December 2024



- WDC Site Plan Application Workshop with Planning Board
- WDC Site Control, Subdivision, TIF and Municipal Approvals for Lot 1B
- 3 Lincoln, LLC Submits Site Plan Amendment for Lot 3
- SMPDC Brownfields Assessment and Phase 1 Environmental Report for Lots 1 & 3
- 3 Lincoln, LLC Exercises Option to Purchase Lot 1A & Lot 3
- 3 Lincoln, LLC Applies for Brownfield Loan Program for Lot 3 Sitework
- WDC Submits Maine Housing Application for Lot 1B
- 3 Lincoln, LLC Submits for Building Permit for Lot 3B
- 3 Lincoln, LLC Starts Vertical Construction for Lot 3B
- WDC Receives Funding from Maine Housing for Lot 1B

December 2025

Lot 1B – Quebec Commons

TIMETABLE



	2026				2027				2028
Phase	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
Design Development									
Construction Bidding									
Construction									
Construction Completion & Lease Up									

Lot 1C – The Acadia

TIMETABLE

	2026		2027				2028				2029
Phase	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
Submit 2 nd Credit Application to Maine Housing											
Receive Funding Award from Maine Housing											
Design Development											
Construction Bid											
Construction											
Construction Completion & Lease Up											

Lot 3

TIMETABLE

	2024				2025				2026				2027			
Building	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Lot 3A - Residential Design																
Lot 3A - Residential Construction																
Lot 3A - Townhomes Design																
Lot 3A - Townhomes Construction																
Lot 3B - Residential Design																
Lot 3B - Residential Construction																
Lot 3C - Commercial Design																
Lot 3C - Commercial Construction																

An aerial photograph of an industrial area, likely a mill complex, with various large brick buildings and a river. Overlaid on the image are architectural concept plans in a light yellow/green color. These plans show proposed walkways, green spaces, and building footprints. A prominent vertical white line is positioned on the left side of the image, intersecting the concept plan overlays. The text "SITE CONCEPT PLANS" is centered over the plan overlays in a white, serif font.

SITE CONCEPT PLANS

Lot 3

SITE DESIGN CONCEPTS

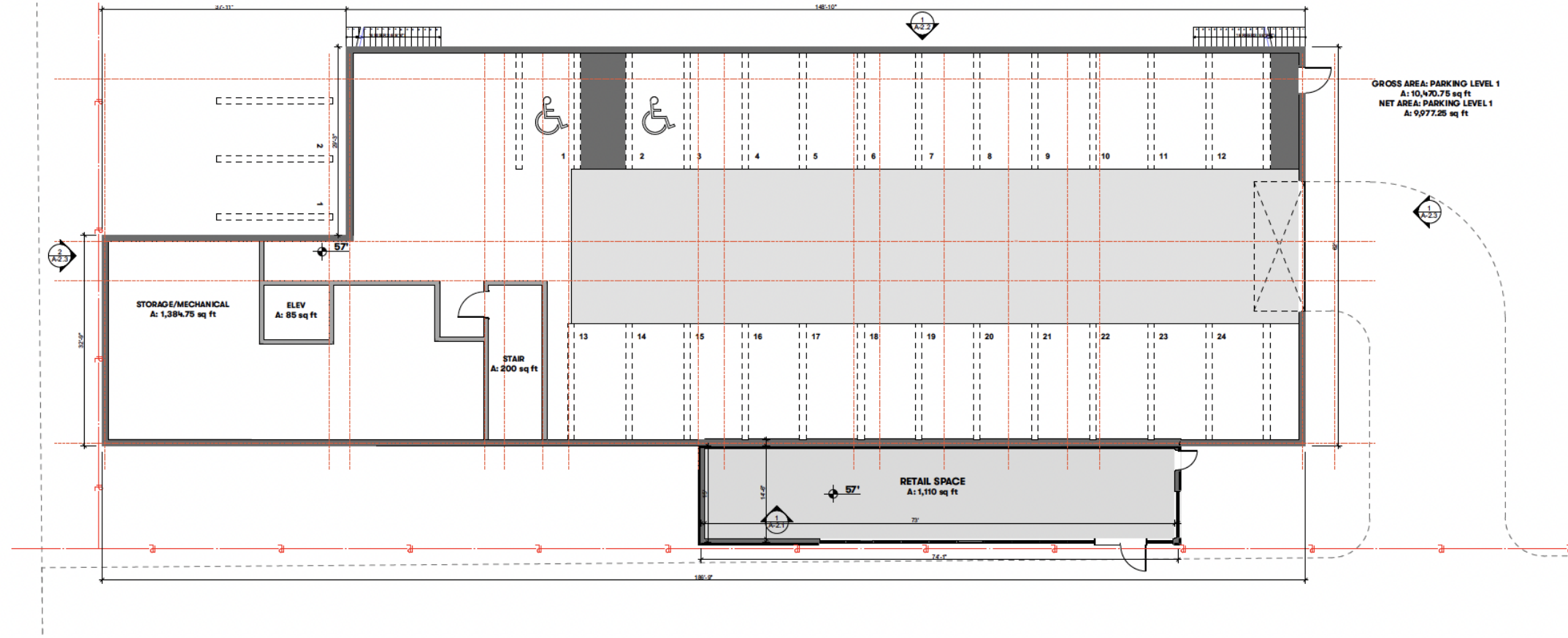


Building 3A

RENDERINGS



INTERNAL LAYOUT – PARKING/RETAIL LEVEL

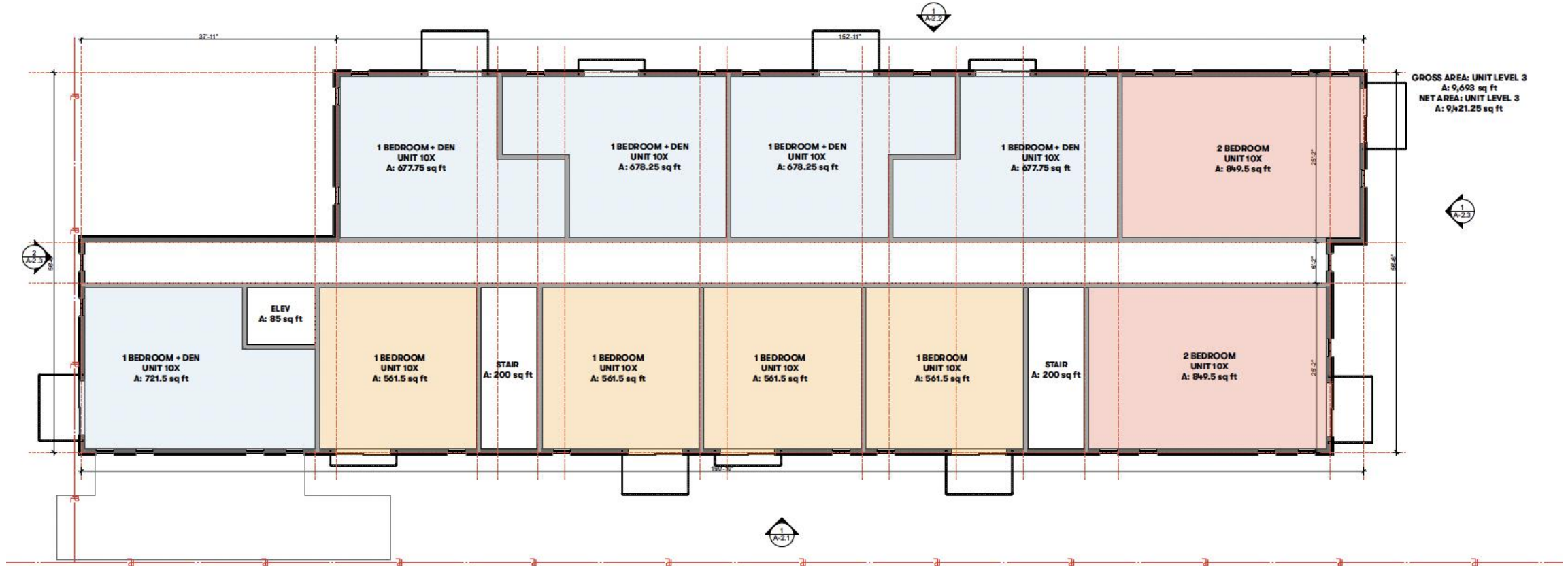


INTERNAL LAYOUT – GROUND LEVEL



Building 3A

INTERNAL LAYOUT - TYPICAL LEVEL



Townhomes 3A

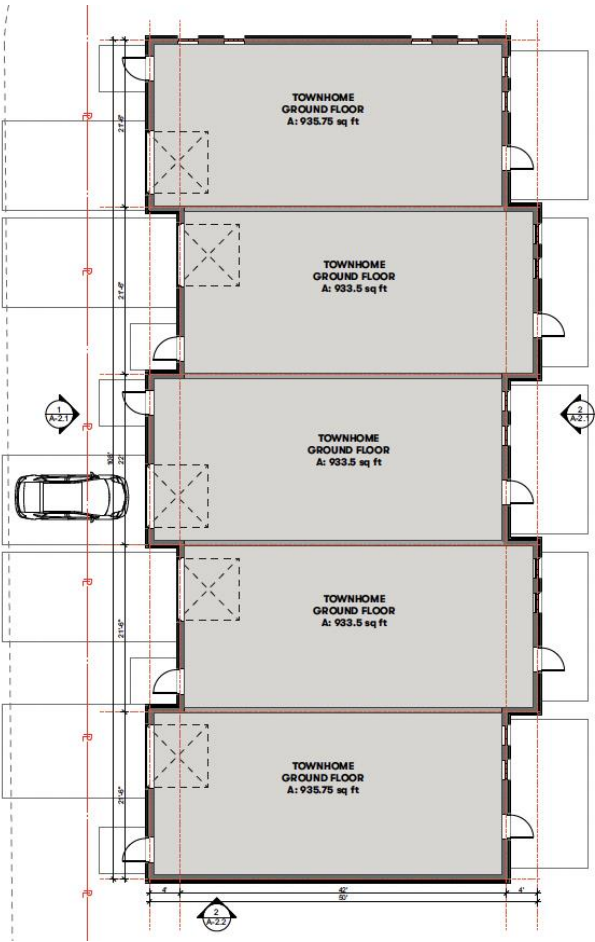
RENDERINGS



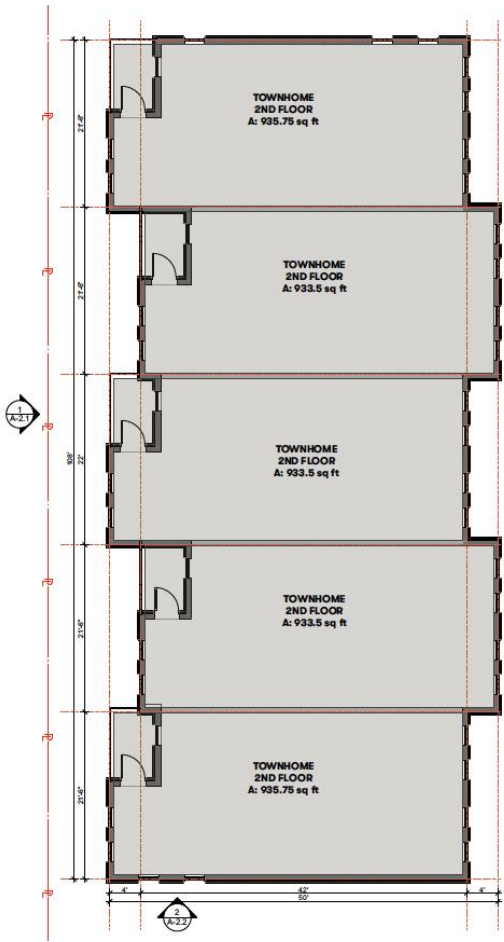
Townhomes 3A

INTERNAL LAYOUT

Ground Level

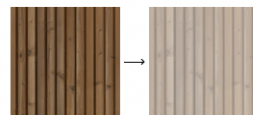


Typical Level



Townhomes 3A

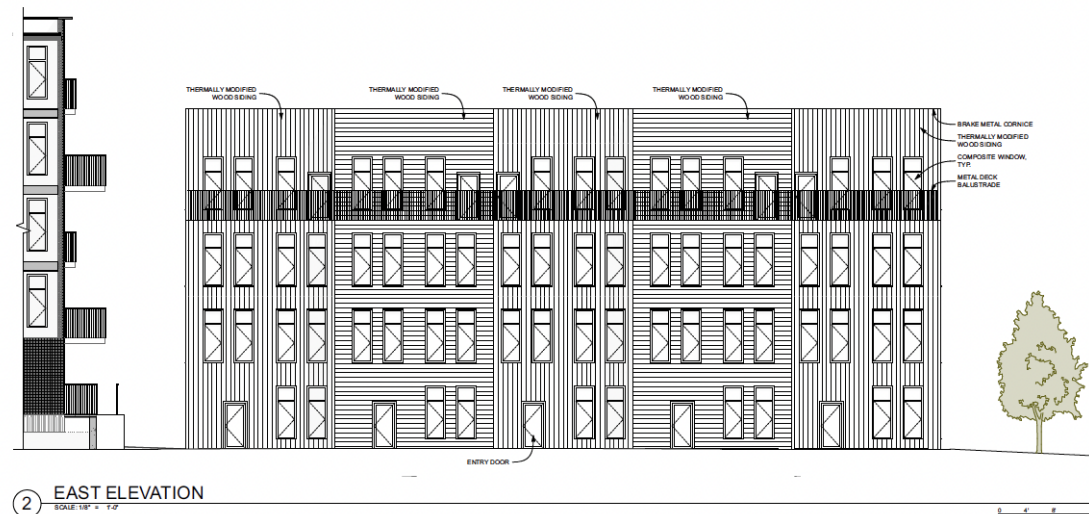
ELEVATIONS



THERMALLY MODIFIED WOOD:
LUNAWOOD PANEL,
NORDIC PINE, OR
SIM.



CAST CONCRETE FORM LINER:
AP SYSTEM #407-M,
BROOM FINISH
PRECAST



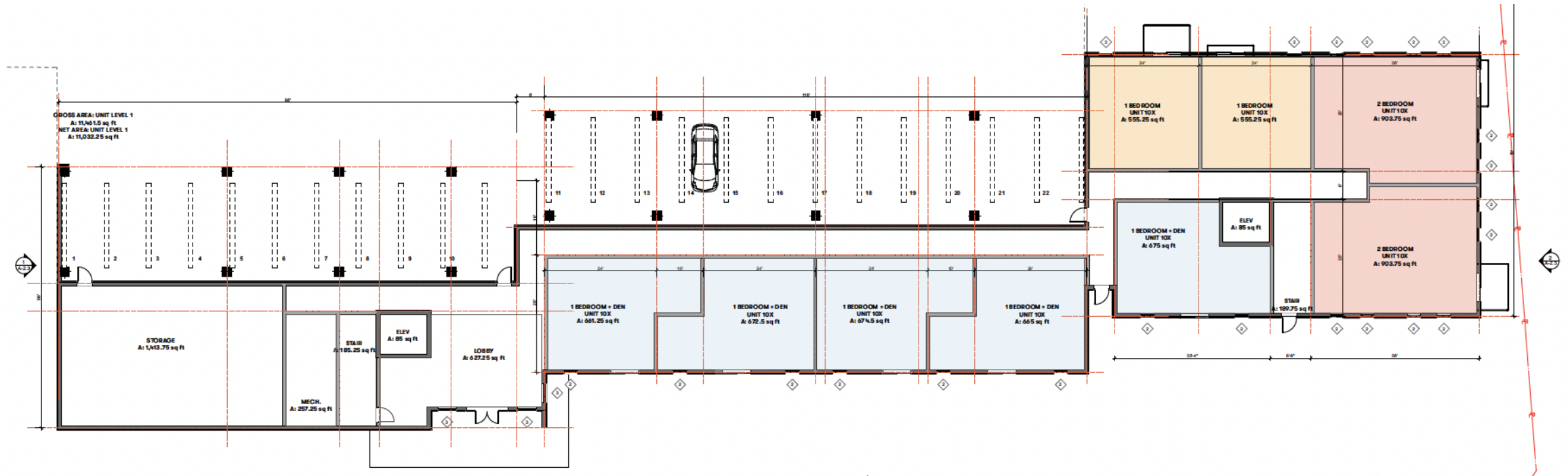
Building 3B

RENDERINGS



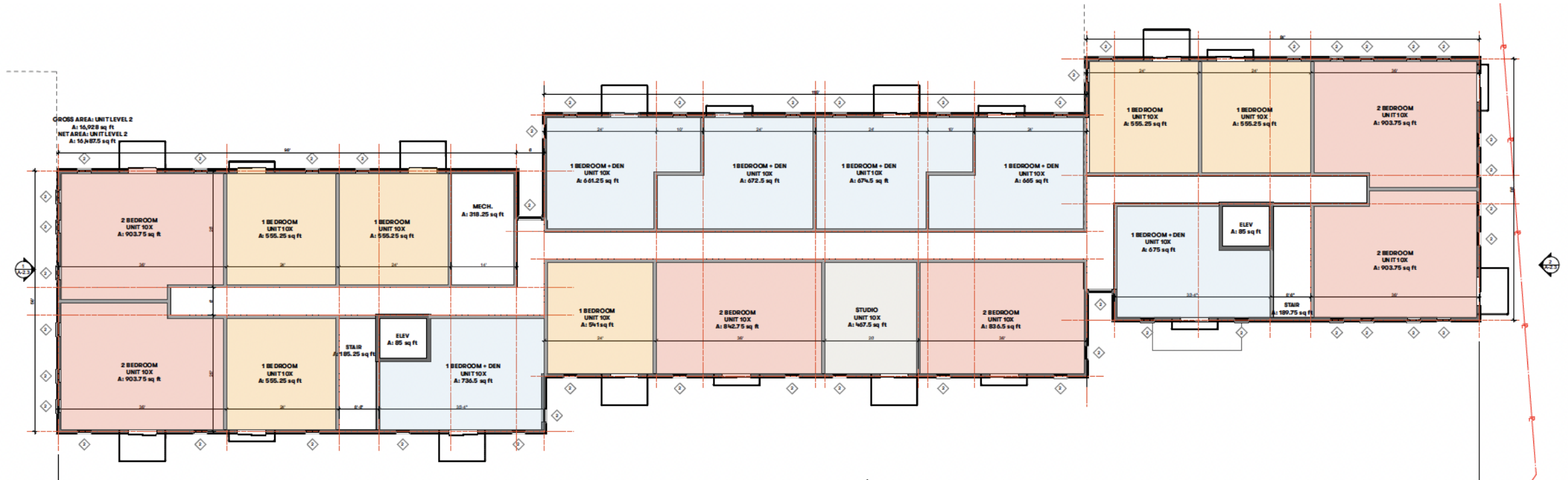
Building 3B

INTERNAL LAYOUT – GROUND LEVEL



Building 3B

INTERNAL LAYOUT – TYPICAL LEVEL



Lot 3

BUILDING 3C - RENDERINGS



Lot 3

BUILDING 3C - RENDERINGS



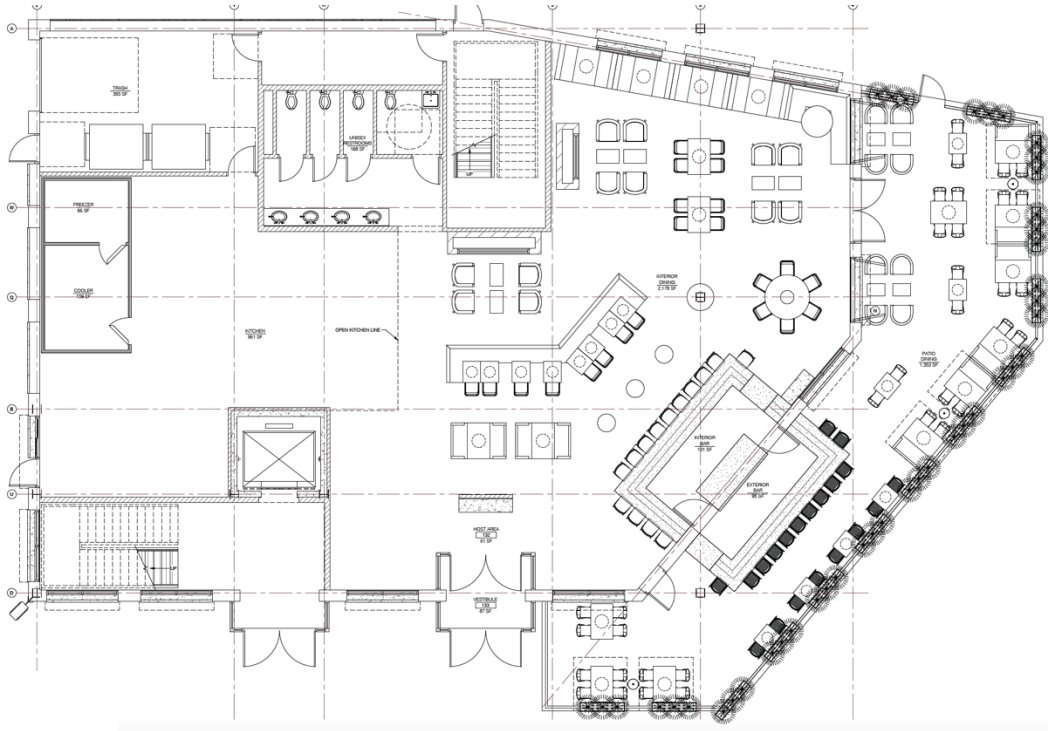
Lot 3

BUILDING 3C - RENDERINGS

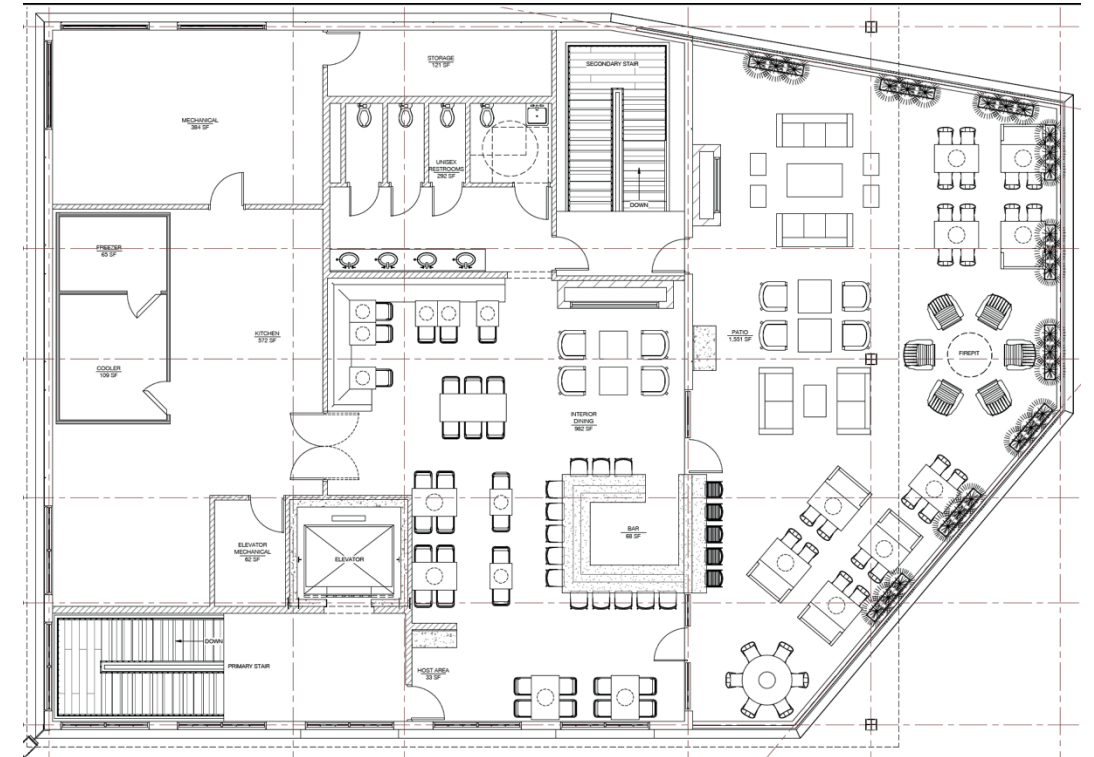


Building 3C

INTERNAL LAYOUT



Ground Level



Upper Level



City Council

Meeting June 17, 2025

Date:

Meeting 6:00 PM

Time:

Agenda 10.f

Item No:

Item 2025.79 Approval Forest Green Development Agreement and TIF for Sewer

Description: Contribution

Submitted David C.M. Galbraith, Deputy Director of Planning and Development / City Planner

By: Jeff Demers, Director of Public Works

Craig Chekan, City Engineer

George Gervais, Director of Economic Development

Supporting Information/Documentation:

2025 Council Order Forest Green Sewer Impacts 6-17-25, 2025-06-10_Main Street Pump Station Upgrade Exhibit, 2025-06-10_MSPS Narrative Cost Estimate (002), Draft Development Agreement Forest Green 06.11.2025, FOF and COA__Forest Green Expansion 6-18-25, Forest Green Expansion PRELIMINARY AND FINAL PLAN Staff Report 6-18-25

Key Terms:

N/A

Executive Summary:

The Applicant, Forest Green LLC. is seeking to develop two connected buildings with 60-units of senior low/moderate Income (LMI) housing to be located at 641 Main Street (Map 32, Lot 1), within in the Mixed Residential (R3) Zoning District and within the Shoreland Overlay District. The proposed development requires sewer/pump station improvements to the Main Street Pump Station. The Applicant is proposing to contribute \$1MM towards the sewer upgrades, as outlined in the Draft Development Agreement.

Detailed Review:

The Applicant, Forest Green LLC. is seeking to develop two connected buildings with 60-units of senior low/moderate Income (LMI) housing to be located at 641 Main Street (Map 32, Lot 1), within in the Mixed Residential (R3) Zoning District and within the Shoreland Overlay District. The proposed development requires sewer/pump station improvements to the Main Street

Pump Station. Bateman Partners have offered to contribute \$1,000,000. towards the upgrades. This funding would include a sewer connection fee of \$201,600. and a cash contribution of \$798,400. Bateman would re-coup most of their cash contribution as outlined within the attached development agreement.

The City would use the \$1MM towards upgrades of the Main Street pump station. The Public Works and Engineering Department have worked out two possible scenarios:

- 1) The first option is to utilize the funds to upgrade the existing pump station, which will be able to accept additional development within the sewer-shed. This option will allow this development to connect (and be given an "Ability to Serve" letter but additional planned upgrades would need to be made in the future (approximately 5 years);
- 2) The second option would be approximately \$350,000. more expensive but would upgrade the existing pump station and related sewer lines for additional capacity beyond option 31. This additional funding is being proposed by Staff to be utilized from our Sewer Impact Fee Account Reserve Account (#35101-40250).

Funding Source:

1. \$1MM – Bateman Partners (Sewer Impact fee \$201,600. / cash contribution of \$798,400.
2. \$350,000. Funding from the Sewer Impact Fee Account Reserve Account (#35101-40250).

Staff Recommendation:

Staff recommend the Council enter into the proposed Development Agreement to Bateman Partners, LLC. and accept the proposed financing agreement. It should be noted that the Council can approve the proposed Development Agreement with Bateman Partners without allocating the additional \$350K from the City's reserve funds. However, Staff recommends the approval of both items. The Reserve Account Funding request is under another Council Order.

City of Biddeford

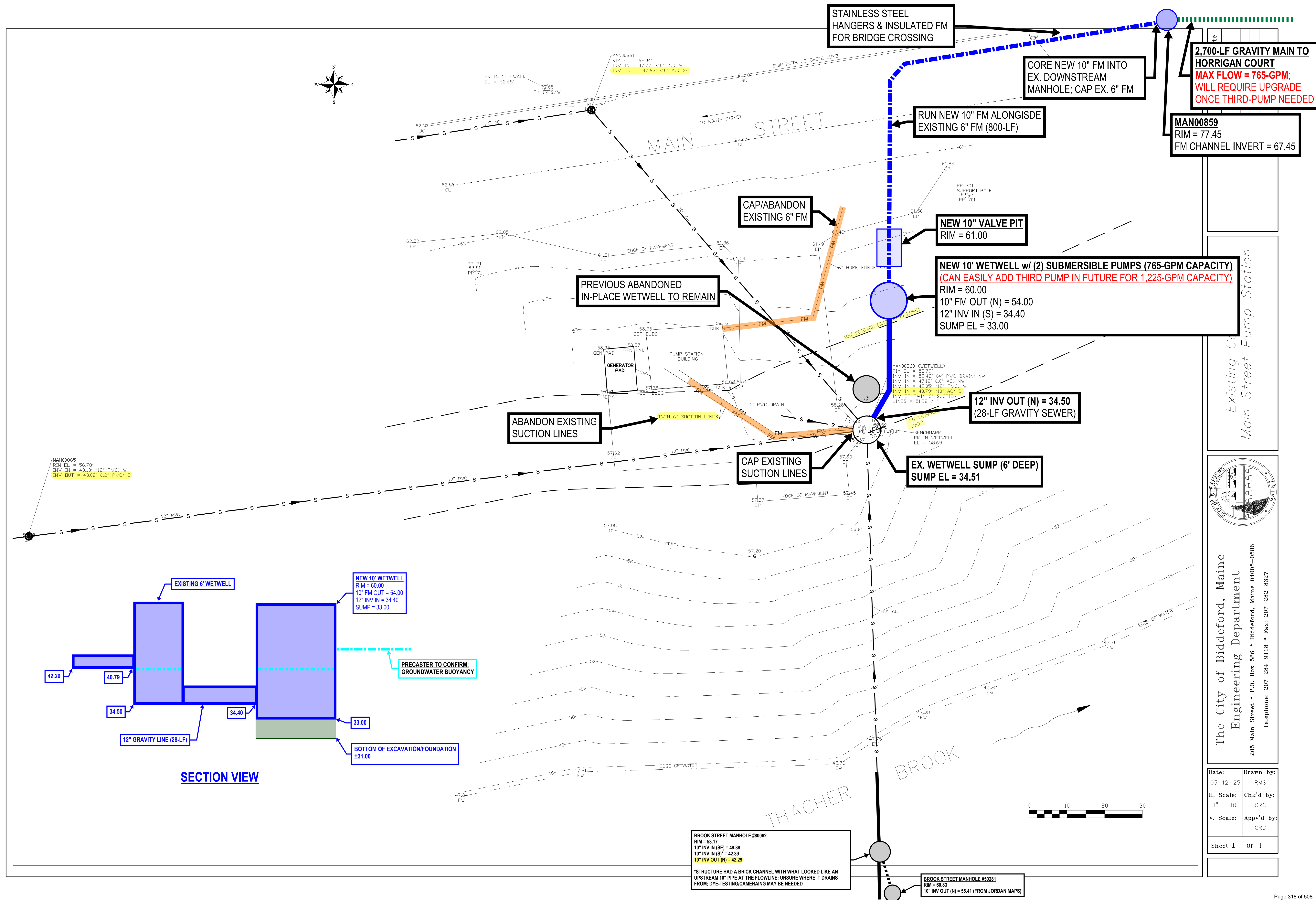
The seal of the City of Biddeford, Maine, is circular. It features a central illustration of a lighthouse on a rocky shore with trees. The words "CITY OF BIDDEFORD" are inscribed around the top inner edge, and "MAINE" is at the bottom. The seal is flanked by two decorative, symmetrical scroll-like flourishes.

2025.79

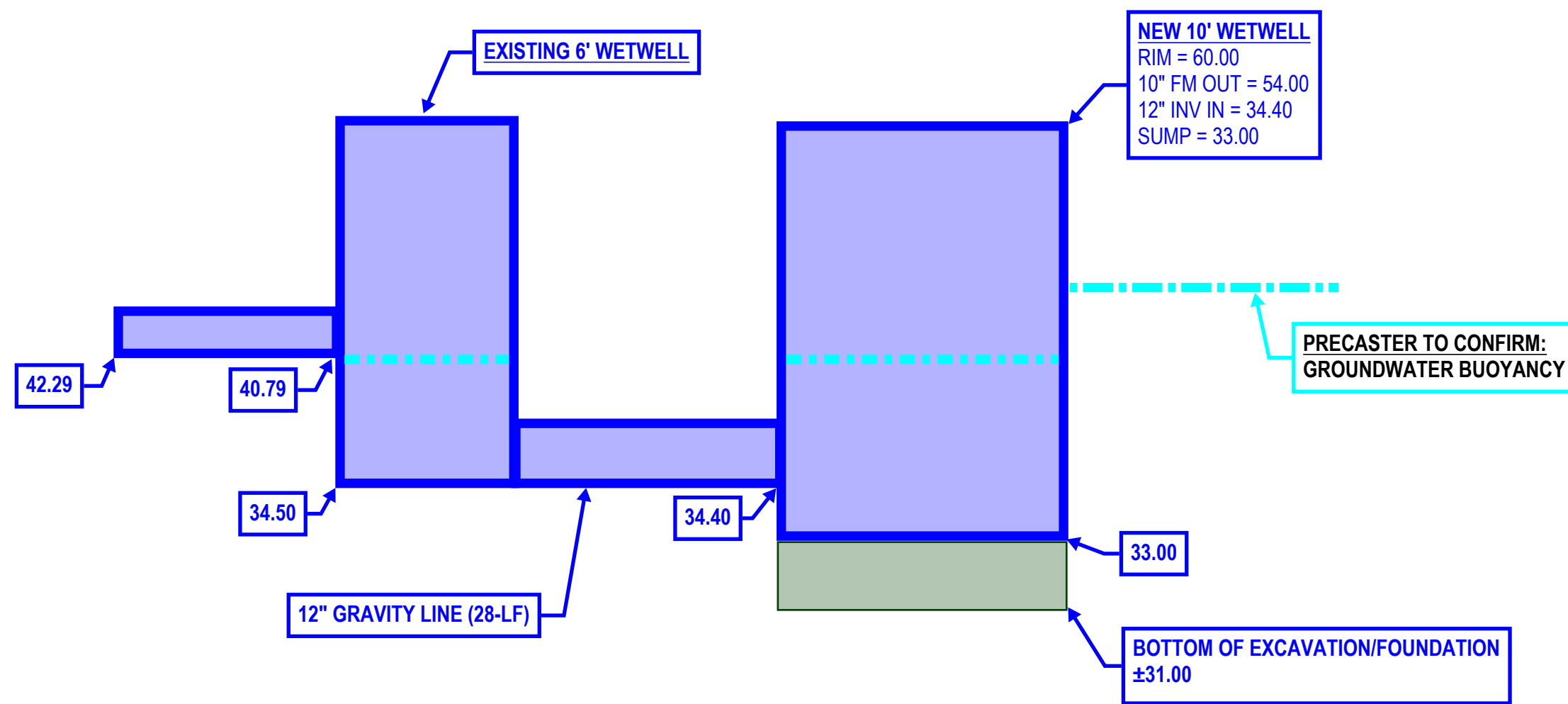
IN BOARD OF CITY COUNCIL on June 17, 2025

BE IT ORDERED, that the City Council hereby enters into the proposed Development Agreement with Bateman Partners related to the funding of the Main Street Pump Station Upgrades.

Attest by: _____



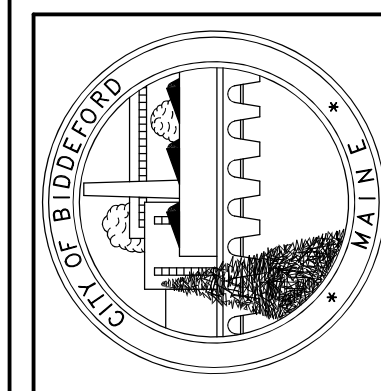
SECTION VIEW



BROOK STREET MANHOLE #80062
RIM = 53.17
10" INV IN (SE) = 49.38
10" INV IN (S) = 42.39
10" INV OUT (N) = 42.29

*STRUCTURE HAD A BRICK CHANNEL WITH WHAT LOOKED LIKE AN
UPSTREAM 10" PIPE AT THE FLOWLINE; UNSURE WHERE IT DRAINS
FROM, DYE-TESTING/CAMERAING MAY BE NEEDED

BROOK STREET MANHOLE #80281
RIM = 60.83
10" INV OUT (N) = 55.41 (FROM JORDAN MAPS)



The City of Biddeford, Maine
Engineering Department
205 Main Street • P.O. Box 586 • Biddeford, Maine 04005-0586
Telephone: 207-284-9118 • Fax: 207-282-8327

Date:	03-12-25	Drawn by:	RMS
H. Scale:	1" = 10'	Chk'd by:	CRC
V. Scale:	---	Appr'd by:	CRC

Re: Main Street Pump Station (MSPS) Capacity Upgrade Summary

From: Craig Chekan, Jeff Demers

Date: 06/10/2025

- i. The existing Main Street pump station is currently operating near capacity, especially during wet weather events (inflow/infiltration).
- ii. Major pump station capacity upgrades are required per recently approved Planning Board/development projects.
- iii. Capacity Summary:
 - a) Existing Pump Station Operating Capacity: 400-gpm
 - b) **Minimum Required Pump Station Capacity: 695-gpm**
 - Per the following planning board projects/development:
 - I. Reveler 60 Barra Road: 53,750-gpd
 - Construction Complete/Occupancy Begun
 - II. Westbrook Development (WDC) Barra Road Project: 11,644-gpd
 - Planning Board Approved; Phase 1 to begin construction this summer
 - III. Mike Eon Barra Road Projects: 10,000-gpd
 - Planning Board Approved
 - IV. Bateman Partners Forest Green (Parkview Court): 9,720-gpd
 - Currently in the Planning Board pipeline
 - c) **Maximum Capacity of Downstream Gravity Sewer: 765-gpm**
 - Existing 12"-15" gravity sewer; 2,700-LF from MSPS to Horrigan Court PS
 - **70-gpm** of unallocated/future growth capacity (i.e. 1-2 future projects) until downstream gravity sewer would require upsizing (765-695=70-gpm)
- iv. Capacity Upgrade Options:
 - a) **Full-Buildout Option: \$1.35MM**
 - (2) Submersible Pumps @ 765-gpm: \$225k
 - New 10' Wetwell (**with room for third pump @ 1,225-gpm**): \$725k
 - 10" Force Main: \$225k
 - 10" Valve Pit: \$150k
 - 12" Gravity Line: \$5k
 - Existing Wet Well Modifications: \$10k
 - Bypass Pumping: \$10k
 - b) **Budget Option: \$625k**
 - (2) Submersible Pumps @ **765-gpm**: \$225k
 - 10" Force Main: \$225k
 - Existing Wet Well Modifications: \$125k
 - Bypass Pumping: \$50k
- v. Staff Recommendation:
 - a) Staff recommend proceeding with the full-buildout capacity upgrade option (\$1.35MM).
 - This would allow a third submersible pump to be easily added in the future (\$100k), once the unallocated 70-gpm is developed (i.e. 1-2 future projects)
 - Note: adding a third pump in the future will require the downstream gravity sewer to be upsized (to get to 1,225-gpm capacity)

- b) Adding a third pump to 'the budget option' in the future would require a new wetwell (and would be tricky/less-efficient/likely-more-expensive than going with the full-buildout option from the get-go)

vi. Funding Sources:

- a) Bateman Partners Forest Green Contributions: \$1MM
 - Sewer Impact Fee: \$201,600 (typically paid at building permit)
 - TIF Credits: \$798,400
 - NOTE: these funds are dependent on Forest Green receiving Maine State affordable housing grant funds this Fall; Bateman Partners would not pull building permits until May 2026 (i.e. the City would need to wait until then to begin construction). If Bateman Partners doesn't receive funding, the City will require alternative funding.
- b) Old Sewer Impact Fee Revenue Account: \$350k
 - Account Number: 35101-40250
 - Account Balance: ±\$800k

JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement (“Agreement”) dated _____, 2024 is executed by Bateman Partners, LLC, a Maine limited liability company (“FG”) and the CITY OF BIDDEFORD, MAINE (the “City”) (each a “Party” and, collectively, the “Parties”).

RECITALS

WHEREAS, FG owns a certain parcel of land, at 641 Main Street in Biddeford, Maine, being approximately 10.15 acres, within the R-3: Mixed Residential Zone (Tax Map Reference: Map 32, Lot 1) (the “Property”);

WHEREAS, FG seeks to construct two (2) new buildings containing 60-unit low/moderate income (LMI) apartments within the Forest Green Apartments Complex as shown on the Planning Board Staff Report - Exhibit A attached hereto (the “Project”);

WHEREAS, FG ensures substantial completion of two (2) new buildings containing 60-unit low/moderate income (LMI) apartments within the Forest Green Apartments as specified in this agreement;

WHEREAS, FG seeks to make significant contributions towards sewer capacity improvement projects that benefit multiple development projects, all in various stages of planning and development in the City of Biddeford, Maine;

WHEREAS, FG 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. FG's Project Commitments:

FG, 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) FG, its successors and assigns, shall pay a total of \$798,400.00 to the CITY for use towards certain Sewer Capacity Improvement Projects simultaneously with the execution of an approved Credit Enhancement Agreement as described in the agreement;
- b) Additionally, FG acknowledges the requirement to pay Sewer Impact Fees, of \$201,600.00 in addition to the Sewer Capacity Improvement payment identified in Article 1, Section 1.(a):
- c) FG, its successors and assigns, commits to submit a complete Application Package to the Maine State Housing Authority in the calendar year 2025, and if unsuccessful will apply again in calendar year 2026, and, upon being notified of a notice to proceed by MSHA, will commence Construction of the FG project within 6 months and commits to substantially complete the FG Development Project within 28 months of such formal notification.

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 FG, its successors or assigns:

- a) The establishment of a 30 year Credit Enhancement Agreement with a 75% annual reimbursement to FG:
- b) Complete Sewer Capacity Improvements projects with a time period negotiated between the CITY and FG with an outcome that allows for the project to gain a formal written “Ability to Serve” letter regarding sewer capacity for the FD Development Project;
- c) The City commits to provide the “Ability to Serve” letter relating to Sewer Capacity for the FG Development Project simultaneously at the time of receipt of the Sewer Capacity Improvement Contribution payment.

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 Bateman Partners, 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 Bateman Partners, LLC:

(a) The City shall provide notice to FG, 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) Bateman Partners, 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, Bateman Partners, 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 Bateman Partners, 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 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: Bateman Partners, LLC
470 Fore Street, Suite 400
Portland, Maine 04101

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.

<FORMAL NAME OF FD ENTITY>

Witness

By: _____
David or Nathan Bateman.
Its Duly Authorized:

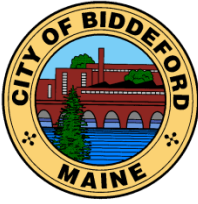
CITY OF BIDDEFORD

Witness

By: _____

Its Duly Authorized: City Manager

Attachment: Exhibit A: Planning Board Staff Report



CITY OF BIDDEFORD

Planning and Development Department

David Galbraith
City Planner & Deputy Director of Planning &
Development
205 Main Street
P.O. Box 586
Biddeford, ME 04005
(207) 284-9115
David.galbraith@biddefordmaine.org

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Bateman Partners LLC.

Preliminary & Final Site Plan & Subdivision Application

641 Maine Street, (Tax Map 32, Lot 1) in the Mixed Residential (R3) Zoning District.

June 18, 2025

Pursuant to the provisions of the City of Biddeford Code of Ordinances Land Development Regulations, Article XI (Site Plan Review), and Chapter 66 (Subdivisions), the Biddeford Planning Board has considered the application of Based on its review, including supportive data, public hearing testimony and related materials contained in the record, the Planning Board makes the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT:

1.	Applicant:	Bateman Partners, LLC 470 Fore Street, Suite 400 Portland, Maine 04101
2.	Owner of Property:	Forest Green Associates LP 470 Fore Street, Suite 400 Portland, Maine 04101
3.	Agent:	Doug Renolds, P.E. Gorrill Palmer Consulting Engineers 300 Southborough Drive, Suite 200 South Portland, Maine 04106
4.	Surveyor:	Doug Renolds, P.E. Gorrill Palmer Consulting Engineers 300 Southborough Drive, Suite 200 South Portland, Maine 04106
5.	Project Location:	641 Main Street, Biddeford, ME
6.	Project Tax Map #/Lot #:	Tax Map 32, Lot 1
7.	Lot Size:	10.15-acres
8.	Base Zoning:	Mixed Residential (R3)
9.	Overlay Zoning:	Shoreland Overlay District – General Development
10.	Existing Use:	Residential development with 5 existing buildings totaling 40 units with associated parking, accessways, and utility infrastructure.
11.	Proposed Use:	60-unit, senior LMI housing
12.	Approvals Required:	Subdivision/Site Plan
13.	Uses in the Vicinity:	Mixed Use / Residential / Rotary Park
14.	Waivers Needed:	a. None
15.	Waivers Granted:	a. None
16.	Other Non-City Permits Required:	a. See below section # 3
17.	A: Fees Paid:	Fees Paid
18.	Planning Board Review History: Planning Board Review History: Sketch Plan- April 2, 2025;	

FINDINGS OF FACT AND CONCLUSIONS OF LAW
Bateman Partners LLC.
Preliminary & Final Site Plan & Subdivision Application
641 Maine Street, (Tax Map 32, Lot 1) in the Mixed Residential (R3) Zoning District.
June 18, 2025

Preliminary Plan (Tabled) May 7, 2025; Preliminary and Final Review 6-18-25.
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CONCLUSIONS OF LAW:

1. The proposed use meets specific requirements set forth in this ordinance and would be in compliance with applicable state or federal laws;
2. The proposed use would not create fire safety hazards by providing adequate access to the site, or to the buildings on the site, for emergency vehicles and would not create hazards through the storage of chemicals and wastes;
3. The proposed exterior lighting, where allowed, would not create hazards to motorists traveling on adjacent public streets or is adequate for the safety of occupants or users of the site or would not damage the value and diminish the usability of adjacent properties;
4. The provisions for buffers and on-site landscaping provide adequate protection to neighboring properties from detrimental or unsightly features of the development;
5. The proposed use would not have a significant, detrimental effect on the use and peaceful enjoyment of abutting property as the result of noise, vibrations, fumes, odor, dust, glare, hours of operation, or other causes;
6. The provisions for vehicular loading and unloading and parking and for vehicular and pedestrian circulation on the site and onto adjacent public streets would not create hazards to public safety or traffic congestion;
7. The proposed use would generate a volume of traffic that can reasonably be accommodated by the existing road network, or would not create unreasonable traffic hazards or would not exacerbate an existing traffic hazard, or would not create unreasonable traffic congestion;
8. The proposed use would not have a significant, detrimental effect on the value of adjacent properties which could be avoided by reasonable modification of the proposal;
9. The proposed use would not have an adverse impact on the privacy of the residents of the immediate area (within 500 feet) which could be avoided by reasonable modification of the proposal;
10. The proposed use would be in compliance with Biddeford's Comprehensive Plan;
11. The proposed use would not have an adverse impact on the immediate neighborhood or the community relative to architectural design, scale, bulk and building height, identity and historical character, or visual integrity, which could be avoided by reasonable modification of the proposal;
12. The design of the site would not result in significant flood hazards or flood damage or would be in conformance with applicable flood hazard protection requirements;
13. Adequate provision has been made for disposal of wastewater or solid waste or for the prevention of ground or surface water contamination;

FINDINGS OF FACT AND CONCLUSIONS OF LAW
Bateman Partners LLC.
Preliminary & Final Site Plan & Subdivision Application
641 Maine Street, (Tax Map 32, Lot 1) in the Mixed Residential (R3) Zoning District.
June 18, 2025

14. Adequate provision has been made to control erosion or sedimentation;
15. Adequate provision has been made to handle stormwater runoff or other drainage problems on the site; and the proposed development will not unduly burden off-site surface water systems;
16. The proposed water supply would meet the demands of the proposed use for fire protection purposes;
17. Adequate provision has been made for the transportation, storage, and disposal of hazardous substances and materials as defined by state law;
18. The proposed use would not have an adverse impact on scenic vistas or on significant wildlife habitat or wetland areas and water bodies which could be avoided by reasonable modification of the proposal;
19. When located in the Shoreland Zone, the proposed use would meet the purposes of Shoreland Zoning as identified in Article XIV, Section 1 (Purposes) of this ordinance.

APPROVAL GRANTED – CONDITIONS OF APPROVAL (COA):

Based on the evidence available and the conclusions above, the Biddeford Planning Board approves the proposed project summarized within the attached Staff report and pursuant to the provisions of the City of Biddeford Code of Ordinances Land Development Regulations, Article XI (Site Plan Review), and Subdivision Review, and hereby approves Case # 2025.09 for **Bateman Partners, LLC for two (2) new buildings containing 60-unit low/moderate income** located at 641 Main Street (Tax Map 32, Lots 1) with the following Conditions of Approval (COA):

1. Standard Conditions of Approval apply.
2. All vehicle maneuvering, loading and unloading must occur on-site and may not utilize Main Street for loading or backing into / out of the property.
3. The Applicant shall provide interior storm and sanitary plumbing plans, confirming both gravity systems are separated and have separated downstream connections within the City's infrastructure. If the interior storm and sanitary piping are not separated or do not outfall into separated systems, the Applicant shall provide formal separation plans, including disconnection of roof drains / downspouts. If the building's interior pipe routing is unclear, CCTV footage shall be provided. The submitted plans shall be reviewed and approved by the City's Director of Engineering prior to the issuance of any building or plumbing permits.
4. Prior to the scheduling of the required Pre-construction meeting the Applicant shall make all required changes to the project Civil Plans for the review and approval of the Director of Engineering.
5. Bonding and Inspection Fees: **Bonding and inspection fees shall be established prior to scheduling of the required Pre-construction meeting.**

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Bateman Partners LLC.

Preliminary & Final Site Plan & Subdivision Application

641 Maine Street, (Tax Map 32, Lot 1) in the Mixed Residential (R3) Zoning District.

June 18, 2025

6. Modifications to Approved Development Plans: The project shall be constructed in accordance with the approved development plans. **No deviations to the approved development plans shall be made without prior written authorization by the City Planner.** Should the Applicants desire a modification from approved plans, they shall be required to submit a formal letter requesting a “minor modification” to the approved development plans. The narrative shall be submitted outlining the request, the reasoning for the request (justification) and shall include plans illustrating the approved plans and proposed modifications. Changes beyond the authority of the City Planner shall be reviewed and approved by the Planning Board. It should be noted that review fees for any proposed changes may be assessed to the Applicant, for Staff or Peer Review time spent evaluating the request.
7. Once stamped and signed “As-Built drawings” are submitted to the Planning and Engineering Departments (clearly identifying what approved deviations and variances were installed based on the approved permit drawings), the City Engineering Department will conduct an inspection. The “as Built Checklist” shall be submitted for review and approval, for any performance guarantee release.
8. As-Built Drawings and CAD Files need to be submitted to the Planning & Engineering Departments **prior to a ‘Site Punch list Inspection’ and any bond release.**
9. York County Recorded Drawings: Applicant must submit recorded copies of York County Registry of Deed drawings to Planning & Engineering Department **prior to Building Permit Issuance.**
10. The Plan Set shall be revised, prior to Planning Board signature, the following items to the satisfaction of the Fire Chief:
 - A. The entire length of the proposed fire lanes, providing emergency vehicle around the sides of the building, shall be a minimum of twenty (20’) feet in width and be structurally engineered to support a minimum of 78,000 lbs (the weight of the City’s heaviest apparatus). The plans shall provide certification for the compaction of the surface to support 78,000 lbs.
 - B. The emergency access isles at the sides of the building/s shall project beyond the rear of the building for adequate fire coverage.
 - C. The building’s fire connections and sprinkler room/s shall be located / accessed on the front of the building/s for easy emergency access.
 - D. The fire lanes, as approved by the Fire Chief, shall be maintained to provide year-round 20’ wide emergency access, including snow removal, the entire length of the fire lanes. Submit a Snow Removal plan to maintain the 20’ width beginning to end during winter months.
11. Sewer Infrastructure Contribution:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Bateman Partners LLC.

Preliminary & Final Site Plan & Subdivision Application

641 Maine Street, (Tax Map 32, Lot 1) in the Mixed Residential (R3) Zoning District.

June 18, 2025

The developer and the City have entered into an agreement where Bateman Partners shall contribute \$1,000,000 to the City of Biddeford. This amount includes the required sewer impact fee (\$201,600) and a voluntary cash donation in the amount of \$798,400., paid as TIF Credit. As such payments to the City from the developer shall:

A. Sewer Impact Fees: Prior to the issuance of the 1st building permit Bateman Partners shall pay their sewer impact fee of \$201,600. As agreed, these funds will be utilized by the City to upgrade the Main Street pump station with the monetary contribution/credit listed below in item "B".

B. Main Street Pump Station Sewer Upgrades: A monetary contribution of \$798,400 shall be paid by FG prior to the required Preconstruction Meeting is scheduled. These funds shall be allocated explicitly toward the upgrade of the Main Street pump station. This contribution is a prerequisite for the issuance of an "Ability to Serve" letter by the city. The Applicant's commitment enables the City to move forward with necessary infrastructure improvements to increase sewer capacity within the service area.

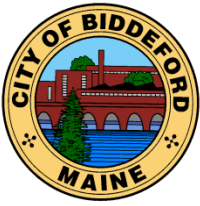
NOTE: these funds are dependent on Forest Green receiving Maine State affordable housing grant funds this Fall; Bateman Partners would not pull building permits until May 2026 (i.e. the City would need to wait until then to begin construction). If Bateman Partners doesn't receive funding, the City will require alternative funding.

C. Required Inspections:

- i. Erosion & Sediment Control Inspections
 - 1. Needs to be completed by a City-approved 3rd Party Inspector and paid by the Applicant via the inspection fee escrow being held by the City.
 - 2. Initial, monthly, and final inspections
 - 3. The City's Engineering Department, at minimum, shall be notified for an initial E&S inspection prior to breaking ground.
- ii. Copies of all inspection reports need to be submitted to the Engineering Department upon the completion of each inspection.
- iii. Stormwater BMP Installation Inspections
 - 1. Needs to be completed by the design engineer
 - 2. Confirming stormwater facilities installed correctly per design
 - 3. Inspection reports need to be submitted to the Engineering Department

Alexa Plotkin, Planning Board Chair

Date



CITY OF BIDDEFORD

Planning and Development Department

David C.M. Galbraith
Deputy Director/City Planner
205 Main Street
P.O. Box 586
Biddeford, ME 04005
(207) 284-9115

David.Galbraith@biddefordmaine.org

PLANNING BOARD STAFF REPORT

TO: Chair Plotkin and Members of the Biddeford Planning Board

FROM: David C.M. Galbraith, City Planner & Deputy Director of the Planning & Development Dept.

DATE: May 14, 2025

RE: 2025.09 Preliminary and Final Site Plan and Subdivision Review for Bateman Partners, LLC for two (2) new buildings containing 60-unit low/moderate income (LMI) apartments within the Forest Green Apartments located at 641 Main Street (Map 32, Lot 1) in the Mixed Residential (R3) Zoning District and within the Shoreland Overlay District.

MEETING DATE: June 18, 2025, 6:00 PM

1. INTRODUCTION

This application was first reviewed by the Planning Board as a Sketch Plan on April 2, 2025. On May 7, 2025, the project was brought before the Planning Board for "Preliminary Plan" review but was "Tabled" by the Board due to their concerns with the City not being able to provide an "Ability to Serve" the project due to the Main Street pump station being close to capacity. Over the past few weeks Staff has been working diligently with the Applicant's development team, and a solution to the sewer capacity upgrades to serve this development and additional future developments, utilizing this sewer shed has been provided.

In simple terms, Bateman Partners have offered the City \$1,000,000. In up-front utilizing their sewer impact fee of approximately \$183,000. and paying the balance (approximately \$817,000.) in cash. The City would use this money towards upgrades of the Main Street pump station. The Public Works and Engineering Department have worked out two possible scenarios. 1) The first option is to utilize the funds to upgrade the existing pump station, which will be able to accept additional development within the sewer-shed. This option will allow this development to connect (and be given an "Ability to Serve" letter but additional planned upgrades would need to be made in the future (approximately 5 years); 2) The second option would be approximately \$350,000. more expensive but would completely upgrade the existing pump station and related sewer lines. City Staff is scheduled to discuss this funding with the City Council at their 6-17-25 meeting as we are recommending utilizing \$350,00. of the City's funds to upgrade the entire system at this time. Regardless of which option the City Council chooses, with the proposed contribution from Bateman Partners, the City will be able to accept the sewer from this development and future developments within the area. Staff is completely supportive of the proposed "solution" offered by Bateman, and the Public Works Department will issue a "Ability to Serve" contingent upon the agreed upon monetary donation being paid prior to the issuance of the first building permit for the project.

The application is being presented by Doug Renolds, P.E. and Project Manager for Gorrill Palmer Engineers, and Agent for Bateman Partners, LLC., referred to as "Applicant or Applicants". The application is seeking to develop two (2) new apartment block buildings, connected with a shared

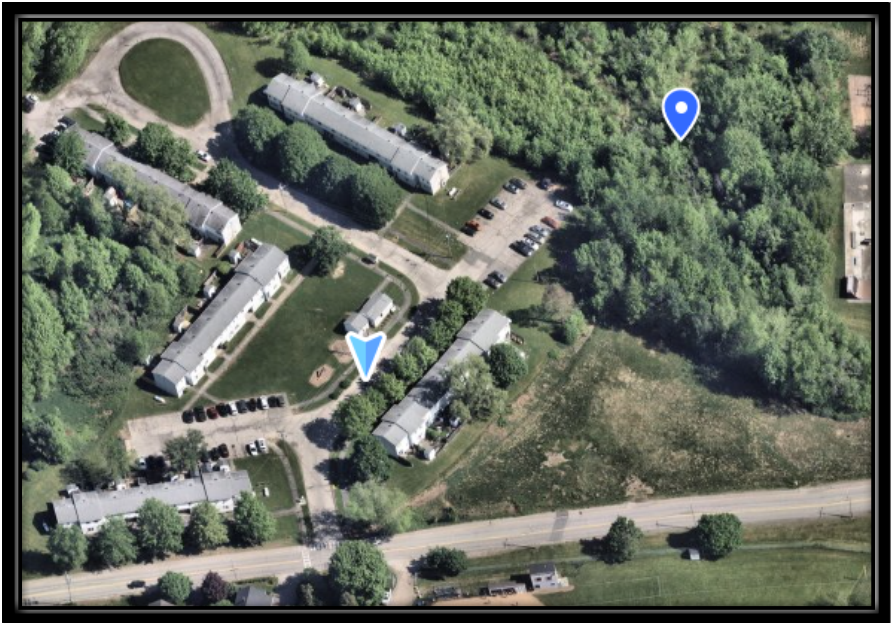
RE: 2025.09 Preliminary and Final Site Plan and Subdivision Review for Bateman Partners, LLC for two (2) new buildings containing 60-unit low/moderate income (LMI) apartments within the Forest Green Apartments located at 641 Main Street (Map 32, Lot 1) in the Mixed Residential (R3) Zoning District and within the Shoreland Overlay District.

MEETING DATE: June 18, 2025, at 6:00 PM

entrance, each with 30 new, senior housing low/moderate income apartments for a total of 60 new apartments. This project requires Site and Subdivision Plan review and approval.



Forest Green Apartments – Existing Conditions



Project Location marker top right corner of above image

RE: 2025.09 Preliminary and Final Site Plan and Subdivision Review for Bateman Partners, LLC for two (2) new buildings containing 60-unit low/moderate income (LMI) apartments within the Forest Green Apartments located at 641 Main Street (Map 32, Lot 1) in the Mixed Residential (R3) Zoning District and within the Shoreland Overlay District.

MEETING DATE: June 18, 2025, at 6:00 PM

The project scope is outlined within the development application and states (shown in *italics*):

The unit breakdown will incorporate forty-two (42) two-bedroom units and eighteen (18) one-bedrooms. The buildings have a footprint of approximately 9,800 SF each, connected by an 800 SF shared entry that will contain an elevator for accessibility to the upper floors of both buildings. The applicant received a districting change from the Saco River Corridor Commission (SRCC) changing from the Limited Residential to the General Development district for areas outside of the 250’ Saco River buffer. The site is identified as a portion of Lot 1 on the Biddeford Tax Map 32. The property is bounded to the north by the Saco River, and to the south with direct frontage along Main Street. This property was originally developed in 1975, with 5 residential buildings consisting of 40 units with associated parking and access ways. Park View Court is a public road which runs through the center of the site and provides access to the existing apartment buildings. The buildings will utilize the existing development entrance and have their own primary access via Park View Court. The existing development footprint is currently approximately 6 acres and will be increased to approximately 7.5 acres. The amount of impervious area onsite would increase by approximately 38,100 square feet (0.87 acres).



Forest Green Apartments – Front Building Elevation – Partial



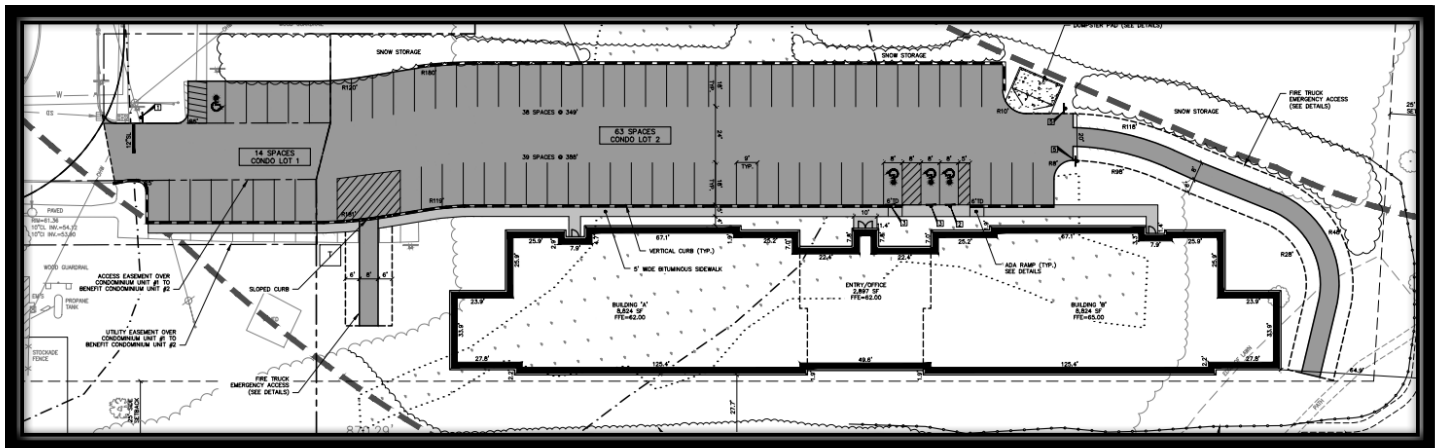
Forest Green Apartments – Front Building Elevation – Full

RE: 2025.09 Preliminary and Final Site Plan and Subdivision Review for Bateman Partners, LLC for two (2) new buildings containing 60-unit low/moderate income (LMI) apartments within the Forest Green Apartments located at 641 Main Street (Map 32, Lot 1) in the Mixed Residential (R3) Zoning District and within the Shoreland Overlay District.

MEETING DATE: June 18, 2025, at 6:00 PM



Forest Green Apartments – First Floor Plan



2 Proposed Buildings with 60-units (total) of LMI senior housing and associated parking

The application narrative continued stating:

The proposed development requires a parking ratio of 1 space per unit if designed exclusively for, and occupancy is restricted to affordable housing. The Applicant is proposing 63 parking spaces to support the new LMI apartment building, which complies with the City of Biddeford's off-street parking requirements. Within the new parking lot, 14 spaces will be dedicated to the existing development for a total of 77 new parking spaces. Traffic generated by the proposed development is not anticipated to adversely impact the surrounding roadway network given the residential nature of the project. A traffic Evaluation is included in Attachment 4 which includes an analysis of the trip generation, access conditions, and safety. The proposed development is anticipated to be served by public water, sewer, and three-phase power which is available onsite. The site is anticipated to be served by a private solid waste hauler who has not been determined at this time.

The Forest Green Apartments are located off Main Street via Park View Court, which will be the internal connection to the proposed development.

2. PROJECT DATA/INFORMATION

RE: 2025.09 Preliminary and Final Site Plan and Subdivision Review for Bateman Partners, LLC for two (2) new buildings containing 60-unit low/moderate income (LMI) apartments within the Forest Green Apartments located at 641 Main Street (Map 32, Lot 1) in the Mixed Residential (R3) Zoning District and within the Shoreland Overlay District.

MEETING DATE: June 18, 2025, at 6:00 PM

1.		Applicant:	Bateman Partners, LLC 470 Fore Street, Suite 400 Portland, Maine 04101
2.		Owner of Property:	Forest Green Associates LP 470 Fore Street, Suite 400 Portland, Maine 04101
3.		Agent:	Doug Renolds, P.E. Gorrill Palmer Consulting Engineers 300 Southborough Drive, Suite 200 South Portland, Maine 04106
4.		Surveyor:	Doug Renolds, P.E. Gorrill Palmer Consulting Engineers 300 Southborough Drive, Suite 200 South Portland, Maine 04106
5.		Project Location:	641 Main Street, Biddeford, ME
6.		Project Tax Map #/Lot #:	Tax Map 32, Lot 1
7.		Lot Size:	10.15-acres
8.		Base Zoning:	Mixed Residential (R3)
9.		Overlay Zoning:	Shoreland Overlay District – General Development
10.		Existing Use:	Residential development with 5 existing buildings totaling 40 units with associated parking, accessways, and utility infrastructure.
11.		Proposed Use:	60-unit, senior LMI housing
12.		Approvals Required:	Subdivision/Site Plan
13.		Uses in the Vicinity:	Mixed Use / Residential / Rotary Park
14.		Waivers Needed:	a. None
15.		Waivers Granted:	a. None
16.		Other Non-City Permits Required:	a. See below section # 3
17.		A: Fees Paid:	Sketch Plan Fees Paid
18.		Planning Board Review History: Sketch Plan- April 2, 2025; Preliminary Plan (Tabled) May 7, 2025; Preliminary and Final Review 6-18-25.	

3. REVIEW PROCESS

Per City Ordinance, this application is subject to Site Plan Review (City of Biddeford, Code of Ordinances, Part III - Land Development Regulations, Article XI – Site Plan Review). The review process for this project involves Sketch Plan review, followed by Preliminary Plan Review, and ultimately Final Plan review / approval. It is also anticipated that the project will also require the following:

RE: 2025.09 Preliminary and Final Site Plan and Subdivision Review for Bateman Partners, LLC for two (2) new buildings containing 60-unit low/moderate income (LMI) apartments within the Forest Green Apartments located at 641 Main Street (Map 32, Lot 1) in the Mixed Residential (R3) Zoning District and within the Shoreland Overlay District.

MEETING DATE: June 18, 2025, at 6:00 PM

Reviewing Authority	Required Approval
Town of Biddeford	Site Plan Review Permit
Town of Biddeford	Subdivision Amendment Permit
Saco River Corridor Commission	Saco River Corridor Commission Permit Application
MaineDEP	Natural Resource Protection Act Permit Tier II
MaineDEP	Stormwater Law Permit-By-Rule

4. GENERAL REVIEW COMMENTS:

- **APPLICATION COMPLETENESS:** This application is for site plan sketch plan review, so the purpose of this memorandum introduces the project/s to the Board, with the desire to identify items the Board believes are important and necessary for the continued review of this plan / project.
- **ZONING:** The subject property is zoned Mixed Residential (R-3) and multi-family dwellings are permitted use within the district. The property is also located within the Shoreland Overlay District. It should be noted that the Saco River Corridor Commission (SRCC) recently approved a reclassification of the property which has now been placed within the General Development 1 (GD!) Overlay Zone. The proposal currently complies with all space, bulk and parking regulations within the zoning district.
- **REVIEW STANDARDS:**

Staff found the Preliminary Plan Application to satisfy City site plan requirements.
- **WAIVERS:** No waiver requests are being sought, currently.

5. STAFF REVIEW COMMENTS:

- 1) This major issue (in red underline below) has been worked out between the Applicant and City Staff. The Applicant has agreed to pay the City \$1,000,000. (sewer impact fee and cash donation) to upgrade the Main Street pump station. This contribution will allow the City to issue a "Ability to Serve" letter. City Staff has also requested that the Council allocate necessary funding to completely upgrade this sewer-shed that would provide additional capacity that can be utilized beyond our lifetimes. This was THE major issue "we" needed to overcome, and regardless which funding option the Council decides, this project may be approved. The Batemans stepped up and offered the City their solution, which in turn allowed Staff to re-evaluate the pump station and build out options. This was truly a great collaboration between the Applicants and the City.

ORIGINAL STAFF COMMENT FROM 5-7-25 REVIEW: The primary design element that needs resolution is the sewer capacity issue. The proposed sewer line would ultimately connect to the existing sewer pump station located approximately 1,500 feet from the proposal to the pump station. The pump station is currently near or at capacity and pump station upgrades will be required to accept the effluent from the proposed development. The upgrades required are expected to cost approximately \$1,000,000. The City does not currently have funds appropriated for the required system upgrades. This project can not advance to Final Plan Review until either

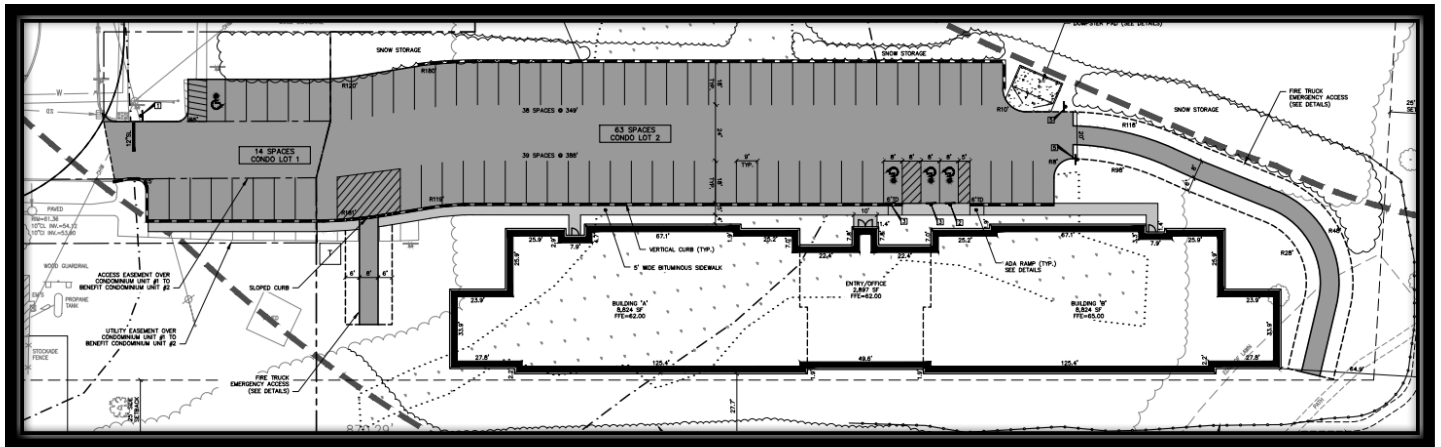
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MEETING DATE: June 18, 2025, at 6:00 PM

the Applicant covers the upgrade costs, or Council approves appropriate funding allocation, or a combination of the two.

- 2) ***Prior Sketch Plan Comment:*** *The Fire Department will require emergency vehicle access around 50-75% of the proposed building/s. Deputy Fire Chief Dexter mentioned that the proposed building/s could be shifted to the south and fire access drives at both ends of the building/s.*

Since the Sketch Plan Review the Applicant has met with the Fire Department and have revised their plans to provide emergency access on three sides of the building, as shown below. The below plans are being slightly modified at the Fire Department's request, and the proposed Conditions of Approval include Chief Best's recommendations. These minor changes will be incorporated into the plans provided to the Planning Board for signature and recording.



Amended Site Plan Illustrating Emergency Access on Three Sides of the Proposed Buildings

Below are Fire Department's recommended Conditions of Approval (COA). The above plan shows the locations of the two (2) fire access lanes, one located on each side of the building. Although the locations of the proposed fire access lanes are acceptable to the Fire Department, the pavement with is dimensioned at eight (8') feet in width. Fire lanes are required to meet the following standards:

- A. *Fire lanes shall be a minimum of twenty (20') feet in width and constructed to support the weight of the City's heaviest apparatus.*
- B. *The emergency access isles at the sides of the building/s shall project beyond the rear of the building for adequate fire coverage.*
- C. *The Fire Department will require the building's fire connections and sprinkler room/s shall be located / accessed on the front of the building/s for easy emergency access.*

6. STAFF RECOMMENDATION

Staff is thrilled that we were able to overcome the sewer issues and WILL be able to provide the Applicant an "Ability to Serve" letter. Although a couple of minor site changes are required, Staff is

RE: 2025.09 Preliminary and Final Site Plan and Subdivision Review for Bateman Partners, LLC for two (2) new buildings containing 60-unit low/moderate income (LMI) apartments within the Forest Green Apartments located at 641 Main Street (Map 32, Lot 1) in the Mixed Residential (R3) Zoning District and within the Shoreland Overlay District.

MEETING DATE: June 18, 2025, at 6:00 PM

supportive of this development project and recommends the Planning Board Approve this application for Preliminary and Final review. .

Planning Board Sample Motions:

- A. Motion to Approve: I motion to APPROVE Case # 2025.09 a Preliminary and Final Site Plan and Subdivision Review for Bateman Partners, LLC for two (2) new buildings containing 60-unit low/moderate income (LMI) apartments within the Forest Green Apartments located at 641 Main Street (Map 32, Lot 1) in the Mixed Residential (R3) Zoning District and within the Shoreland Overlay District.

- B. Motion to Deny I motion to DENY Case # 2025.09 a Preliminary and Final Site Plan Review and Subdivision review for Bateman Partners LLC. for two (2) new buildings containing 60-unit low/moderate income (LMI) apartments within the Forest Green Apartments located at 641 Main Street (Map 32, Lot 1) in the Mixed Residential (R3) Zoning District and within the Shoreland Overlay District, for the following reasons:
 - 1) _____.
 - 2) _____.
 - 3) _____.

- C. Motion to Table: I motion to TABLE Case # 2025.09 a Preliminary and Final Site Plan Approval and Subdivision Review for Bateman Partners, LLC for two (2) new buildings containing 60-unit low/moderate income (LMI) apartments within the Forest Green Apartments located at 641 Main Street (Map 32, Lot 1) in the Mixed Residential (R3) Zoning District and within the Shoreland Overlay District, for the following reasons:
 - 1) _____.
 - 2) _____.
 - 3) _____.



City Council

Meeting June 17, 2025

Date:

Meeting 6:00 PM

Time:

Agenda 10.g

Item No:

Item 2028.83 Approval of Main St Pump Station Upgrades

Description:

Submitted David C.M. Galbraith, Deputy Director of Planning and Development / City Planner

By: Jeff Demers, Director of Public Works

Craig Chekan, City Engineer

George Gervais, Director of Economic Development

Supporting Information/Documentation:

2025 Council Order Main Street Pump Station Upgrades Funding CC 6-17-25, 2025-06-10_Main Street Pump Station Upgrade Exhibit, 2025-06-10_MSPS Narrative Cost Estimate (002), Draft Development Agreement Forest Green 06.11.2025

Key Terms:

N/A

Executive Summary:

Staff is seeking Council Approval for the expenditure of \$350,000 in additional funds from the Sewer Impact Fee Account Reserve Account (#35101-40250) to make additional sewer improvements at the same time as Bateman's improvements, to create additional sewer capacity at this location.

Detailed Review:

Staff is requesting City Council approval for the expenditure of \$350,000. from the Sewer Impact Fee Account Reserve Account (#35101-40250) to make additional sewer improvements at the same time as Bateman's improvements, to create additional sewer capacity at this location. Bateman Partners (dba Forest Green LLC.) has proposed to develop two connected buildings with 60-units of senior low/moderate Income (LMI) housing to be located at 641 Main Street (Map 32, Lot 1). The proposed development requires sewer/pump station improvements to the Main Street Pump Station in order for the City to accept this additional

capacity. The Applicant is proposing to contribute \$1MM towards the sewer upgrades, as outlined in the Draft Development Agreement (Council Item # 2025.79).

Bateman is proposing to contribute \$1MM towards the sewer upgrades, as outlined in the Draft Development Agreement (Council Item # 2025.79). Staff is seeking Council Approval for the expenditure of \$350,000 from the Sewer Impact Fee Account Reserve Account (#35101-40250) to make additional sewer improvements at the same time as Bateman's improvements, to create additional sewer capacity at this location for future development.

The proposed development requires sewer/pump station improvements to the Main Street Pump Station. Bateman Partners have offered to contribute \$1,000,000 towards the upgrades.

This funding would include a sewer connection fee of \$201,600 and a cash contribution of \$798,400. Bateman would re-coup most of their cash contribution as outlined within the attached development agreement. The City would use the \$1MM towards upgrades of the Main Street pump station.

1) The first option is to utilize the "Bateman" funds to upgrade the existing pump station, which will be able to accept additional development within the sewer-shed. This option will allow this development to connect (and be given an "Ability to Serve" letter) but additional planned upgrades would need to be made in the future (approximately 5 years);

2) RECOMMENDED: The second option would be approximately \$350,000 more expensive but would upgrade the existing pump station and related sewer lines for additional capacity beyond option #1. This additional funding is being proposed by Staff to be utilized from our Sewer Impact Fee Account Reserve Account (#35101-40250).

Funding Source:

1. \$1MM – Bateman Partners (Sewer Impact fee \$201,600. / cash contribution of \$798,400.
2. \$350,000. Funding from the Sewer Impact Fee Account Reserve Account (#35101-40250).

Staff Recommendation:

Staff recommend the City Council approve the expenditure of \$350K for additional upgrades beyond Bateman's proposed contribution so that this pump station can accept Bateman's effluent but additional future developments. It should be noted that the Council can approve the proposed Development Agreement with Bateman Partners without allocating the additional \$350K from the City's reserve funds. However, Staff recommends the approval of both items.

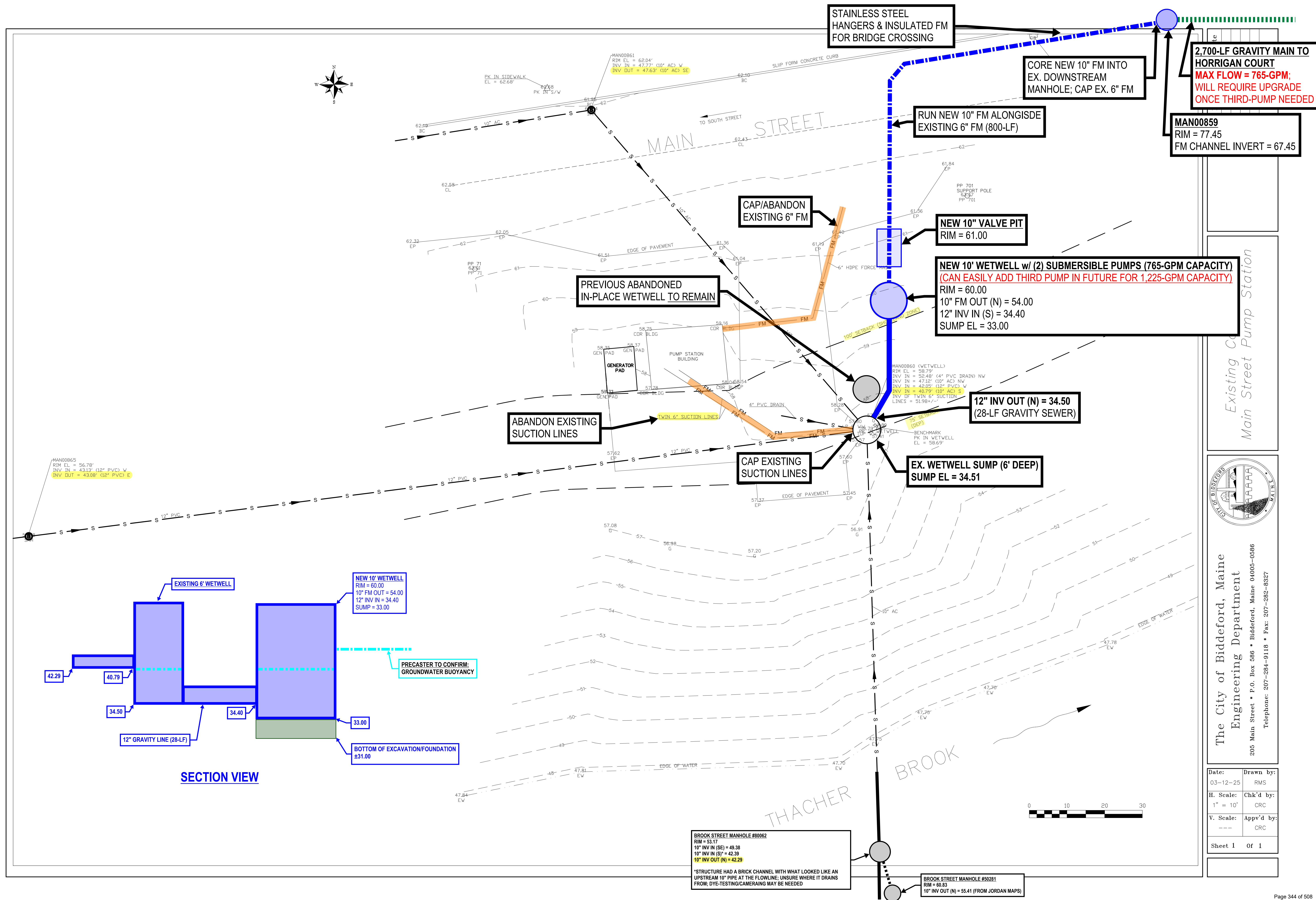
City of Biddeford

The seal of the City of Biddeford, Maine, is circular. It features a central illustration of a lighthouse on an island, with a ship in the water. The words "CITY OF BIDDEFORD" are inscribed around the top inner edge, and "MAINE" is at the bottom. There are decorative flourishes on either side of the seal.

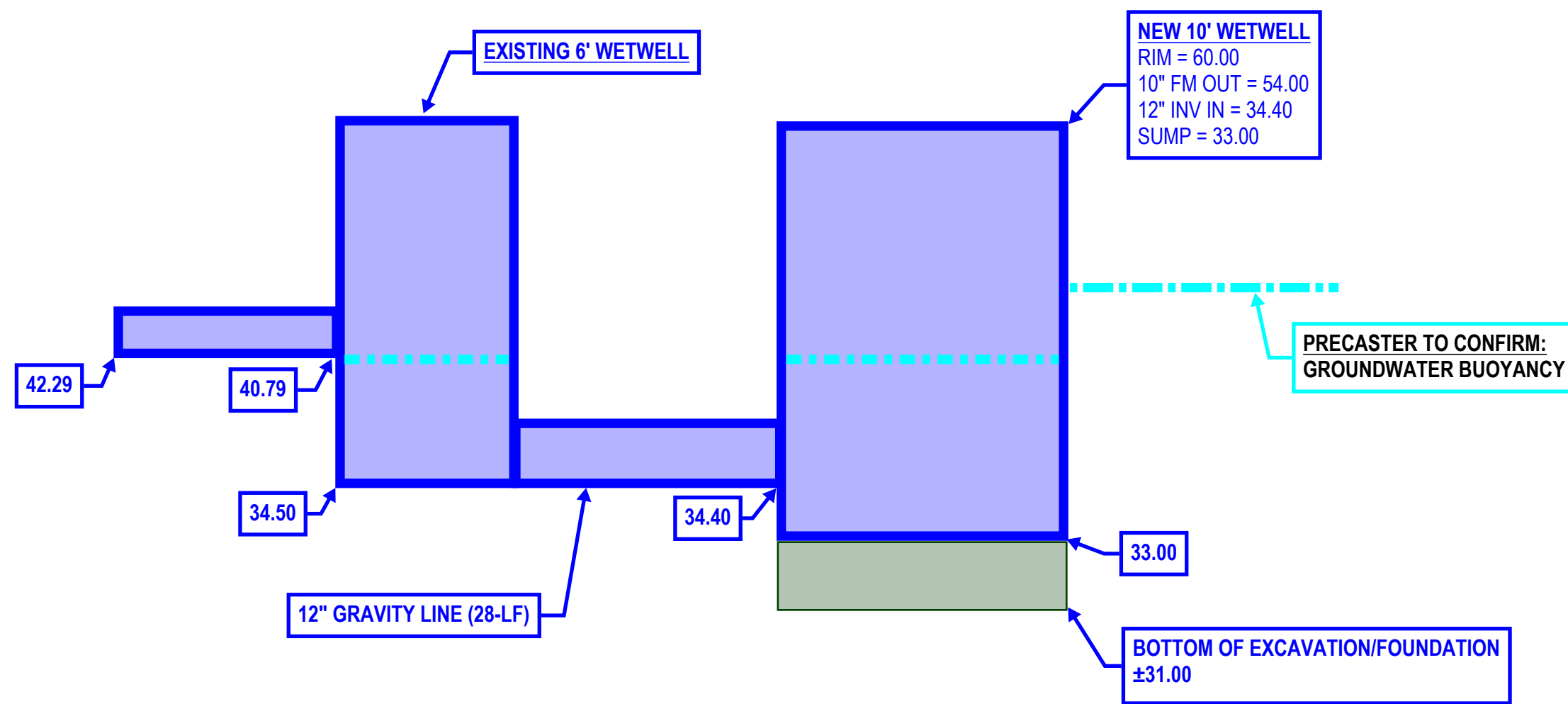
2025.83 IN BOARD OF CITY COUNCIL... on June 17, 2025

BE IT ORDERED, that \$350,000. from the Sewer Impact Fee Account Reserve Account (#35101-40250) be utilized for upgrades to the Main Street pump station in tandem with the \$1MM in sewer upgrades as proposed by Bateman Partners (dba Forest Green LLC) (Council Order 2025.79).

Attest by: _____



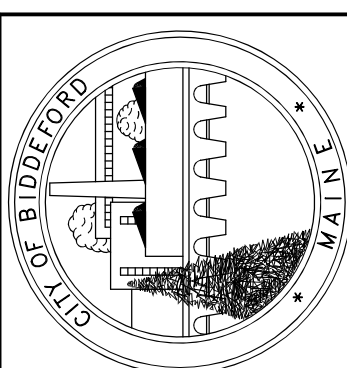
SECTION VIEW



BROOK STREET MANHOLE #80062
RIM = 53.17
10" INV IN (SE) = 49.38
10" INV IN (S) = 42.39
10" INV OUT (N) = 42.29

*STRUCTURE HAD A BRICK CHANNEL WITH WHAT LOOKED LIKE AN
UPSTREAM 10" PIPE AT THE FLOWLINE; UNSURE WHERE IT DRAINS
FROM; DYE-TESTING/CAMERAING MAY BE NEEDED

BROOK STREET MANHOLE #50281
RIM = 60.83
10" INV OUT (N) = 55.41 (FROM JORDAN MAPS)



The City of Biddeford, Maine
Engineering Department
205 Main Street • P.O. Box 586 • Biddeford, Maine 04005-0586
Telephone: 207-284-9118 • Fax: 207-282-8327

Date:	03-12-25	Drawn by:	RMS
H. Scale:	1" = 10'	Chk'd by:	CRC
V. Scale:	---	Appr'd by:	CRC

Re: Main Street Pump Station (MSPS) Capacity Upgrade Summary

From: Craig Chekan, Jeff Demers

Date: 06/10/2025

- i. The existing Main Street pump station is currently operating near capacity, especially during wet weather events (inflow/infiltration).
- ii. Major pump station capacity upgrades are required per recently approved Planning Board/development projects.
- iii. Capacity Summary:
 - a) Existing Pump Station Operating Capacity: 400-gpm
 - b) **Minimum Required Pump Station Capacity: 695-gpm**
 - Per the following planning board projects/development:
 - I. Reveler 60 Barra Road: 53,750-gpd
 - Construction Complete/Occupancy Begun
 - II. Westbrook Development (WDC) Barra Road Project: 11,644-gpd
 - Planning Board Approved; Phase 1 to begin construction this summer
 - III. Mike Eon Barra Road Projects: 10,000-gpd
 - Planning Board Approved
 - IV. Bateman Partners Forest Green (Parkview Court): 9,720-gpd
 - Currently in the Planning Board pipeline
 - c) **Maximum Capacity of Downstream Gravity Sewer: 765-gpm**
 - Existing 12"-15" gravity sewer; 2,700-LF from MSPS to Horrigan Court PS
 - **70-gpm** of unallocated/future growth capacity (i.e. 1-2 future projects) until downstream gravity sewer would require upsizing (765-695=70-gpm)
- iv. Capacity Upgrade Options:
 - a) **Full-Buildout Option: \$1.35MM**
 - (2) Submersible Pumps @ 765-gpm: \$225k
 - New 10' Wetwell (**with room for third pump @ 1,225-gpm**): \$725k
 - 10" Force Main: \$225k
 - 10" Valve Pit: \$150k
 - 12" Gravity Line: \$5k
 - Existing Wet Well Modifications: \$10k
 - Bypass Pumping: \$10k
 - b) **Budget Option: \$625k**
 - (2) Submersible Pumps @ **765-gpm**: \$225k
 - 10" Force Main: \$225k
 - Existing Wet Well Modifications: \$125k
 - Bypass Pumping: \$50k
- v. Staff Recommendation:
 - a) Staff recommend proceeding with the full-buildout capacity upgrade option (\$1.35MM).
 - This would allow a third submersible pump to be easily added in the future (\$100k), once the unallocated 70-gpm is developed (i.e. 1-2 future projects)
 - Note: adding a third pump in the future will require the downstream gravity sewer to be upsized (to get to 1,225-gpm capacity)

- b) Adding a third pump to 'the budget option' in the future would require a new wetwell (and would be tricky/less-efficient/likely-more-expensive than going with the full-buildout option from the get-go)

vi. Funding Sources:

- a) Bateman Partners Forest Green Contributions: \$1MM
 - Sewer Impact Fee: \$201,600 (typically paid at building permit)
 - TIF Credits: \$798,400
 - NOTE: these funds are dependent on Forest Green receiving Maine State affordable housing grant funds this Fall; Bateman Partners would not pull building permits until May 2026 (i.e. the City would need to wait until then to begin construction). If Bateman Partners doesn't receive funding, the City will require alternative funding.
- b) Old Sewer Impact Fee Revenue Account: \$350k
 - Account Number: 35101-40250
 - Account Balance: ±\$800k

JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement (“Agreement”) dated _____, 2024 is executed by Bateman Partners, LLC, a Maine limited liability company (“FG”) and the CITY OF BIDDEFORD, MAINE (the “City”) (each a “Party” and, collectively, the “Parties”).

RECITALS

WHEREAS, FG owns a certain parcel of land, at 641 Main Street in Biddeford, Maine, being approximately 10.15 acres, within the R-3: Mixed Residential Zone (Tax Map Reference: Map 32, Lot 1) (the “Property”);

WHEREAS, FG seeks to construct two (2) new buildings containing 60-unit low/moderate income (LMI) apartments within the Forest Green Apartments Complex as shown on the Planning Board Staff Report - Exhibit A attached hereto (the “Project”);

WHEREAS, FG ensures substantial completion of two (2) new buildings containing 60-unit low/moderate income (LMI) apartments within the Forest Green Apartments as specified in this agreement;

WHEREAS, FG seeks to make significant contributions towards sewer capacity improvement projects that benefit multiple development projects, all in various stages of planning and development in the City of Biddeford, Maine;

WHEREAS, FG 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. FG's Project Commitments:

FG, 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) FG, its successors and assigns, shall pay a total of \$798,400.00 to the CITY for use towards certain Sewer Capacity Improvement Projects simultaneously with the execution of an approved Credit Enhancement Agreement as described in the agreement;
- b) Additionally, FG acknowledges the requirement to pay Sewer Impact Fees, of \$201,600.00 in addition to the Sewer Capacity Improvement payment identified in Article 1, Section 1.(a):
- c) FG, its successors and assigns, commits to submit a complete Application Package to the Maine State Housing Authority in the calendar year 2025, and if unsuccessful will apply again in calendar year 2026, and, upon being notified of a notice to proceed by MSHA, will commence Construction of the FG project within 6 months and commits to substantially complete the FG Development Project within 28 months of such formal notification.

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 FG, its successors or assigns:

- a) The establishment of a 30 year Credit Enhancement Agreement with a 75% annual reimbursement to FG:
- b) Complete Sewer Capacity Improvements projects with a time period negotiated between the CITY and FG with an outcome that allows for the project to gain a formal written “Ability to Serve” letter regarding sewer capacity for the FD Development Project;
- c) The City commits to provide the “Ability to Serve” letter relating to Sewer Capacity for the FG Development Project simultaneously at the time of receipt of the Sewer Capacity Improvement Contribution payment.

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 Bateman Partners, 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 Bateman Partners, LLC:

(a) The City shall provide notice to FG, 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) Bateman Partners, 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, Bateman Partners, 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 Bateman Partners, 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 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: Bateman Partners, LLC
470 Fore Street, Suite 400
Portland, Maine 04101

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.

<FORMAL NAME OF FD ENTITY>

Witness

By: _____
David or Nathan Bateman.
Its Duly Authorized:

CITY OF BIDDEFORD

Witness

By: _____

Its Duly Authorized: City Manager

Attachment: Exhibit A: Planning Board Staff Report



City Council

Meeting Date: June 17, 2025

Meeting Time: 6:00 PM

Agenda Item 10.h

No:

Item 2025.80 Approval Zack Taylor Proposed CZ#25 66 Andrews Road

Description:

Submitted By: David C.M. Galbraith, Deputy Director of Planning and Development / City Planner

Supporting Information/Documentation:

2025 Council Order 66 Andrews Road CZ25 6-17-25, REVISED Applicant letter to biddeford city council 6-17-25, 66 Andrews building plans to CC 6-17-25, Site Maps 66 Andrews Road for City Council 6-17-25, 66 Andrews Road 2017 Environmental Report CC 6-17-25

Key Terms:

Contractor's Storage Yard: A lot or portion of a lot or parcel used to store and maintain construction equipment and other materials and facilities, owned or used by the occupant who is customarily a construction contractor. (emphasis added)

Executive Summary:

The Applicant (Zackary "Zack" Taylor) and property owner is seeking a Contract Zone (#25) for his industrial building located at 66 Andrews Road (Map # 1, Lot 75-1), which was formerly owned by A to Z Enterprises, Inc., which is located within the City's Limited Rural Farm (LRF) zoning district. The proposal does not meet the definition of a "Contractor's Storage Yard" and the Applicant is seeking Council Approval of a Contract Zone (#25) to allow the proposed use. The Applicant is proposing to sublease the storage/work bays within the existing building.

Detailed Review:

Mr. Taylor recently purchased the 16-acre, subject property (66 Andrews Road) from A to Z Enterprises. A to Z Landscaping was using the facility similar to the former owner (Casella) used it, namely outside storage and light truck maintenance. Mr. Taylor would be allowed under the City's Ordinances to operate from this location, except he is seeking to subdivide the 12,000 +/- square foot building into leased tenant units, to accommodate similar tenants (landscaping, building, and plumbing contractors or similar uses). As defined by the City's Land Use Code a Contractor's Storage Yard is defined as:

Contractor's Storage Yard: A lot or portion of a lot or parcel used to store and maintain construction equipment and other materials and facilities, owned or used by the occupant who is customarily a construction contractor. (emphasis added)

The subject property is located at 66 Andrews Road and is located within the City's Limited Rural Farm (LRF) zoning district. After meeting with the Planning and Code Offices it was determined that *"the proposal does not meet the definition of a "Contractor's Storage Yard".* The Applicant is seeking Council Approval of a Contract Zone (#25) to allow the proposed multi-tenant contractor's storage yard. When evaluating this proposal, Staff assessed a text amendment to the definition of a "contractor's storage yard" but quickly concluded that we should not open up multi-tenant contractor's yards to the entire City as they would have been able to be placed within numerous residential zones, which we strongly agreed was a bad idea due to negative impacts to surrounding property owners. Following conversations with City Staff, Mr. Taylor corresponded with Mayor Grohman and Council LaFountain who encouraged Mr. Taylor to seek a Contract Zone to allow his proposed use.

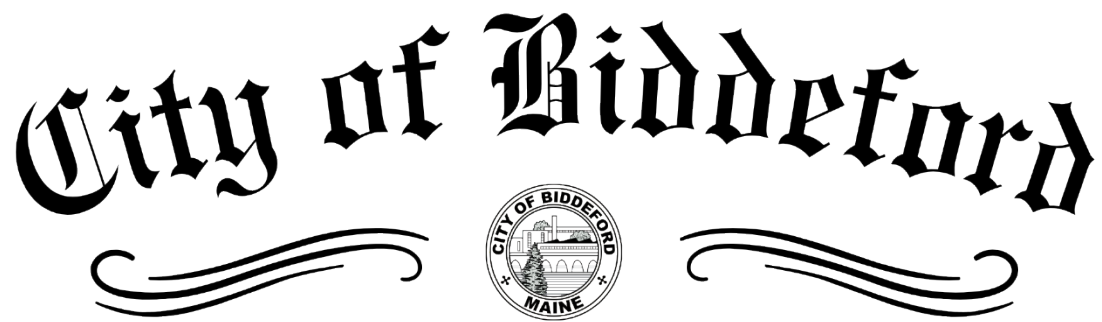
Funding Source:

N/A

Staff Recommendation:

Staff is seeking direction from the City Council and, if supportive of the proposed Contract Zone concept, forward this matter to the Planning Board for their development / review of the proposed Contract Zone and at the same time conduct Site Plan review of the property.

Following Planning Board review, the Board will make a recommendation to the Council regarding the approval / denial of the proposed Contract Zone #25.



2025.80

IN BOARD OF CITY COUNCIL on June 17, 2025

BE IT ORDERED, that the City Council hereby refers the requested Contract Zone (#25), to be located at 66 Andrews Road (Map 1, Lot 75-1), for a “Multi-tenant Contractor’s Storage Yard” to be forwarded to the Planning Board for review and Contract Zone language development for the proposal, and forward a recommendation to the City Council to Approve or deny the request.

Attest by: _____

RIVAL

Property Services

Rival Property Services, LLC
PO Box 229
Biddeford, ME 04005

05/31/2025

To: City Council Members

Dear City Council Members,

I am Zach Taylor, owner and operator of Rival Property Services, LLC. We are a small company with five full-time employees specializing in managing and maintaining properties in the Biddeford/Saco area. As the company continues to grow over the past six years a major hurdle has been to find a suitable storage space- one with ample exterior storage with room to grow along and interior storage space complete with power which is detrimental to charge batteries etc. These requirements have forced us to resort to renting storage units in a neighboring town and a garage bay within a residential neighborhood here in Biddeford despite my best efforts to find a suitable location for the past two and a half years.

There have been a few commercial spaces with potential but ultimately severely lack all the necessary credentials. For example, recently a new-build in Scarborough only provided four exterior parking spaces, two of which were in front of the only garage door with no possibility of parking a trailer- which I have four of. Another potential space was in Biddeford with slightly better exterior accommodations however, these have an internal bathroom thus requiring the whole space to be heated, an additional cost of 50-60% of the rent. Extreme fluctuations in expenses like this can quickly sink a small business, especially during the slow winter season.

The property at 66 Andrews RD checks all the boxes for us small business owners. The property was originally built to be a trash processing facility, compacting trash into large 8'x10'x3' cubes, stacked using huge equipment where it was stored and then loaded onto tractor trailers to be hauled away. As a result, there is ample exterior space, suitable for extensive exterior storage that is already graded. The previous owner before me saw the potential in the property as well, he stored his excavation company of almost 20 trucks, several excavators and loaders and over 20 personnel and still had subdivided the almost 12,000sqft building. There are roughly five equal sections 2-3 of which were subleased spaces out to other businesses. There are already two bathrooms, one complete with handicap accessibility at the end of the building only so businesses do not have to spend a fortune heating a storage space. It is my hope to sub-divide the building further into smaller portions, more suitable for the smaller businesses like mine and other small local plumbers, electricians and landscapers. To evaluate market perception I had listed a potential space over a snowy weekend back in February. Within 72hrs I received over two dozen inquires resulting in roughly six companies willing to place a security deposit for this type of space.

As a result of seeing the interest and the potential the site holds I visited the code enforcement office for approvals. It was instructed that under the LR-F zone contractor storage required a "Conditional Use permit from the Planning office" and I was to submit a letter of intent and the process was fairly simple which I had done. Some time had passed and so I submitted a building permit for the interior renovations planned and at that moment I received an email from Roby from code enforcement stating:

"CONTRACTOR'S STORAGE YARD

A lot or portion of a lot or parcel used to store and maintain construction equipment and other materials and facilities, owned or used by the occupant who is customarily a construction contractor. I believe this is limited to a single user because of other code factors including sewage disposal and aggregate land use activities."

Unfortunately, at this point I had already hired an architectural designer, submitted plans and gotten the property under contract beating out another bidder who was a waste services company. Shortly David Galbraith provided significant insight into the process and future steps with options. Mayor Marty Grohman visited the site while still occupied by the previous owners. Toured the entire building and most of the 16 acres at which point he approved of the proposed use and contacted city council president Liam LaFountain. Liam was very thorough and helpful providing further guidance and ultimately the current path.

All that said, I am seeking the approval of a contract zone for the 66 Andrews Property. I hope this letter properly exemplifies the usefulness of this unique property and how the property will become the backbone and home for many small local businesses. A unique shared collaborative community for the construction trades.

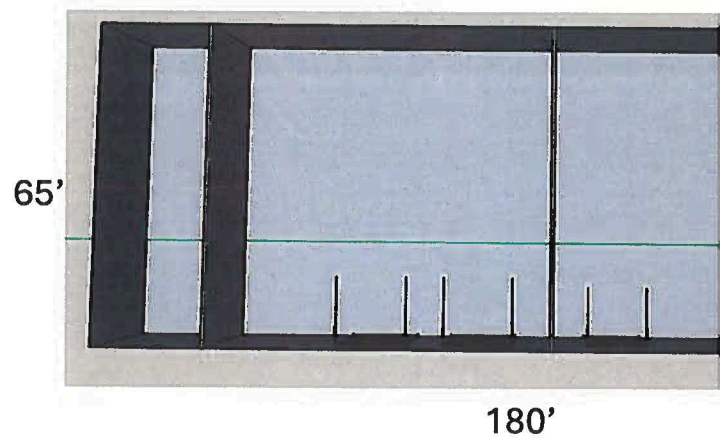
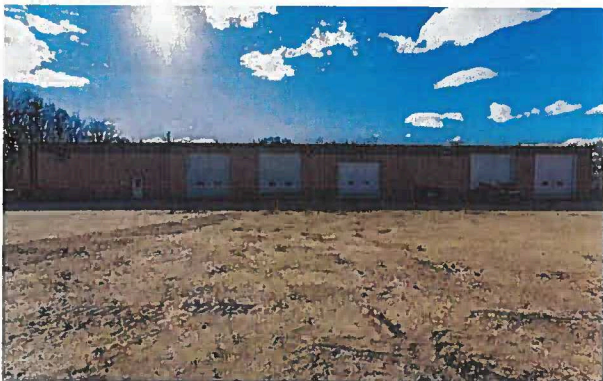
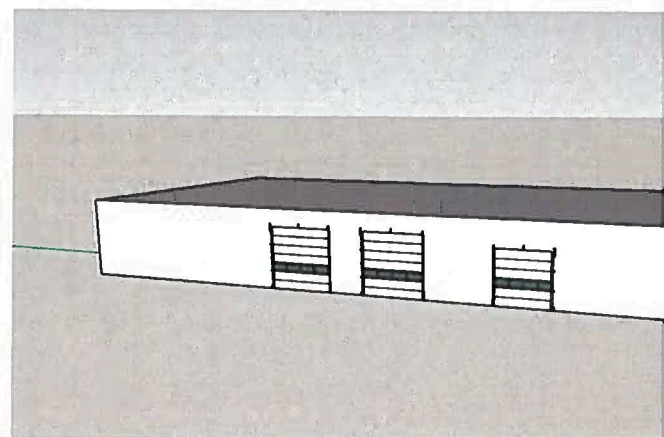
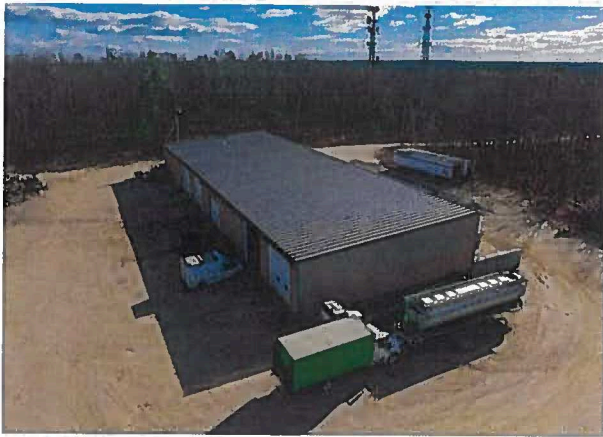
Thank you very much for your time and consideration!

Sincerely, Zach Taylor

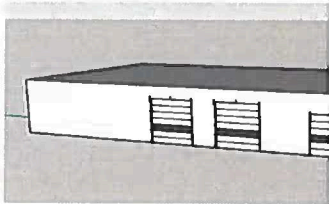
66 Andrews

Proposed Contractor Storage
Workshare

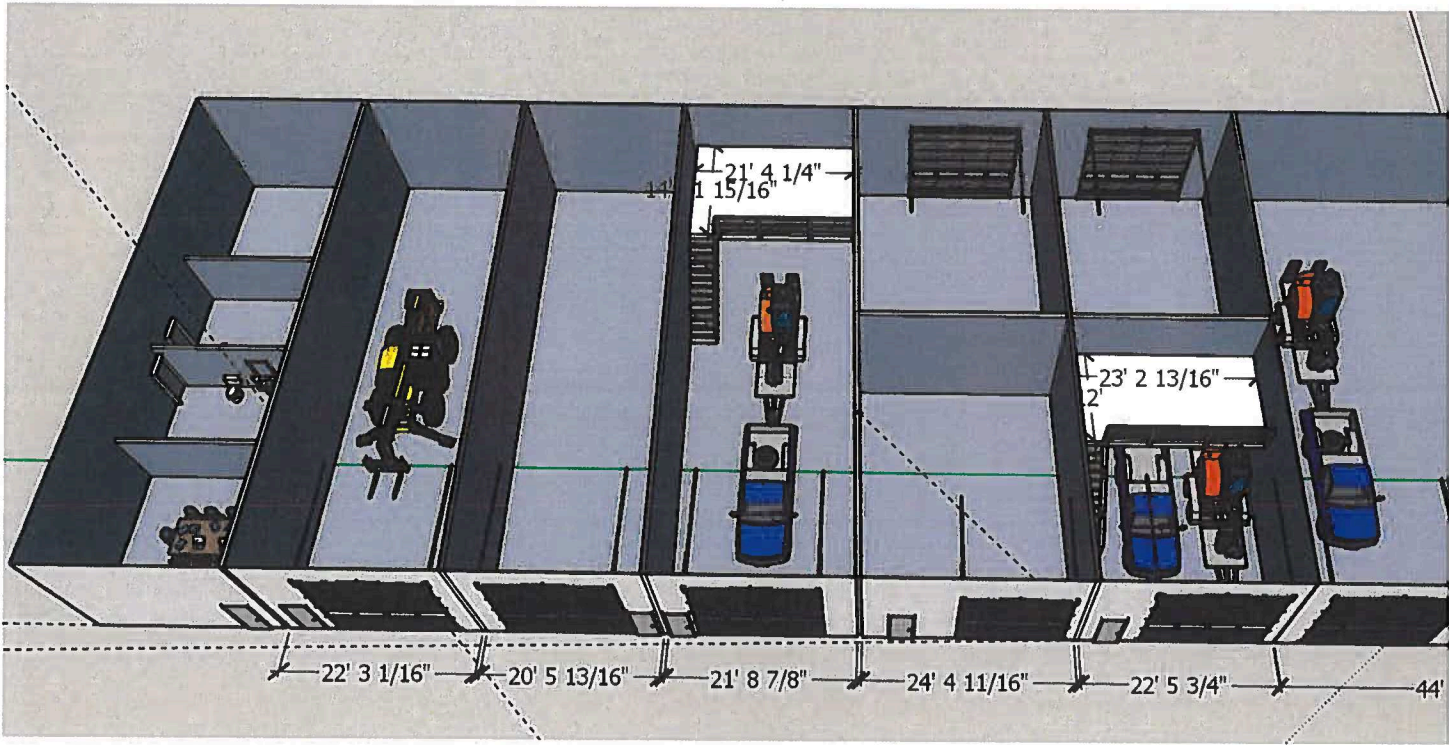
Existing Conditions



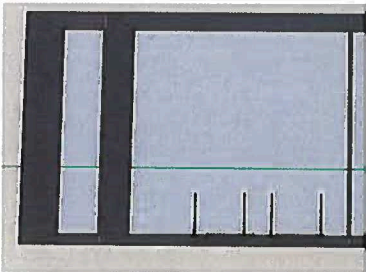
Proposed



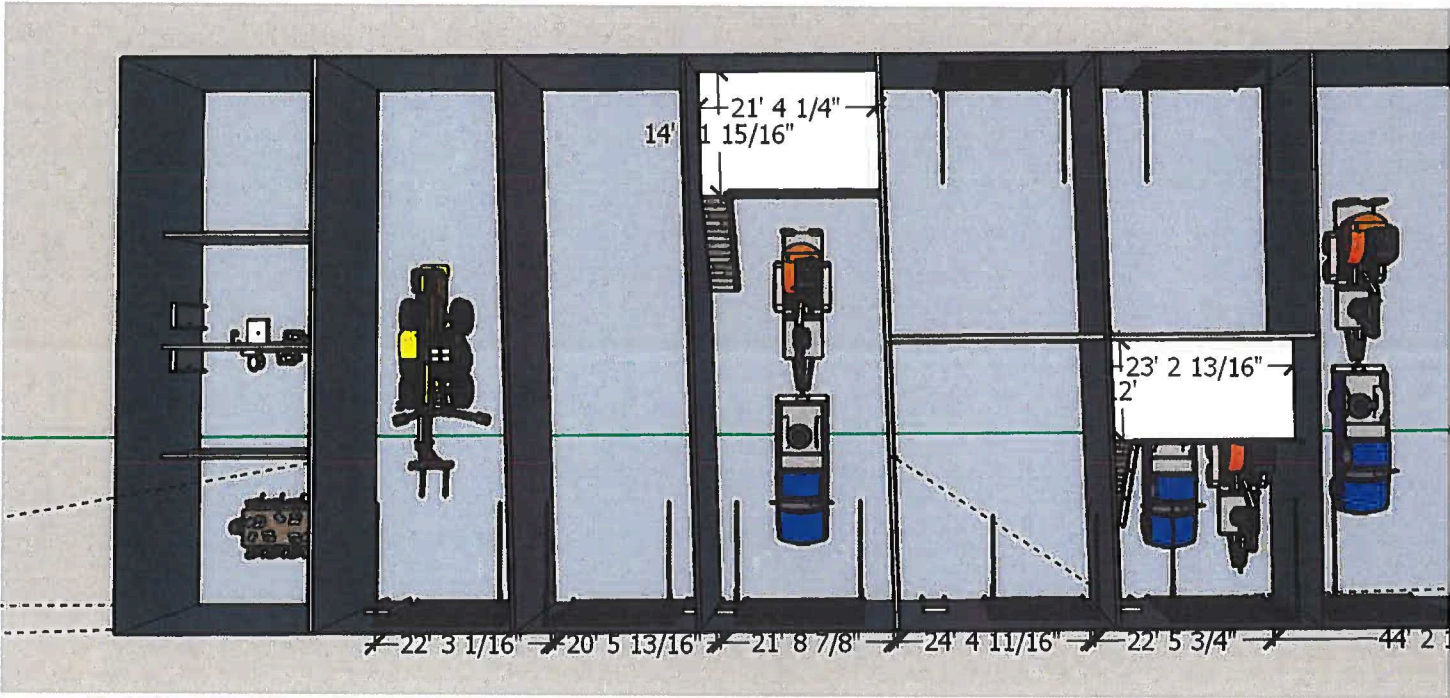
existing



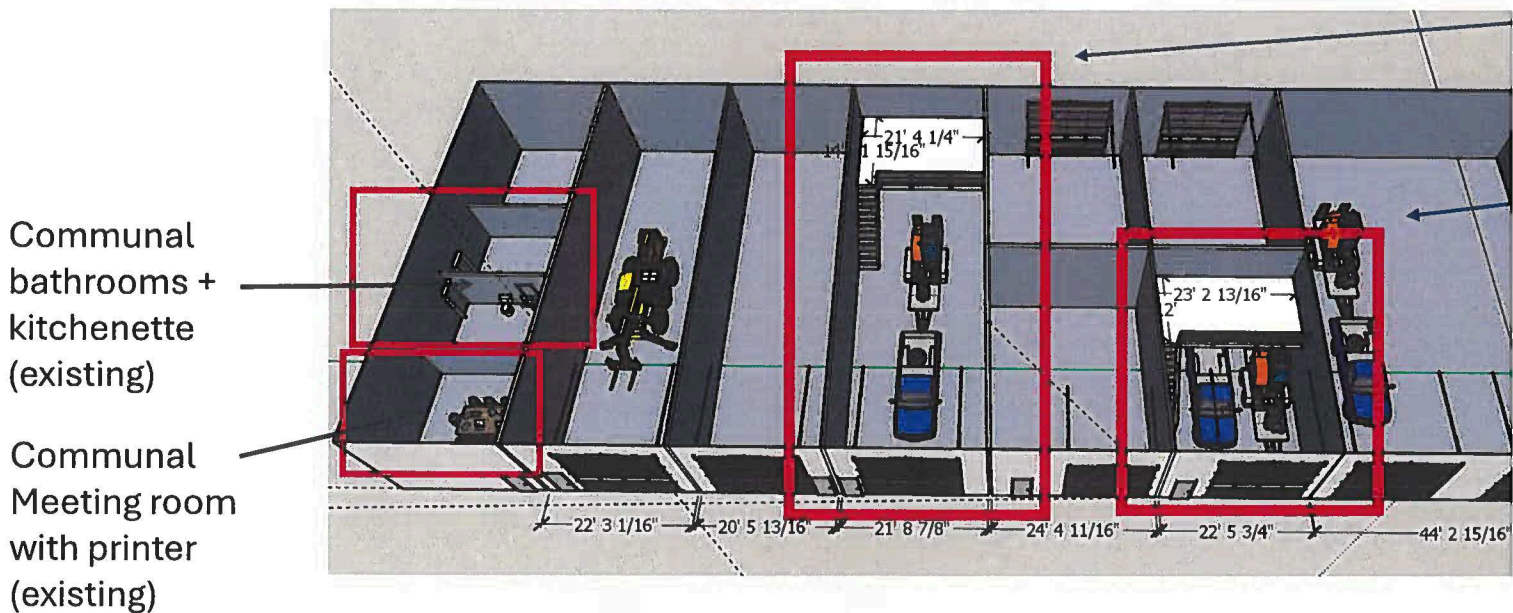
Proposed



existing



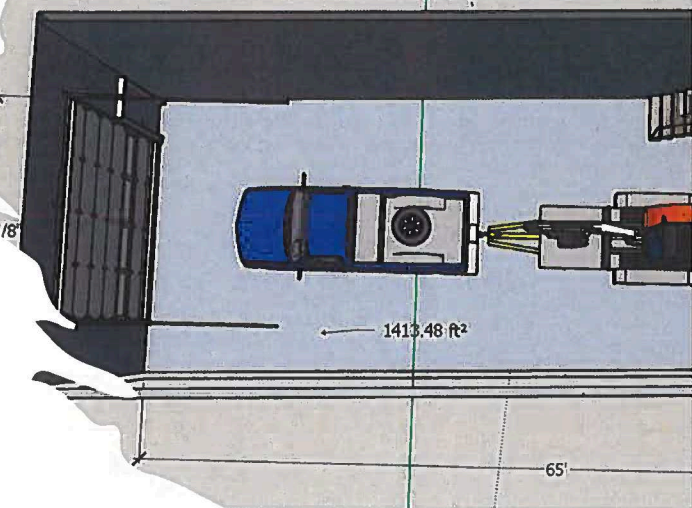
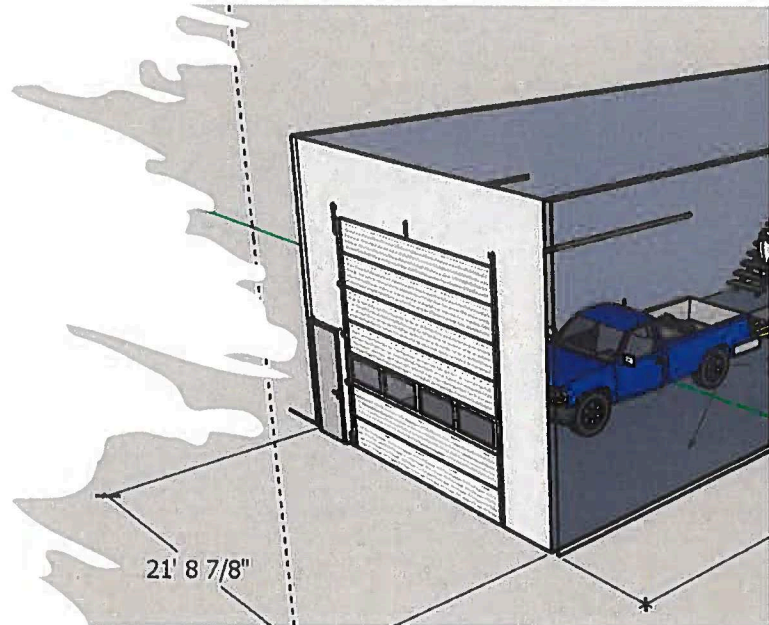
Proposed



Creating two bay sizes:
-Half Approx. 1,000
-Full approx. 2,000
Adding mezzanines to every bay
Separate heat and electric

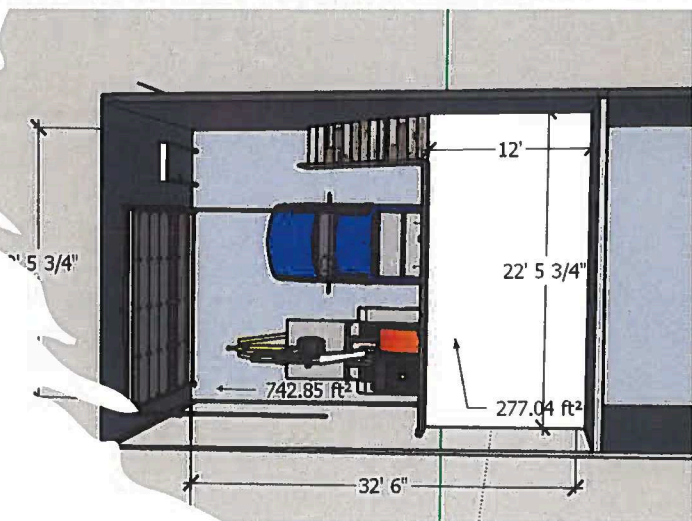
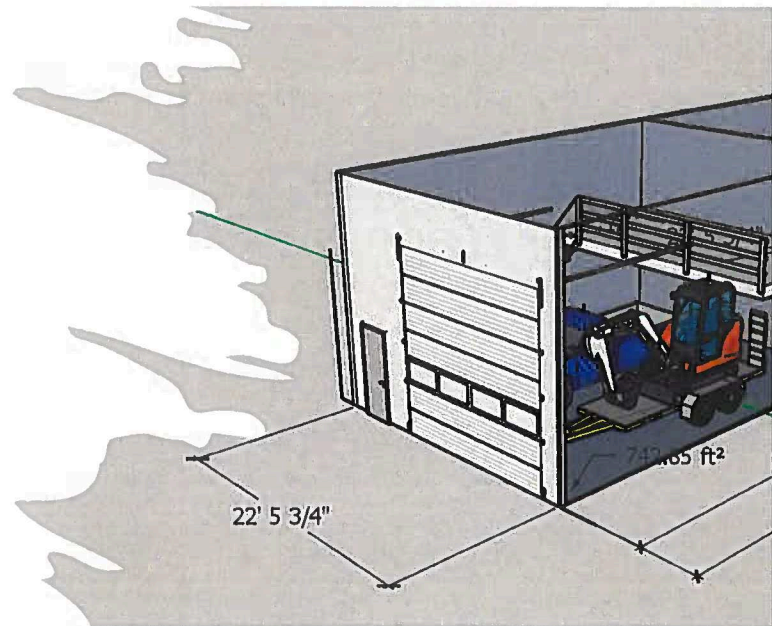
Proposed- Full Bay

- Total of approx. 1,800sq ft
- 1,450 sq ft main level
- 350 sq ft of mezzanine
- Separate heat/Electricity



Proposed- Half Bay

- Total of approx. 1,068sq ft
- 780 sq ft main level
- 288 sq ft of mezzanine



Thanks again for following up, and I appreciate your interest in moving forward with a potential contract zone.

The next step would be to contact our City Planning Office, which can guide you through the application process, including providing information on the required materials, review timeline, and any associated fees. While there is no guarantee of approval, the contract zone process is designed to allow for a thorough review of site-specific proposals like yours.

I've copied both David Galbraith, our City Planner, and Nan Whitten, our Planning & Development Office Manager, so the three of you can coordinate directly on next steps.

Good luck, and thank you for investing in Biddeford!

Best,
Liam

Liam P. LaFountain (he/him)
Biddeford City Council President
City Councilor, Ward 7

NOTICE: Under Maine's Freedom of Access (Right to Know) Law, documents, including emails, in the possession of public officials about City business are classified as public records. This means if anyone asks to see them, we are required to provide them. There are very few exceptions. We welcome citizens' comments and want to hear from our constituents, but please keep in mind that what you write in an email is not private and could show up in the media.

From: rival info <rivalllc.info@gmail.com>
Sent: Sunday, May 18, 2025 11:46 PM
To: LaFountain, Liam <Liam.LaFountain@Biddefordmaine.org>
Subject: Re: A2Z 66 Andrews definition change

Caution: This is an external email. Please take care when clicking links or opening attachments.
When in doubt, contact the IT Department

Hi Liam,

On May 17, 2025, at 9:16 PM, LaFountain, Liam <Liam.LaFountain@biddefordmaine.org> wrote:

Hi Zach,

I appreciate you following up. Things have been busy on the budget front, but our FY26 municipal budget was officially approved last Thursday. Like most cities our size, we are working with seemingly unlimited needs and very limited resources.

Regarding the contractor storage question, I conducted some research and would like to offer some direction. Given the large and varied geography of the Limited Rural Farm (LRF) zone, a citywide amendment to allow contractor storage across the entire zone likely would not be the right tool. The LRF zone was created to preserve lower-intensity rural and residential land use patterns. Opening the door to additional uses, such as contractor storage, could have ripple effects that do not align with the zone's intent throughout the city.

That said, the City does have a zoning tool specifically for situations like this: a **contract zone**. This allows a property owner to propose a specific use for a particular parcel that is not otherwise permitted, provided the proposed use is compatible with the Comprehensive Plan and consistent with surrounding uses. It is essentially a site-specific rezoning agreement negotiated between the City and the property owner, with enforceable terms. Unlike a zoning change that would apply across all properties in the LRF zone, which spans the city and may include areas where contractor storage may not be suitable, a contract zone offers a targeted, site-specific solution limited to a single property, making it a better fit in this case.

If you're interested in pursuing this path, the first step would be to work with the Planning Department to develop an official application for City Council consideration. If the Council sees merit in the concept, you would then move into a formal review process with the Planning Board and ultimately return to the Council for a final vote. There is no guarantee of approval, and any approval would likely include conditions related to buffering, site layout, traffic, and other considerations to ensure compatibility with nearby properties.

Liam P. LaFountain (he/him)
Biddeford City Council President
City Councilor, Ward 7

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From: rival info <rivallic.info@gmail.com>
Sent: Sunday, May 4, 2025 9:36 PM
To: LaFountain, Liam <Liam.LaFountain@Biddefordmaine.org>
Subject: A2Z 66 Andrews definition change

Caution: This is an external email. Please take care when clicking links or opening attachments.
When in doubt, contact the IT Department

Hi Liam,

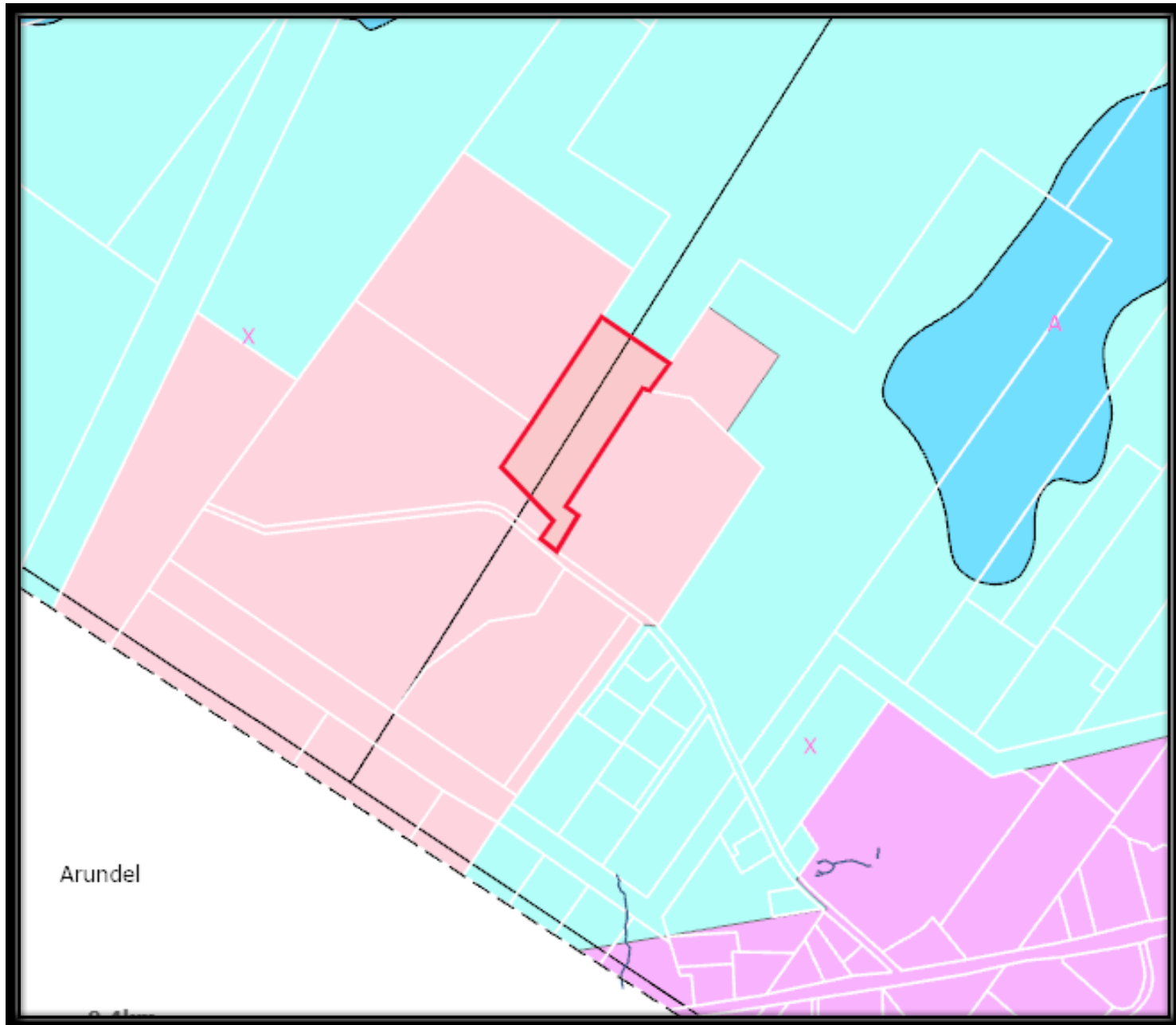
I was trying to follow the budgeting and seemed like you had your hands full! What a double-edged sword with higher valuations in the city significantly lowering state funding for the schools... seemed like you managed it all well though!

On the other hand wanted to circle back and see if there was anything I could do in the definition change to include contractors storage as an allowable use in the LRF zone. Is there any meetings I should attend or paperwork to provide?

Let me know if there is I can do to help!

Best,
Zach Taylor
207-251-6418

Zack Taylor – Proposed Contract Zone # 25
66 Andrews Road (Map 1, Lot 75-1)
Proposed “Multi-tenant Contractor’s Storage Yard”
City Council Agenda: 6-17-25



Zack Taylor – Proposed Contract Zone # 25
66 Andrews Road (Map 1, Lot 75-1)
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Zack Taylor – Proposed Contract Zone # 25
66 Andrews Road (Map 1, Lot 75-1)
Proposed “Multi-tenant Contractor’s Storage Yard”
City Council Agenda: 6-17-25



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**PHASE I
ENVIRONMENTAL SITE ASSESSMENT
66 ANDREWS ROAD
BIDDEFORD, MAINE**

1.0 INTRODUCTION

The following report represents the findings of a Phase I Environmental Site Assessment (ESA or Assessment) for two adjacent parcels of land located at 66 Andrews Road in Biddeford Maine (subject property or Site). Norway Savings Bank retained Sevee & Maher Engineers, Inc. (SME) to complete the Phase I ESA of the subject property. The ESA was conducted in general accordance with American Society of Testing Material (ASTM) Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (E1527-13) and was intended to identify recognized environmental conditions (RECs) associated with the subject property. This Assessment includes:

- Conducting a site visit on May 31, 2017;
- Interviewing Mr. Joseph LaChance of Global Energy Solutions, Inc. (GES), the Site equipment manager;
- Describing current and historical land use of the Site and adjacent properties, including land use of neighboring properties observed during the site visit;
- Reviewing available historical maps and records for the property;
- Reviewing available environmental agency files; and
- Providing a written report to document the findings.

As defined by ASTM E1527-13, a recognized environmental condition is the presence or likely presence of any hazardous substance or petroleum products on a property under conditions that indicate an existing release, past release, or a material threat of a release of any hazardous substance or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property. This term includes hazardous substances or petroleum products even under conditions that are in compliance with laws. The term is not intended to include "de minimis" conditions that generally do not present a threat to human

health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate government agencies.

This ESA revealed one conditional REC and three de minimis conditions in connection with the subject property.

Assessment of lead-based paint, asbestos, and/or the presence of mold are not within the scope of ASTM E1527-13.

2.0 SITE OVERVIEW

2.1 Location and Legal Description

The subject property is comprised of approximately 51 acres of land in Biddeford, Maine. Figure 1 illustrates the area setting on a portion of the United States Geological Survey (USGS) 7.5-minute topographic quadrangle map (USGS, Kennebunk, ME 1983 and Bar Mills, ME 1983). The parcels assessed are Lot 55-1 and Lot 75-1 as described by the City of Biddeford Tax Assessors Map No 1.

2.2 Site Vicinity and General Characteristics

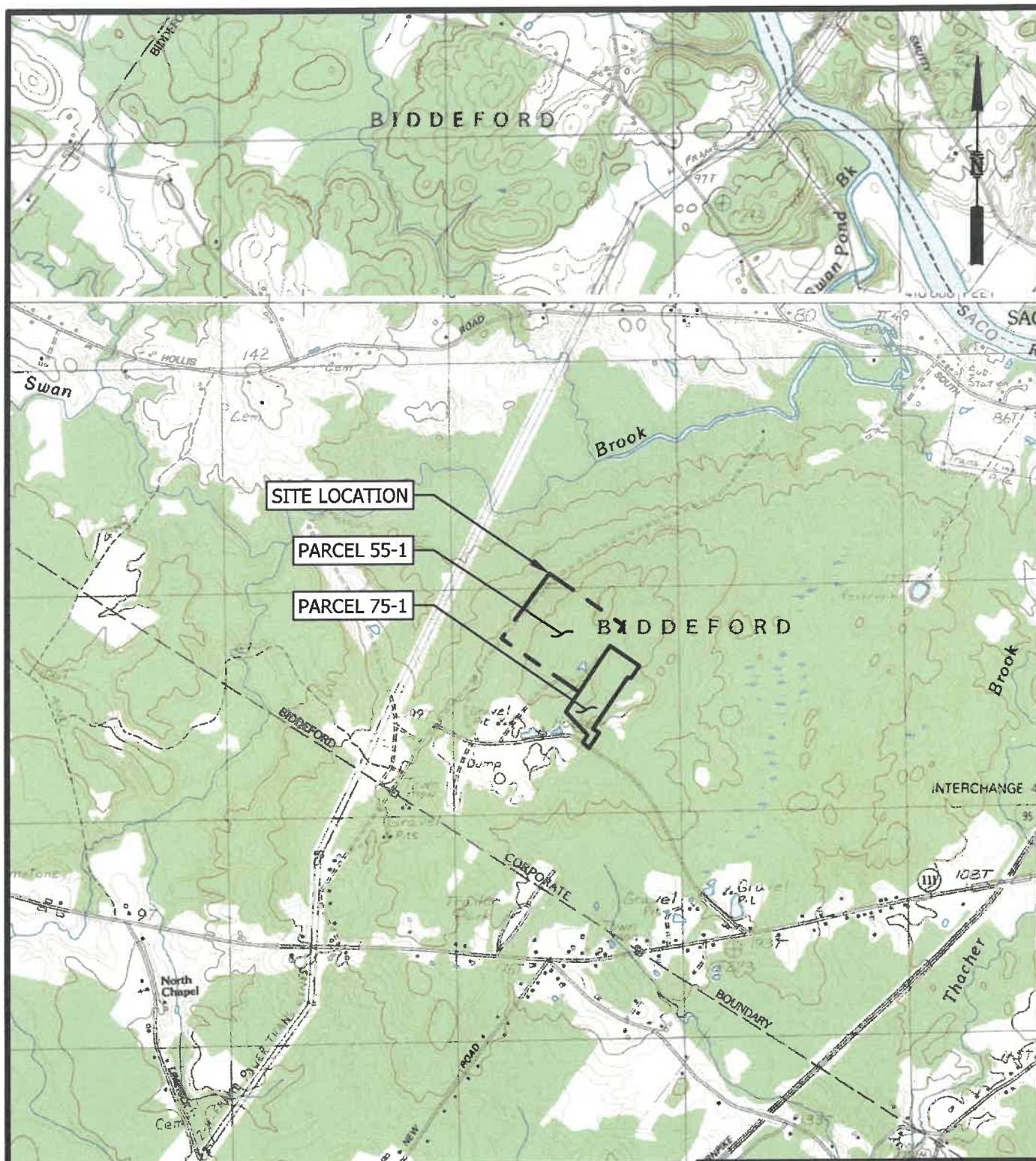
City of Biddeford maps indicate the subject property is zoned as Limited Rural-Farm (LR-F). Land uses allowed include nonresidential uses, such as recycling, open space, some agricultural uses, and extractive operations as described in the City of Biddeford Code of Ordinances Article V Section 2.

According to USGS mapping, the subject property is approximately 264 feet above Mean Sea Level. Site reconnaissance and topographic mapping of the area indicates the topography on the subject property generally slopes from southwest to northeast. Given the area's topography, the predicted groundwater flow direction varies throughout the Site. Groundwater on the northwestern side of Lot 55-1 flows from southeast to northwest. Groundwater on the southern corner of Lot ID 55-1 flows from northwest to southeast. Groundwater on Lot ID 75-1 and elsewhere on Lot 55-1 flows from northeast to southwest.

2.3 Current Use of the Property

The subject property is currently used as a maintenance garage and storage for trucks and various equipment. The parcels include an out of use gravel pit on the northwest side of the Site, storage of trailers and wooden mats, and significant portions of undeveloped land. Site plans for the subject property are included as Figure 2 and Figure 3.

I:\Users\erics\ESAs\2017\Biddeford\ACAD\BASE-FIGURES.dwg, 6/12/2017 7:43:26 AM, jrl



BASE MAP ADAPTED FROM 7.5 MIN USGS TOPO QUADS
KENNEBUNK, ME - 1983
BAR MILLS, ME - 1983



FIGURE 1
SITE LOCATION MAP
NORWAY SAVINGS BANK
66 ANDREWS ROAD
BIDDEFORD, MAINE

SME

Sevee & Maher Engineers, Inc.

ENVIRONMENTAL • CIVIL • GEOTECHNICAL • WATER • COMPLIANCE

DWG: BASE-FIGURES LMN: SITELOC CTB: SME-STD REV: 6/12/2017

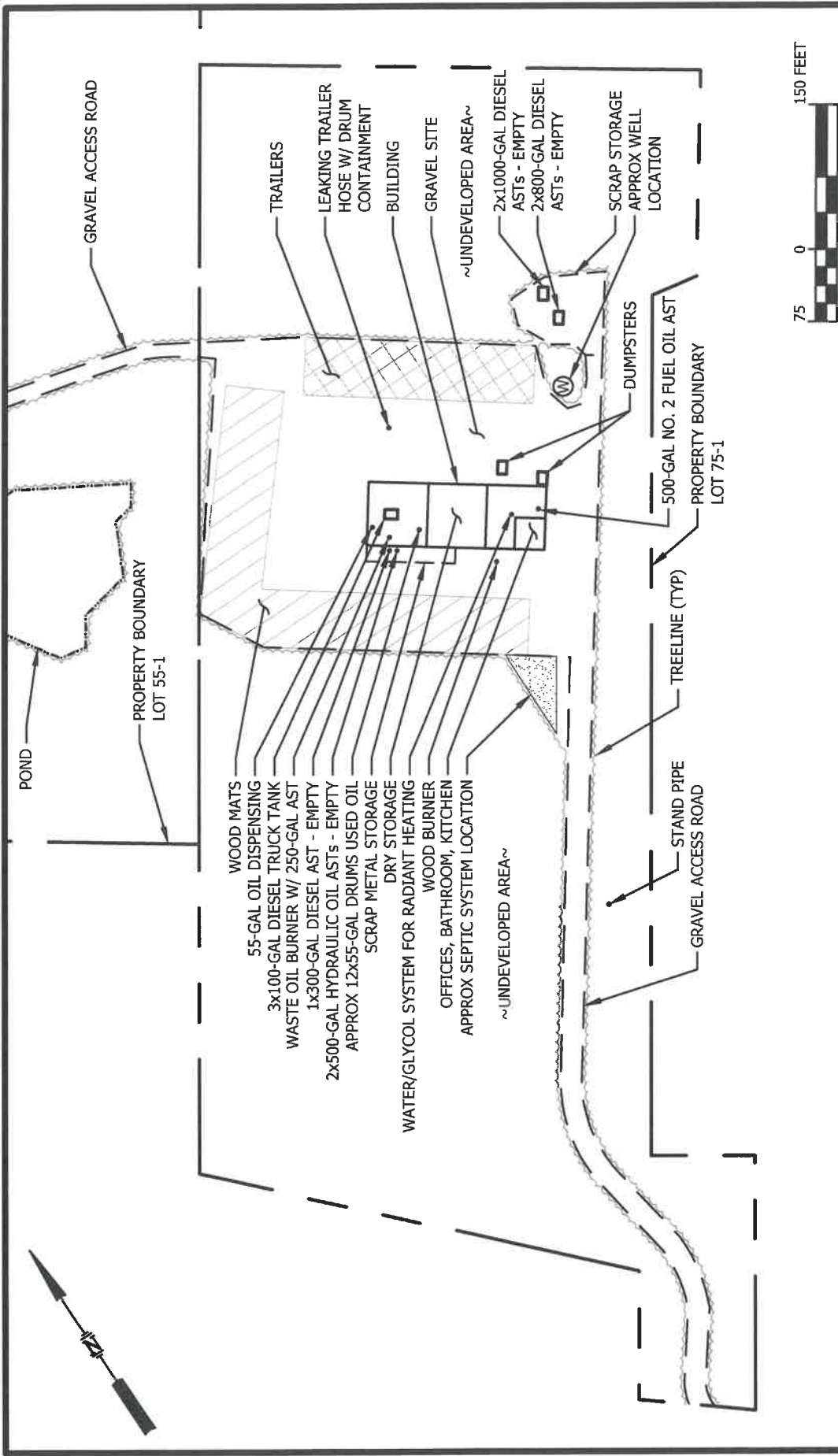


FIGURE 2
PARCEL 75-1
NORWAY SAVINGS BANK
66 ANDREWS ROAD
BIDDEFORD, MAINE

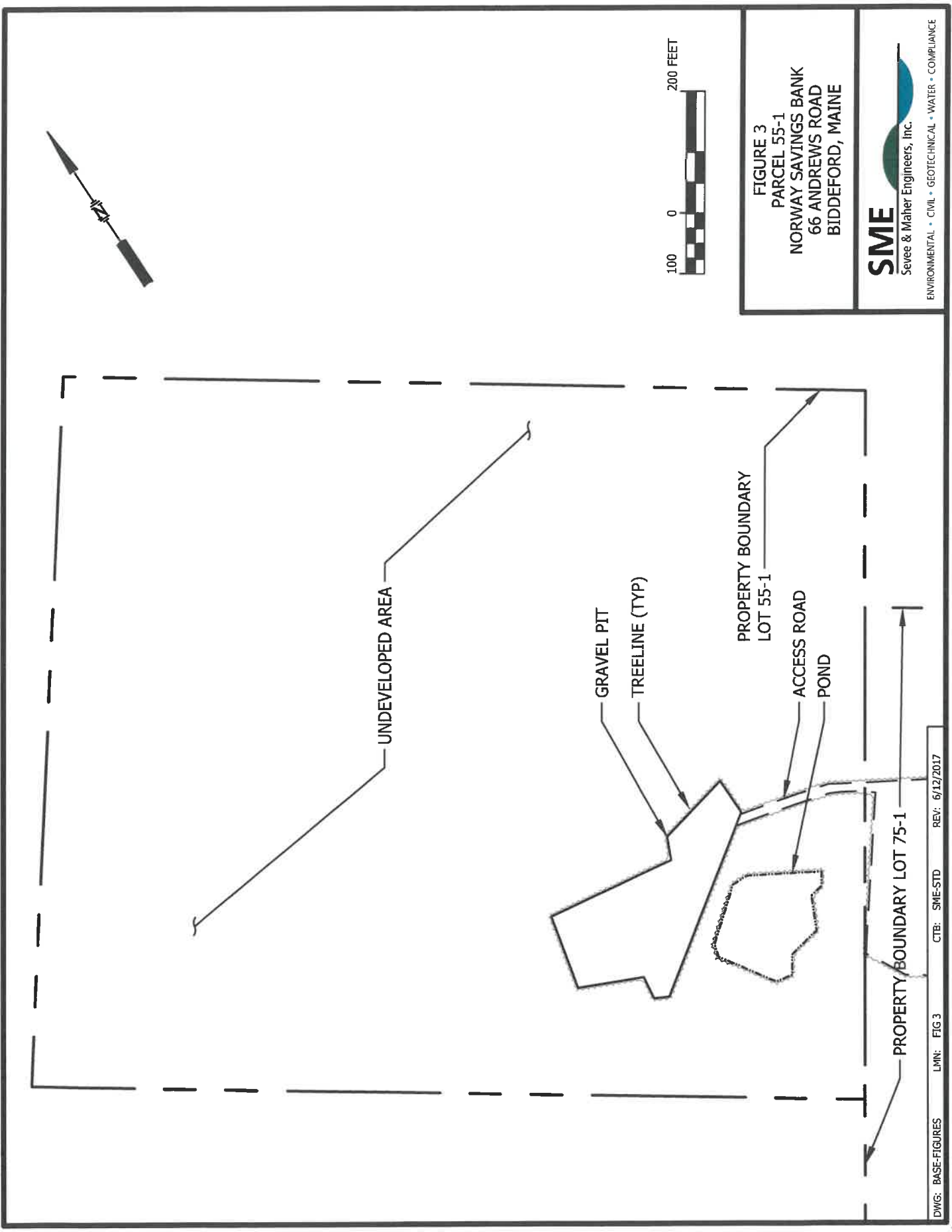


FIGURE 3
PARCEL 55-1
NORWAY SAVINGS BANK
66 ANDREWS ROAD
BIDDEFORD, MAINE

SME
Sevee & Maher Engineers, Inc.
ENVIRONMENTAL • CIVIL • GEOTECHNICAL • WATER • COMPLIANCE

DWG: BASE-FIGURES	LMN: FIG 3	CTB: SME-STD	REV: 6/12/2017
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2.4 Current Use of Nearby Properties

Based on current tax maps, adjacent property use is currently municipal, commercial, residential, and undeveloped. Prior land use for adjacent properties were undeveloped and municipal. Table 2-1 describes the current owners and land use of the properties adjacent to the subject property:

TABLE 2-1
ADJACENT LAND OWNERS AND USE

Map	Lot	Address	Owner	Land Use
1	70	Andrews Road	Boy Scouts of America	Municipal
1	71	Andrews Road	Roy C. Hussey	Undeveloped
1	14-1	475-477 South Street	Cornelia S. Clair	Residential, undeveloped
2	1	50 Andrews Road	City of Biddeford	Municipal undeveloped
1	56	60 Andrews Road	Bidland, LLC	Commercial – Cellular Towers
1	57	85 Andrew Road	City of Biddeford	Municipal
1	59	119 Andrews Road	City of Biddeford	Municipal – Closed Landfill
1	55	80 Andrews Road	City of Biddeford	Municipal – Gravel Pit

3.0 USER PROVIDED INFORMATION

The ASTM standard requires that the user (Norway Savings Banks) help identify the possibility of recognized environmental conditions in connection with the subject property, including information related to environmental liens on the property, any actual, commonly known, or specialized knowledge related to recognized environmental conditions.

SME requested a completed questionnaire from Norway Savings Bank on May 26, 2017, but did not receive a response by the time of this Assessment.

4.0 SITE RECONNAISSANCE

The objective of the site reconnaissance was to obtain information indicating the likelihood of a recognized environmental condition in connection with the property. The following subsections describe the methodology and limiting conditions associated with the site visit and the exterior and interior observations made.

4.1 Methodology and Limiting Conditions

On May 31, 2017, SME performed a site visit of the subject property, accompanied by the Site equipment manager, Mr. Joseph LaChance. During the site visit, all exterior areas were viewed including observation of all buildings on the subject property and abutting properties.

Mr. LaChance was interviewed regarding the site history. A copy of the interview questionnaire is provided in Appendix A. Photographs from the site visit are provided in Appendix B.

4.2 Exterior and Interior Observations

The site abuts Andrews Road on the south followed by a closed landfill and ancillary storage areas. Residential properties were observed to the southeast of the subject property. Two cellular towers were observed on the adjacent parcel to the east. To the west is an additional gravel pit. Other abutting properties are undeveloped.

The entrance to the Site is on the south side of Lot 75-1 from Andrews Road. The southern portion of Lot 75-1 is undeveloped except for the entry road. The topography of Lot 75-1 gradually increases from south to north. All roads and parking areas on the subject property are gravel. A stand pipe was observed near the entry road. Mr. LaChance was not sure about the purpose of the pipe. It is suspected that the pipe is a monitoring well related to the closed landfill to the south, however this was not confirmed.

The developed area of Lot 75-1 contains one 11,700 square foot building, wooden mat storage, trailer parking, and scrap metal storage. The building is constructed of metal on a concrete

slab. The building water supply is from a well just north of the building. Mr. LaChance did not know of any tests that had been performed on the well. He did state that GES did not use it for drinking water due to the proximity of the landfill.

Wastewater from the bathrooms and kitchen goes to a septic system to the south of the building at the edge of the driveway. Mr. LaChance stated that during a routine pump out of the septic system, the pipes had to be dug up to located the tank. The approximate area around the septic system is in good condition, no odors or surface water were identified at the time of the site visit.

The building has three heating systems. The facility is equipped with a No. 2 fuel oil aboveground storage tank (AST) and associated boiler. Outside, the facility also has a wood burner attached to a glycol-water system that runs through the floor and along the southwest wall. The glycol-water system is currently drained. The connections to the glycol water system are located outside the office space. The third heating system is a waste oil burner in the northwest garage bay. The waste oil is from GES equipment.

Adjacent to the waste oil burner are approximately one 250-gallon aboveground storage tank (AST) associated with the waste oil burner, twelve (12) 55-gallon drums of waste oil, three (3) 100-gallon tanks from trucks, and one 55-gallon drum of new oil for dispensing. The 500-gallon No. 2 fuel oil AST is located near the southeast entrance to the building adjacent to the office space. Minor staining from overfilling was observed on the side of the AST. The oil storage containers are not equipped with secondary containment. The building has a concrete floor and no floor drains and may act as integral containment. While no staining near the entrances or exits were observed, the large quantities of petroleum products onsite without secondary containment present a de minimis condition.

During the site visit, a trailer was observed with a broken hose leaking hydraulic oil. A drum had been place beneath the leak to capture the oil. The drum did not have second containment. Hose breaks are common for large equipment. The parking area did not show signs of staining, however routine activities at the facility could remove stains via equipment churning up the

gravel. It is likely that hydraulic oil from past leaks are present in the gravel beneath the storage areas. This is a de minimis condition.

Scrap storage areas were observed on the hill on the east corner of the Site and on the southwest side of the building. Two (2) 1,000-gallon diesel ASTs and two (2) 800-gallon diesel ASTs were observed in the storage area on the hill. Two (2) 500-gallon hydraulic oil ASTs and one (1) 300-gallon diesel AST were observed in the storage area next to the building. The scrap storage areas contained large quantities of other equipment that formerly contained oil. Mr. LaChance stated that the ASTs were empty and the ASTS sounded hollow when struck. No staining was observed beneath the ASTs or around the equipment. Given the quantity of equipment stored outdoors, it is likely that there are small quantities of oil in the gravel beneath the storage areas, which is a de minimis condition.

Timber mats for construction site work were observed to the east and south of the building. Mr. LaChance stated that the mats were not treated.

The pond was not obscured by vegetation and not observed at the time of the site visit.

No pits, cisterns, cesspools or pools of liquid were observed on the subject property.

5.0 ENVIRONMENTAL RECORDS REVIEW

The purpose of the records review is to obtain and review records that will help identify recognized environmental conditions in connection with the subject property or nearby properties. The review includes performing an environmental records review, reviewing historical records for the subject property, and reviewing prior ESAs (where applicable) for the property.

5.1 Standard Environmental Record Sources

A computer search of environmental databases was performed for the subject property using Environmental Data Resources, Inc. (EDR) of Shelton, Connecticut. Federal and state environmental records databases were searched at the search radius defined in E1527-13 for each database. This search included, but was not limited to, the following major record sources and corresponding search radii:

- U.S. Environmental Protection Agency
 - National Priority List (NPL) Site (1.0 miles)
 - Proposed NPL Sites (1.0 miles)
 - Delisted NPL Sites (1.0 miles)
 - Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) Sites (0.5 miles)
 - CERCLIS No Further Remedial Action Planned Sites (0.5 miles)
 - Resource Conservation and Recovery Act (RCRA) Corrective Action (CORRACTS) Report (1.0 miles)
 - RCRA Temporary Storage and Disposal Facility (TSDF) Sites (0.5 miles)
 - RCRA Generators List – Large Quantity and Small Quantity generators (0.25 miles)
 - Federal Emergency Response Notification System (ERNS) Sites (property only)
 - Hazardous Materials Information Reporting System (HMIRS) Sites (property only)

- Institutional Control/Engineering Control Registry (0.5 miles)
- U.S. Brownfield's Sites (0.5 miles)
- Superfund (CERCLA) Consent Decrees (1.0 miles)
- Facility Index System/Facility Registry System (FINDS) Sites (property only)
- State of Maine
 - State Hazardous Waste sites (SWHS) (1.0 miles)
 - State Landfill or Solid Waste Disposal sites (0.5 miles)
 - State Listing of Potential Hazardous Waste Sites (ALLSITES) (0.5 miles)
 - State Leaking Storage Tank (LUST) Sites (0.5 miles)
 - State Registered Storage Tank (UST/AST) list (0.25 miles)
 - State Lien list (LIEN) (property only)
 - Spills Database List (SPILL) (property only)
 - State Land Use Controls (AUL) Sites (0.5 miles)
 - State Brownfield sites (0.5 miles)
 - State Baseline Environmental Assessment Database (BEA) sites (0.5 miles)
 - Open Dump Index (ODI) sites (0.5 miles)

Additional environmental record databases were searched by EDR to enhance and supplement the standard environmental record sources. The environmental database search report supplies a full listing of databases and sources searched, and includes an Aerial Photo Report and a Topographic Map Report. The EDR reports are provided in Appendix C.

5.2 Environmental Records Review Results

Review of the environmental records search results is provided in the following subsections.

5.2.1 Federal Sources

5.2.1.1 National Priority List Sites

The database search did not identify National Priority List (NPL) (i.e., Superfund) sites within a 1.0-mile radius of the Site or any de-listed NPL sites within a 0.5-mile radius of the Site.

5.2.1.2 CERCLIS Listings

The database search identified one (1) Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) site within a 0.5-mile radius of the Site. CERCLIS was renamed SEMS (Superfund Enterprise Management System) in 2015.

Andrews Road Municipal Landfill, located 0.04 miles southeast of the Site, was identified as a former CERCLIS site. This Site is discussed in more detail under Section 5.2.2.2 of this Assessment.

5.2.1.3 RCRA Facilities

The database search did not identify any Resource Conservation and Recovery Act (RCRA) hazardous waste generator facilities within a 0.25-mile radius, any non-CORRACTS treatment, storage, and disposal (TSD) facilities within a 0.5-mile radius, or any RCRA Corrective Action (CORRACT) facilities within a 1.0-mile radius of the Site.

5.2.1.4 ERNS Sites

The database search did not identify the subject property as an Emergency Response Notification System (ERNS) site.

5.2.1.5 Federal Institutional Control/Engineering Control Registries

The database search did not identify any Federal Institutional Controls and Engineering Controls site within 0.5 miles of the subject property.

5.2.2 State/Tribal Sources

5.2.2.1 State and Tribal Listed CERCLIS Sites

The database did not identify the subject property as a state or tribal hazardous waste site, but did identify one State Hazardous Waste Site within a 1.0-mile radius of the site.

Andrews Road Municipal Landfill (REM 00036), 0.04 miles south-southeast. The site is listed as closed with remedy in place. This Site is discussed in more detail under Section 5.2.2.2 of this Assessment.

5.2.2.2 State and Tribal Solid Waste Facilities/Landfills

The database search identified one solid waste facility and/or landfill within a 0.5-mile radius of the Site.

Biddeford Landfill, 0.04 mile south-southeast. This is the same location as the Federal as well as State and Tribal CERCLIS Site. The facility was a 20 acre landfill that accepted municipal wastes, industrial solid wastes, solvent waste, and sludge from 1970 until the mid- to late 1980s. The site closed in 1993 and 1994 as required by the MEDEP Landfill Closure and Remediation Program. The closure used the Regulation Closure Procedure, which generally consisted of an environmental assessment, a clay or composite cover system, and water quality monitoring. Soil sampling conducted in 1994 detected arsenic, beryllium, cadmium, mercury, selenium, lead, thallium, and zinc. Groundwater sampling taken at the same time detected xylenes, chlorobenzene, benzene, copper, beryllium, cadmium, arsenic, and chromium. Copper, nickel, zinc, and beryllium were also detected in surface water samples.

The proximity of this site to the subject property is a conditional REC, as discussed in Section 7 of this Assessment.

5.2.2.3 State and Tribal Registered Storage Tanks

The database search did not identify any underground storage tanks (UST) sites or aboveground storage tank (AST) sites within 0.25 miles of the subject property.

5.2.2.4 State and Tribal Leaking USTs and ASTs

The database search did not identify any leaking underground storage tank (LUST) sites or leaking aboveground storage tank (LAST) sites within 0.5 miles of the subject property.

5.2.2.5 State and Tribal Spill Sites

The database search did not identify any spill sites within a 0.5-mile radius of the subject property, excluding leaking LAST and LUST listings. A manual search of MEDEP records identified one spill records on an adjacent parcel.

Andrews Road Municipal Landfill Leaf & Yard Composting Site is located 0.2 miles west of the subject property. According to Spill Report P-252-2010, on March 31, 2010 a dump truck severed a fuel line and released approximately 40 gallons of diesel fuel into a muddy road. Maine Department of Environmental Protection (MEDEP) provided sorbent pads, the Biddeford Fire Department and Biddeford Public Works Crews soaked up all diesel feasible. The oily sorbents were bagged up and taken to incineration. MEDEP stated that no further action was needed at that time. A copy of the spill report is provided in Appendix D.

5.2.2.6 State and Tribal Institutional Control and Engineering Control Registries

The database search identified one institutional control sites within a 0.5-mile radius of the subject property.

Andrews Road Municipal Landfill (REM00036), 0.04 miles south southeast. The landfill is a state and tribal institutional control site listed as closed with remedy in place. This is the same site discussed under Section 5.2.2.2 of this Assessment.

5.2.2.7 State and Tribal Voluntary Clean-up Sites

The database search identified no voluntary clean-up sites within a 0.5-mile radius of the site.

5.2.2.8 State and Tribal and Local Brownfield Sites

The database did not identify any State or Local Brownfield sites within a 0.5-mile radius of the site.

5.2.2.9 State and Tribal Uncontrolled Sites

The database did not identify any uncontrolled sites within a one-mile radius of the Site.

5.2.2.10 Hazardous Waste Sites

The database identified one State and Local contaminated or hazardous waste sites within a 0.5-mile radius of the site.

Andrews Road Municipal Landfill (REM00036), 0.04 miles south southeast. The landfill is a hazardous waste site as closed with remedy in place. This is the same site discussed under Section 5.2.2.2 of this Assessment.

5.2.2.11 Additional Environmental Record Sources

Database Search of Unmapped Properties: Unmapped sites located in the general vicinity of the Site are included in the database search. However, due to inaccurate or missing information provided by the appropriate governmental agency, the database search contractor was unable to definitively plot the location of these sites or incidents. The unmapped site list was reviewed in an attempt to definitively locate these properties. Based upon a practical review of the information by SME, the records were either: traced to properties outside the ASTM search radii; or relevant records meeting the Phase I ESA radii search criteria were incorporated into Section 5.2.

5.3 Biddeford Tax Assessor Records.

The City of Biddeford Tax Assessor's records on the subject property were reviewed. These records indicate that Lot 75-1 was developed in 1993. Both parcels were purchased by Teresa, George, and Kevin Pomerleau in 2011. Lot 75-1 was transferred to GES in 2015 for \$0

Copies of the City of Biddeford Tax Assessor's records are provided in Appendix E.

5.4 Prior Environmental Site Assessments

SME is aware of one prior ESAs conducted in 1996 for the subject property. The prior ESA stated that the facility use prior to its purpose by GES was a paper recycling facility, which was confirmed by Mr. LaChance who stated that it was operated by Casella. The prior ESA stated that the property owner stated that well water tests had been performed and showed no problems with the well water quality. The prior ESA did not identify any additional issues or RECs at the subject property.

5.5 Site Soils

Review of U.S. Department of Agriculture's (USDA) Soil Conservation Services (SCS) soil survey maps indicates that there are predominantly six soil types on the subject property:

- Lyman Loam, 3 to 8 percent slopes, rocky – Somewhat excessively drained, Hydrological Group D (24% of Site)
- Gravel pits (20% of Site)
- Becket very stony fine sandy loam, 8 to 15 percent slopes – Well drained, Hydrological Group C (17% of Site)
- Brayton and Westbury very stony fine sandy loams, 0 to 8 percent slopes – Poorly drained, Hydrological Group D (16% of Site)
- Becket fine sandy loam, 3 to 8 percent slopes – Well drained, Hydrological Group C (10% of Site)

- Lyman-Rock outcrop complex, 15 to 80 percent slopes – Somewhat excessively drained, Hydrological Group D (9% of Site)
- Other (4% of Site)

The SCS soil report is included in the EDR report provided in Appendix F.

5.6 Historical Use Information on the Property

To determine the historical use of the property, historical records were searched including historical USGS topographic quadrangles, historical aerial photographs, Sanborn® Fire Insurance Maps, and a City Directory Abstract, and an interview with the current owner.

USGS topographic maps from 1891, 1893, 1898, 1941, 1942, 1956, 1957, 1983, and 2014 were reviewed. No Sanborn maps were available for the Site. Aerial photographs from 1940, 1960, 1975, 1978, 1987, 1990, 1998, 2006, 2007, 2009, and 2011 were reviewed. The topographic maps and aerial photos show little detail but are useful in identifying when the property was first developed.

These maps do not show extensive detail; however, they do indicate the area has been predominantly undeveloped or a municipal gravel pit. The aerials from 1940 and 1960 show the land as farmland and undeveloped. The aerial from 1975 shows the entire area covered in forest, undeveloped. The 1978 aerial shows Lot 55-1 as having roads from the landfill to the south. The 1987 aerial shows an expansive gravel pit on Lot 55-1. In 1990, the gravel pit became smaller as vegetation grew. In 1998, the gravel pit began to shrink more, the pond appears, and the development at the Lot 75-1 is complete with an entry road, a parking lot, a building, and equipment storage outside. From 2006 to 2011, the only changes visible were an expansion of the parking area at the Lot 75-1 in the northeast corner and the continued shrinking of the gravel pit as vegetation grew.

5.7 Historical Use Information on Adjoining Properties

The historical use of the properties adjacent to the subject property was researched using historical maps, locating site-specific fire insurance maps, and aerial photographs for the property.

USGS topographic maps from 1891, 1983, 1898, 1941, 1942, 1956, 1957, 1983, and 2014 were reviewed. No Sanborn maps were available for the Site. Aerial photographs from 1940, 1960, 1975, 1978, 1987, 1990, 1998, 2006, 2007, 2009, and 2011 were reviewed. The topographic maps and aerial photos show little detail but are useful in identifying when the properties were first developed.

These maps do not show extensive detail; however, they do indicate the area as a landfill and undeveloped area. Significant former adjacent property uses were as follows:

- To the south, the first aerial with signs of the landfill occurs in 1975. Between the 1990 and the 1998 aerial, the landfill was capped. This correlated with MEDEP records that the landfill was closed between 1993 and 1994.
- Borrow pits expanded around the landfill from 1975 until 1990. Afterwards, they decreased in size.
- Between 1990 and 1998, the parcel directly east of the Site was redeveloped from a borrow pit to the cellular towers observable today.
- Between 1990 and 1998, residential structures were constructed to the southeast of the landfill. The structures are still present today.

Historical use data (maps, photos, etc.) is located in Appendix C.

6.0 INTERVIEWS

6.1 Interview(s) with Owner/Property Manager

SME interviewed the Mr. Joseph LaChance, the equipment manager during the Site Visit on May 31, 2017. The content of that interview is provided in Appendix A.

6.2 Local Government Officials

Two interviews for this Assessment were attempted with local government officials who might have knowledge of environmental related issues associated with the subject property.

Mr. Roby Fecteau at the City of Biddeford Director of Code Enforcement was contacted on June 5, 2017, but was not available. SME contacted the Assistant Code Enforcement Officer, Mr. Brian Laflamme, but received no response at the time of this Assessment.

Mr. Paul Labrecque, the City of Biddeford Assistant Fire Chief was contacted on June 5, 2017. SME received no response at the time of this Assessment.

7.0 CONCLUSIONS AND RECOMMENDATIONS

SME has performed this Phase I ESA in general conformance with the scope and limitations of ASTM Practice E1527-13 for the subject property. Any exceptions to, or deletions from this practice are described in Section 8.0 of this report.

One conditional REC was identified during this Assessment in relation to the nearby landfill. The majority of the subject property is upgradient from the former landfill, but the south side of the developed area is approximately at the gradient of the bottom of the landfill. Given the close proximity of the landfill it is possible that if the area was developed that vapor intrusion could occur. Additionally, if development leads to the need for potable water, the well may not have been tested recently. Mr. LaChance stated that they did not drink the potable water due to concerns with potential contamination from the landfill.

It's is SME's recommendation that sampling for vapor intrusion, specifically methane, be conducted prior to development of the undeveloped portion on the south side of Lot 75-1. If no development is planned below the ground surface, then no further investigations are necessary. Additionally, SME's recommends that, prior to consumption, analysis of the well water quality be performed for potential groundwater contaminants from the landfill.

Three de minimis conditions were identified on the subject property:

The facility had sufficient oil present onsite to be subject to Title 40 of the Code of Federal Regulations 112 which requires secondary containment for all oil storage 55-gallons or greater in capacity. Oils were stored inside the building, which had no floor drains and could potential be considered integral secondary containment. However, given the ease with an oil spill could reach the exterior of the facility, it is SME's opinion that this represents a de minimis condition at the site. It is SME's recommendation that visual analysis of the gravel around the entrances and exits for staining be performed for petroleum products prior to disturbance.

The observed leaking trailer hose with a drum placed beneath to capture oil indicated the potential for prior hose breaks to have occurred without drum collection. Hose breaks are common and, if unobserved, could lead to a spill into site soils which is a de minimis condition. It's is SME's recommendation that visual analysis of the gravel parking area for trailers be performed for signs of petroleum products prior to disturbance.

The out of use oil tanks observed in the scrap metal storage areas may contain small quantities of oil that have leaked overtime or may have been spilled during transfer, therefore the tanks are a de minimis condition. It is SME's recommendation that visual analysis for petroleum products of the gravel in the scrap storage areas be performed prior to disturbance.

8.0 EXCEPTIONS, DEVIATIONS AND LIMITATIONS

This ESA was completed expressly for Norway Savings Bank to assist in identifying recognized environmental conditions associated with the subject property. The evaluations and conclusions herein represent SME's professional judgments and opinions based on current, generally accepted, engineering practices for preliminary site characteristics and assessments, and are based on observations made during site reconnaissance, and review of records identified in this report.

We have conducted this Assessment specifically for the use of Norway Savings Bank. Any reliance on this report by any other party shall be at such party's sole risk. As our work included review of information provided to us by others, we assume no responsibility for conditions not revealed, not observed, or obscured during our assessment such as undeveloped areas under tree cover or for conditions not generally recognized as environmentally unacceptable at the time this report was prepared. This ESA is intended to be used in its entirety. No excerpts should be taken to be representative of the findings of this ESA.

The following environmental issues are outside the scope of the standard practice defined by ASTM E1527-13. This Phase I ESA does not identify or evaluate these non-scope items including, but not limited to:

- Asbestos-containing materials,
- Radon,
- Lead-based paint,
- Wetlands,
- Indoor air quality, and
- Mold.

9.0 SIGNATURE OF THE ENVIRONMENTAL PROFESSIONAL

I declare that, to the best of my professional knowledge and belief, I meet the definition of environmental professional as defined in 312.10 of 40 CFR Part 312 and SME has the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. Except for the limitations listed in Section 8.0, SME has developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

SIGNATURE OF ENVIRONMENTAL PROFESSIONAL



Guy H. Cote Jr., P.E.
President

Documentation of the qualifications of the Environmental Professional is contained in Appendix G.

REFERENCES

"All Appropriate Inquiry" Final Rule 40 C.F.R. Part 312.

ASTM Designation E 1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

City of Biddeford Tax Assessor's Office.

Environmental Data Resources, Inc. Report for 66 Andrews Road. 25 May 2017.

USGS Topographic Map, Bar Mills Maine Quadrangle, 7.5-Minute Series, dated 1983.

USGS Topographic Map, Biddeford Maine Quadrangle, 7.5-Minute Series, dated 1983.

APPENDIX A
OWNER QUESTIONNAIRE

INTERVIEW QUESTIONNAIRE
PHASE I ENVIRONMENTAL SITE ASSESSMENT

Property Name: 66 ANDREW ROAD
Property Location: MA
Interview With: SEVEE LACHANCE
Interview By: MAHA DEVADEGUL
Date: 05/24/2017

GENERAL SITE SETTINGS

1. What are current and past uses of:

A. Property:

EQUIPMENT REPAIR FAC. STORAGE - MET STORAGE, EQUIPMENT STORAGE
CASUALTY RECYCLING CENTER
FOR PAPER & PLASTIC - RECYCLE ALUMINUM

B. Adjoining Properties:

LANDFILL, GRAVEL PIT, CELL TOWER,
RESIDENTIAL

C. Surrounding Area:

RESIDENTIAL, LIGHT INDUSTRIAL, AGRICULTURAL

2. Are any of the above uses likely to involve Hazardous Substances or Petroleum Products?

PETROLEUM PRODUCTS

3. Are there currently or have there been in the past any surface water bodies such as creeks or streams or other surface drainage on or adjacent to the property?

POND, LITTLE STREAM TO THE POND (YEAR ROUND)

4. Describe number, size and age of any structure on the property:

1, MID-80'S

5. What is the source of potable water on the property?

WELL, BOTTLE WATER FOR DRINKING

6. What is the type and age of the sewage disposal system on the property?

SEPTIC, AGE OF BUILDING

INTERIOR AND EXTERIOR OBSERVATIONS

7. Are there currently or have there been previously any storage tanks on the site?

A. Above and/or below ground:

EMPTY TANKS FOR STORAGE OF NO. 2 FUEL OIL
WASTE OIL

B. Vent or fill pipes:

NO USES

C. Contents/Capacities/Age:

WASTE OIL - 2 YEARS OLD APPROX 400-GAL
NO 2 ~ 233-GAL

8. Have you ever noticed any noxious odors on the property?

NO

**INTERVIEW QUESTIONNAIRE
PHASE I ENVIRONMENTAL SITE ASSESSMENT**

9. Have you ever noticed any pools of liquid on the site?

A. Standing Surface Water: 500? FROM TRUCK IN YARD - MAYBE URGENT POOLS

B. Pools/Pits/Cisterns/Cesspools: NO

C. Contents: NO

IN UNDEVELOPED AREA

10. Have you ever noticed any drums and other containers that may have contained HS or PP on the property?

DRUMS FOR OIL INSIDE BUILDING

11. Have there ever been any electrical or hydraulic equipment likely to contain PCB's on the property?

NO.

INTERIOR OBSERVATIONS

12. What type are HVAC system and fuel source?

NO. 2 BOILER, WOOD BURNER, WASTE OIL FURNACE

13. Have there ever been any stains, corrosion on floors, walls, or ceilings in structures of the property?

STAINS OF ROOF - NOTHING SIGNIFICANT

14. Identify locations of any and all pits, cisterns, cesspools, or similar receptacles:

NO.

EXTERIOR OBSERVATIONS

15. Are there any pits, ponds, or lagoons on the property?

POND - NOT RELATED TO WELLS

16. Are there any pits, ponds, or lagoons on abutting properties?

NO.

17. Are there any stained soils or pavement on the property?

NO.

18. Are there any stressed vegetation on the site?

NO.

19. Is there any solid waste disposal sites on the site?

NO - JUST POND SLUDGE

20. Is there any filling on the site? (name fill sources)

NO.

21. Are there any waste water discharges into drains, ditches, or streams on the property?

NO

21. Are there any waste water discharges into drains, ditches, or streams on adjacent properties?

NO

22. Are there any dry wells, irrigation wells, injection wells or abandoned wells on the property?

NO - MONITORING WELL

23. Are there any septic systems or cesspools on the property?

YES.

ONLY MON & ONE

EXISTING PROPERTY RECORDS

24. Are you aware of any of the following documents in connection with the property?

A. Prior Environmental Assessments

NO.

B. Environmental Audit Reports

NO

C. Environmental Permits

NO

D. Registrations for Underground or Above Ground Storage Tanks

NO

E. Material Safety Data Sheets

YES

F. Community Right-to-know Plans

YES

G. Environmental Safety Plans

YES

H. Geologic or Hydrogeologic Reports

NO

I. Notices of violation for government agencies

NO

J. Notifications and reports regarding hazardous waste generation

YES

FROM REGULATOR

MWBE NOT CHECKED

FOR MAINTENANCE MATERIALS

PART OF SAFETY

HAD A S.L. PAPER WASTE

25. Are you aware of any of the following proceedings against the property?

A. Pending, threatened of past litigation or administrative proceedings regarding HS or PP in, on, or from the property?

NO.

B. Any notices from any government entity regarding any possible violation of environmental laws or possible liability relating to HS or PP?

NO.

TANK DISCHARGING
1 YEAR AGO
STANDARD S.L.
SOLUTION

APPENDIX B

SITE PHOTOS



Photo 1 – Stand Pipe



Photo 2 – Number 2 Fuel Oil AST



Photo 3 – Oil Storage Inside and Waste Oil Burner



Photo 4 – Waste Oil draining for Waste Oil Burner



Photo 6 - Empty Diesel ASTs, Northeast Scrap Storage



Photo 7 - Leaking Hydraulic Line on Trailer & Containment Drum



Photo 8 - Scrap Storage Outside Building



Photo 9 - Empty Diesel AST, Storage Outside Building

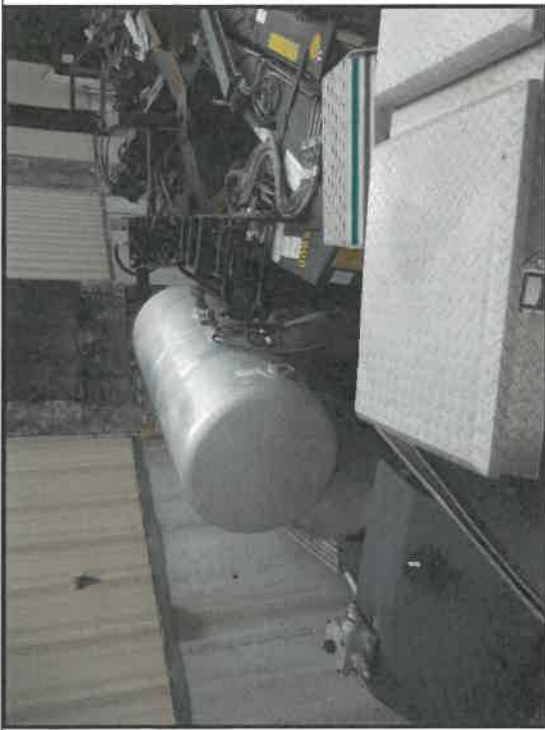


Photo 10 – Empty Hydraulic Oil ASTs, Storage Outside Building



Photo 11 – Wood Burner



Photo 12 – Septic System Location



Photo 13 – Water/Glycol system

APPENDIX D
SPILL REPORTS

MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION
OIL & HAZARDOUS MATERIALS REPORT

Spill Number: P-252-2010

Report Status: Final Report

MCD Town: BIDDEFORD
Local Name: BIDDEFORD
Primary Responder: ANN E HEMENWAY
Primary Product: Diesel {29} - 40 gals. ESTIMATE
Subject/Owner: TOWN OF BIDDEFORD - PUBLIC WORKS - -

I. EVENT

Spill Info

Type Oil Incident {O}
Source Land Transportation - (Saddle) Fuel Supply Tank {
Cause Accident - Transportation {11}

Spill Date/Time

03/31/2010 11:52

Reporter Type/Detection Method

Type Subject/Spiller {2}
Method Visual Product {L}

Reported Date/Time

03/31/2010 11:59

Subject/Spiller (Potential Responsible Party)

Contact -TOWN OF BIDDEFORD - PUBLIC WORKS
371 HILL ST
BIDDEFORD ME 04005 USA
207-282-1579

Comment

Reporter

Contact CARL MARCOTT-TOWN OF BIDDEFORD
205 MAIN STREET
BIDDEFORD ME 04005 USA
207-229-3379

Comment

Primary Responder and Other Employees

ANN E HEMENWAY (Primary Responder)

II. SITE

Location

Location Type Government - Local {LC}
Name TOWN OF BIDDEFORD TRUCK
Street Address LEAF & YARD COMPOSTING SITE,
ANDREWS RD
MCD Town BIDDEFORD
Local Name BIDDEFORD
State/Province ME

Spill Point

UTM North 4,815,715.340000
UTM East 376,349.180000

Wells and Media Affected

Wells Affected 0 Wells Impacted / 0 Wells At Risk
Media Affected Land{L}

Tanks Involved

None

III. CLEANUP**Product Reported**

Diesel {29}

Cleanup DTREE**Products Found/Amount Spilled**

Diesel {29}/ - 40 gals. ESTIMATE (Primary Product)

Material Recovered

Other Material {OM} - UNKNOWN

Recovery/Treatment Method

Sorbents {C}

Disposal Information

City of Biddeford

IV. NARRATIVE

I was contacted by the Biddeford Public Works Department reporting that one of their dump trucks had severed its fuel line at the yard and leaf composting site by the old landfill off Andrews Road. The truck was in deep mud and something caught on its fuel line severing it and releasing about 40 gallons of diesel fuel on to a very muddy dirt road. The diesel was spread over several hundred feet of road and was sitting in puddles of water. I supplied sorbent pads and the fire department and public works crews soaked up all the diesel they could. We left some sorbent pads and boom overnight to collect any diesel that was left. The Public Works crew bagged up the oily sorbents and was going to take them to MERC for disposal. No further Response action is needed at this time.

V. ATTACHMENTS**Attachment Type****Description****File Name**

APPENDIX E
CITY OF BIDDEFORD TAX RECORDS

66 ANDREWS RD

Location 66 ANDREWS RD

Mblu 1/ 75/ 1/ /

Acct#

Owner GLOBAL ENVIRONMENTAL
SOLUTIONS, INC

Assessment \$433,400

Appraisal \$433,400

PID 149

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2016	\$321,500	\$111,900	\$433,400
Assessment			
Valuation Year	Improvements	Land	Total
2016	\$321,500	\$111,900	\$433,400

Owner of Record

Owner GLOBAL ENVIRONMENTAL SOLUTIONS, INC

Sale Price \$0

Co-Owner

Certificate

Address 707 SABLE OAKS DR, STE 150
SOUTH PORTLAND, ME 04106

Book & Page 16979/ 620

Sale Date 02/25/2015

Instrument 1B

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
GLOBAL ENVIRONMENTAL SOLUTIONS, INC	\$0		16979/ 620	1B	02/25/2015
POMERLEAU, TERESA & GREGORY & KEVIN	\$400,000		16161/ 406	1G	09/07/2011
I ZAITLIN & SONS INC	\$876,885		8375/ 118	1B	07/31/1997
ANDREWS ROAD PARTNERSHIP	\$1		06638/0025	1B	07/23/1993
ZAITLIN SAMUEL M	\$1		05898/0141	1G	12/02/1991

Building Information

Building 1 : Section 1

Year Built: 1993
Living Area: 11,700
Replacement Cost: \$413,994

Building Percent 74
Good:
Replacement Cost
Less Depreciation: \$306,400

Building Attributes	
Field	Description
STYLE	Pre-Eng Warehs
MODEL	Industrial
Grade	Average +10
Stories:	1
Occupancy	1
Exterior Wall 1	Pre-finish Metl
Exterior Wall 2	
Roof Structure	Steel Frm/Trus
Roof Cover	Metal/Tin
Interior Wall 1	Minim/Masonry
Interior Wall 2	
Interior Floor 1	Concr-Finished
Interior Floor 2	
Heating Fuel	Coal or Wood
Heating Type	None
AC Type	None
Bldg Use	IND WHSES MDL-96
Total Rooms	
Total Bedrms	00
Total Baths	1
1st Floor Use:	316I
Heat/AC	NONE
Frame Type	STEEL
Baths/Plumbing	LIGHT
Ceiling/Wall	NONE
Rooms/Prtns	LIGHT
Wall Height	16
% Comn Wall	0

Building Photo



(<http://images.vgsi.com/photos/BiddefordMEPhotos//\00\00\45>)

Building Layout



Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	11,040	11,040
AOE	Office, (Average)	660	660
		11,700	11,700

Extra Features

Extra Features				Legend
Code	Description	Size	Value	Bldg #
LDL1	LOAD LEVELERS	3 UNITS	\$15,100	1

Land

Land Use

Use Code 4010
Description IND WHSES MDL-96
Zone LRF
Neighborhood 0004
Alt Land Appr Category No

Land Line Valuation

Size (Acres) 16.00
Frontage 0
Depth 0
Assessed Value \$111,900
Appraised Value \$111,900

Outbuildings

Outbuildings		Legend
No Data for Outbuildings		

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2015	\$321,500	\$111,900	\$433,400
2014	\$321,500	\$111,900	\$433,400
2013	\$304,500	\$180,500	\$485,000

Assessment			
Valuation Year	Improvements	Land	Total
2015	\$321,500	\$111,900	\$433,400
2014	\$321,500	\$111,900	\$433,400
2013	\$277,100	\$164,300	\$441,400

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66 ANDREWS RD

Location 66 ANDREWS RD

Mblu 1/ 55/ 1/ /

Acct#

Owner POMERLEAU, TERESA &
GREGORY & KEVIN

Assessment \$60,800

Appraisal \$60,800

PID 121

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2016	\$0	\$60,800	\$60,800
Assessment			
Valuation Year	Improvements	Land	Total
2016	\$0	\$60,800	\$60,800

Owner of Record

Owner POMERLEAU, TERESA & GREGORY & KEVIN

Co-Owner

Address 707 SABLE OAKS DR STE 150
SOUTH PORTLAND, ME 04106

Sale Price \$400,000

Certificate

Book & Page 16161/ 406

Sale Date 09/07/2011

Instrument 1G

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
POMERLEAU, TERESA & GREGORY & KEVIN	\$400,000		16161/ 406	1G	09/07/2011
I ZAITLIN & SONS INC	\$68,416		8375/ 121	1B	07/31/1997
ZAITLIN SAMUEL M	\$1		05898/0141	1G	12/02/1991

Building Information

Building 1 : Section 1

Year Built:

Living Area: 0

Replacement Cost: \$0

Building Percent

Good:

Replacement Cost
Less Depreciation: \$0

Building Attributes	
Field	Description
Style	Vacant Land
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	

Building Photo



(http://images.vgsi.com/photos/BiddefordMEPhotos//default.jpg)

Building Layout



Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use	
Use Code	1300
Description	RES ACLNDV MDL-00
Zone	LRF
Neighborhood	0004
Alt Land Appr Category	No

Land Line Valuation	
Size (Acres)	35
Frontage	0
Depth	0
Assessed Value	\$60,800
Appraised Value	\$60,800

Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2015	\$0	\$60,800	\$60,800
2014	\$0	\$60,800	\$60,800
2013	\$0	\$76,400	\$76,400

Assessment			
Valuation Year	Improvements	Land	Total
2015	\$0	\$60,800	\$60,800
2014	\$0	\$60,800	\$60,800
2013	\$0	\$69,500	\$69,500

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APPENDIX F
SCS SOIL REPORT



United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for York County, Maine



June 5, 2017

Page 418 of 508

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

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BcB—Becket fine sandy loam, 3 to 8 percent slopes.....	15
BcC—Becket fine sandy loam, 8 to 15 percent slopes.....	16
BeC—Becket very stony fine sandy loam, 8 to 15 percent slopes.....	17
BsB—Brayton and Westbury very stony fine sandy loams, 0 to 8 percent slopes.....	18
CoB—Colton gravelly loamy coarse sand, 0 to 8 percent slopes.....	19
CoC—Colton gravelly loamy coarse sand, 8 to 15 percent slopes.....	20
LnB—Lyman loam, 3 to 8 percent slopes, rocky.....	21
LyE—Lyman-Rock outcrop complex, 15 to 80 percent slopes.....	22
Pg—Pits, gravel.....	24
References.....	25

How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

Custom Soil Resource Report

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

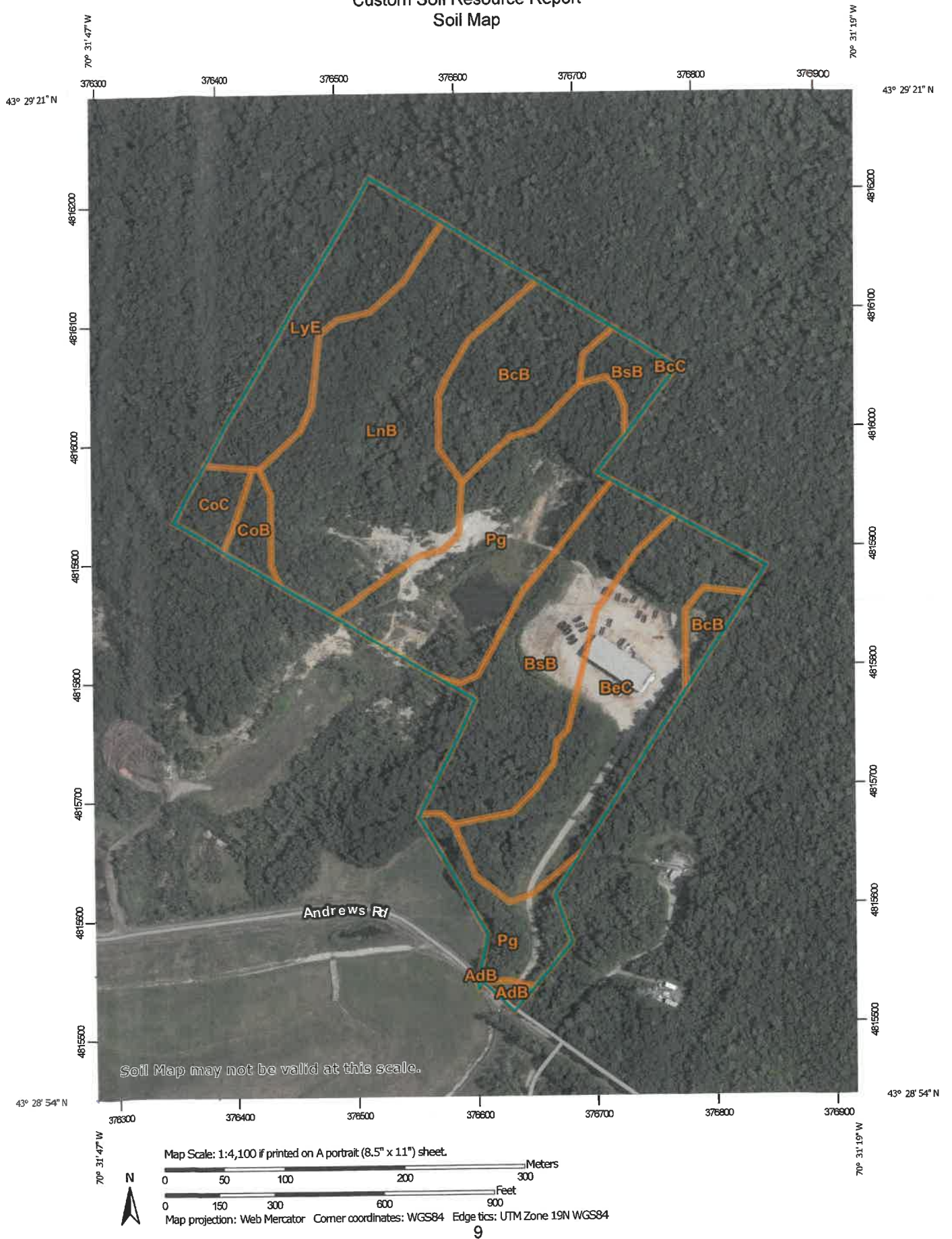
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identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

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MAP LEGEND

	Area of Interest (AOI)		Spill Area
	Area of Interest (AOI)		Stony Spot
	Soils		Very Stony Spot
	Soil Map Unit Polygons		Wet Spot
	Soil Map Unit Lines		Other
	Soil Map Unit Points		Special Line Features
	Special Point Features		Water Features
	Blowout		Streams and Canals
	Borrow Pit		Transportation
	Clay Spot		Rails
	Closed Depression		Interstate Highways
	Gravel Pit		US Routes
	Gravelly Spot		Major Roads
	Landfill		Local Roads
	Lava Flow		Background
	Marsh or swamp		Aerial Photography
	Mine or Quarry		
	Miscellaneous Water		
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: York County, Maine
Survey Area Data: Version 15, Sep 15, 2016

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 20, 2010—Jul 18, 2010

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

York County, Maine (ME031)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AdB	Adams loamy sand, 0 to 8 percent slopes	0.1	0.4%
BcB	Becket fine sandy loam, 3 to 8 percent slopes	3.7	9.7%
BcC	Becket fine sandy loam, 8 to 15 percent slopes	0.0	0.0%
BeC	Becket very stony fine sandy loam, 8 to 15 percent slopes	6.4	16.9%
BsB	Brayton and Westbury very stony fine sandy loams, 0 to 8 percent slopes	6.2	16.2%
CoB	Colton gravelly loamy coarse sand, 0 to 8 percent slopes	0.6	1.5%
CoC	Colton gravelly loamy coarse sand, 8 to 15 percent slopes	0.7	1.9%
LnB	Lyman loam, 3 to 8 percent slopes, rocky	9.0	23.8%
LyE	Lyman-Rock outcrop complex, 15 to 80 percent slopes	3.5	9.2%
Pg	Pits, gravel	7.7	20.3%
Totals for Area of Interest		38.0	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties

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and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

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Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

York County, Maine

AdB—Adams loamy sand, 0 to 8 percent slopes

Map Unit Setting

National map unit symbol: 9k4m

Elevation: 300 to 2,200 feet

Mean annual precipitation: 30 to 48 inches

Mean annual air temperature: 37 to 46 degrees F

Frost-free period: 70 to 160 days

Farmland classification: Farmland of statewide importance

Map Unit Composition

Adams and similar soils: 85 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Adams

Setting

Landform: Outwash plains, outwash deltas

Landform position (two-dimensional): Summit

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Sandy glaciofluvial deposits derived from crystallin rock

Typical profile

Oa - 0 to 2 inches: highly decomposed plant material

H1 - 2 to 5 inches: loamy sand

H2 - 5 to 20 inches: loamy sand

H3 - 20 to 65 inches: coarse sand

Properties and qualities

Slope: 0 to 8 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Somewhat excessively drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately high to very high (1.42 to 14.17 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water storage in profile: Low (about 3.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 3s

Hydrologic Soil Group: A

Hydric soil rating: No

BcB—Becket fine sandy loam, 3 to 8 percent slopes

Map Unit Setting

National map unit symbol: 9k4v
Mean annual precipitation: 30 to 50 inches
Mean annual air temperature: 38 to 45 degrees F
Farmland classification: All areas are prime farmland

Map Unit Composition

Becket and similar soils: 85 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Becket

Setting

Landform: Drumlinoid ridges
Landform position (two-dimensional): Shoulder, summit
Landform position (three-dimensional): Crest, interfluve
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Coarse-loamy lodgment till derived from granite and gneiss

Typical profile

H1 - 0 to 6 inches: fine sandy loam
H2 - 6 to 23 inches: sandy loam
H3 - 23 to 65 inches: gravelly loamy sand

Properties and qualities

Slope: 3 to 8 percent
Depth to restrictive feature: 16 to 34 inches to densic material
Natural drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.60 in/hr)
Depth to water table: About 24 to 42 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: Very low (about 2.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2e
Hydrologic Soil Group: C
Hydric soil rating: No

BsB—Brayton and Westbury very stony fine sandy loams, 0 to 8 percent slopes

Map Unit Setting

National map unit symbol: 9k53
Elevation: 10 to 2,500 feet
Mean annual precipitation: 34 to 48 inches
Mean annual air temperature: 37 to 46 degrees F
Frost-free period: 90 to 160 days
Farmland classification: Not prime farmland

Map Unit Composition

Brayton and similar soils: 60 percent
Westbury and similar soils: 25 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Brayton

Setting

Landform: Till plains
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Talf
Down-slope shape: Concave
Across-slope shape: Linear
Parent material: Coarse-loamy lodgment till derived from mica schist and/or coarse-loamy lodgment till derived from gneiss

Typical profile

Oa - 0 to 2 inches: highly decomposed plant material
H1 - 2 to 8 inches: fine sandy loam
H2 - 8 to 14 inches: fine sandy loam
H3 - 14 to 65 inches: fine sandy loam

Properties and qualities

Slope: 0 to 8 percent
Percent of area covered with surface fragments: 1.6 percent
Depth to restrictive feature: 10 to 20 inches to densic material
Natural drainage class: Poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately high (0.00 to 0.60 in/hr)
Depth to water table: About 0 to 12 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: Low (about 3.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: D
Hydric soil rating: Yes

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Description of Westbury

Setting

Landform: Till plains
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Rise
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Coarse-loamy lodgment till derived from granite and gneiss

Typical profile

Oa - 0 to 2 inches: highly decomposed plant material
H1 - 2 to 5 inches: fine sandy loam
H2 - 5 to 23 inches: fine sandy loam
H3 - 23 to 37 inches: fine sandy loam
H4 - 37 to 65 inches: sandy loam

Properties and qualities

Slope: 0 to 8 percent
Percent of area covered with surface fragments: 1.6 percent
Depth to restrictive feature: 13 to 24 inches to densic material
Natural drainage class: Somewhat poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately high (0.00 to 0.20 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: Low (about 3.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: D
Hydric soil rating: No

CoB—Colton gravelly loamy coarse sand, 0 to 8 percent slopes

Map Unit Setting

National map unit symbol: 9k58
Elevation: 10 to 2,000 feet
Mean annual precipitation: 30 to 48 inches
Mean annual air temperature: 37 to 46 degrees F
Frost-free period: 90 to 160 days
Farmland classification: Farmland of statewide importance

Map Unit Composition

Colton and similar soils: 85 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Colton

Setting

Landform: Outwash terraces

Landform position (two-dimensional): Summit

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Sandy-skeletal glaciofluvial deposits derived from granite and gneiss

Typical profile

Oa - 0 to 2 inches: highly decomposed plant material

H1 - 2 to 12 inches: gravelly loamy sand

H2 - 12 to 20 inches: gravelly coarse sand

H3 - 20 to 65 inches: very gravelly coarse sand

Properties and qualities

Slope: 0 to 8 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Excessively drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately high to very high (1.42 to 14.17 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water storage in profile: Very low (about 2.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 3s

Hydrologic Soil Group: A

Hydric soil rating: No

CoC—Colton gravelly loamy coarse sand, 8 to 15 percent slopes

Map Unit Setting

National map unit symbol: 9k59

Elevation: 10 to 2,000 feet

Mean annual precipitation: 30 to 48 inches

Mean annual air temperature: 37 to 46 degrees F

Frost-free period: 90 to 160 days

Farmland classification: Not prime farmland

Map Unit Composition

Colton and similar soils: 90 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Colton

Setting

Landform: Eskers, kames, outwash terraces

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Landform position (two-dimensional): Footslope

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Sandy-skeletal glaciofluvial deposits derived from granite and gneiss

Typical profile

Oa - 0 to 2 inches: highly decomposed plant material

H1 - 2 to 12 inches: gravelly loamy sand

H2 - 12 to 20 inches: gravelly coarse sand

H3 - 20 to 65 inches: very gravelly coarse sand

Properties and qualities

Slope: 8 to 15 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Excessively drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately high to very high (1.42 to 14.17 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water storage in profile: Very low (about 2.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4e

Hydrologic Soil Group: A

Hydric soil rating: No

LnB—Lyman loam, 3 to 8 percent slopes, rocky

Map Unit Setting

National map unit symbol: 2trq7

Elevation: 0 to 520 feet

Mean annual precipitation: 36 to 65 inches

Mean annual air temperature: 36 to 52 degrees F

Frost-free period: 60 to 160 days

Farmland classification: Farmland of statewide importance

Map Unit Composition

Lyman, rocky, and similar soils: 86 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Lyman, Rocky

Setting

Landform: Hills, mountains

Landform position (two-dimensional): Shoulder, summit, backslope

Landform position (three-dimensional): Mountaintop, mountainbase, crest, side slope

Down-slope shape: Convex

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Across-slope shape: Convex

Parent material: Loamy supraglacial till derived from granite and gneiss and/or loamy supraglacial till derived from phyllite and/or loamy supraglacial till derived from mica schist

Typical profile

Oe - 0 to 1 inches: moderately decomposed plant material

A - 1 to 3 inches: loam

E - 3 to 5 inches: fine sandy loam

Bhs - 5 to 7 inches: loam

Bs1 - 7 to 11 inches: loam

Bs2 - 11 to 18 inches: channery loam

R - 18 to 28 inches: bedrock

Properties and qualities

Slope: 3 to 8 percent

Depth to restrictive feature: 11 to 24 inches to lithic bedrock

Natural drainage class: Somewhat excessively drained

Capacity of the most limiting layer to transmit water (Ksat): Very low to high (0.00 to 14.03 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water storage in profile: Low (about 3.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 2s

Hydrologic Soil Group: D

Hydric soil rating: No

LyE—Lyman-Rock outcrop complex, 15 to 80 percent slopes

Map Unit Setting

National map unit symbol: 2trqp

Elevation: 0 to 980 feet

Mean annual precipitation: 36 to 65 inches

Mean annual air temperature: 36 to 52 degrees F

Frost-free period: 60 to 160 days

Farmland classification: Not prime farmland

Map Unit Composition

Lyman, very stony, and similar soils: 60 percent

Rock outcrop: 30 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Lyman, Very Stony

Setting

Landform: Hills, mountains

Landform position (two-dimensional): Shoulder, summit, backslope

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Landform position (three-dimensional): Mountaintop, mountainflank, crest, side slope

Down-slope shape: Convex

Across-slope shape: Convex

Parent material: Loamy supraglacial till derived from granite and gneiss and/or loamy supraglacial till derived from phyllite and/or loamy supraglacial till derived from mica schist

Typical profile

Oe - 0 to 1 inches: moderately decomposed plant material

A - 1 to 3 inches: loam

E - 3 to 5 inches: fine sandy loam

Bhs - 5 to 7 inches: loam

Bs1 - 7 to 11 inches: loam

Bs2 - 11 to 18 inches: channery loam

R - 18 to 28 inches: bedrock

Properties and qualities

Slope: 15 to 80 percent

Percent of area covered with surface fragments: 1.5 percent

Depth to restrictive feature: 11 to 24 inches to lithic bedrock

Natural drainage class: Somewhat excessively drained

Capacity of the most limiting layer to transmit water (Ksat): Very low to high (0.00 to 14.03 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water storage in profile: Low (about 3.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 7s

Hydrologic Soil Group: D

Hydric soil rating: No

Description of Rock Outcrop

Setting

Landform: Hills, mountains

Landform position (two-dimensional): Summit, shoulder, backslope

Landform position (three-dimensional): Mountaintop, mountainflank, crest, side slope, free face

Down-slope shape: Convex

Across-slope shape: Convex

Parent material: Igneous and metamorphic rock

Typical profile

R - 0 to 10 inches: bedrock

Properties and qualities

Slope: 15 to 80 percent

Depth to restrictive feature: 0 inches to lithic bedrock

Capacity of the most limiting layer to transmit water (Ksat): Very low to very high (0.00 to 14.17 in/hr)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 8s

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Hydric soil rating: Unranked

Pg—Pits, gravel

Map Unit Composition

Pits: 88 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Pits

Setting

Landform position (two-dimensional): Summit

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Typical profile

H1 - 0 to 6 inches: extremely gravelly sand

H2 - 6 to 60 inches: extremely gravelly sand

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 8s

Hydric soil rating: No

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APPENDIX G

QUALIFICATION(S) OF THE ENVIRONMENTAL PROFESSIONAL

GUY H. COTE, JR., P.E.

PROFESSIONAL REGISTRATION

Professional Engineer – Maine, New Hampshire, Massachusetts, Vermont, New York, New Jersey, Pennsylvania, Virginia, North Carolina, South Carolina, Georgia, Florida, Ohio, Minnesota, Indiana, Ontario Canada

AFFILIATIONS

American Society of Civil Engineers, Member
Chi Epsilon Honor Society

EMPLOYMENT HISTORY

2012 to Present - Sevee & Maher Engineers, Inc., President
2008 to 2012 - Sevee & Maher Engineers, Inc., Principal, Chief Engineer
2008 from 1986 - Sevee & Maher Engineers, Inc., Chief Engineer, Health & Safety Officer
1986 from 1980 - E.C. Jordan Company, Portland, Maine, Project Engineer

EXPERIENCE

Mr. Cote has over 35 years of experience in the field of civil and environmental engineering, much of which is associated with the development and permitting of facilities to comply with environmental regulations. This experience includes project director, project manager, and project engineer assignments. Projects routinely have involved coordination with other disciplines: geologists, geotechnical engineers, hydrogeologists, planners, laboratory analytical services, and contractors. The scope of these projects include: site development design; permitting and regulatory interaction; public hearings; expert witness; construction; and training. Mr. Cote is responsible for review and approval of project documents and drawings prepared by Sevee & Maher Engineers.

Typical assignments in his various areas of expertise include:

- Closure alternatives, evaluation and remediation design for Superfund sites
- Landfill siting, design, permitting, public hearings, operations manuals, and construction inspection of solid waste facilities ranging in capacity from 25 to 1000 tons per day
- Peer review of RCRA hazardous waste landfill design guidance manuals for permit writers and permit applicants
- Synthetic liner selection and compatibility testing for hazardous waste containment
- Full time construction monitoring of landfill construction contractor and subcontractors to insure compliance with contract documents
- Review and statistical analysis of water quality data at solid waste disposal sites;
- Landfill training presentations for landfill staff
- Responsible for preparation and implementation of Corporate Health and Safety Plan during field investigations and construction at landfill and Superfund sites
- Evaluation of landfill operations

- Public presentations and expert testimony in public hearings

PRESENTATIONS

"UAVs and Civil Engineering," Presented at Engineers Week Banquet, February 2015.

"Solid Waste Operational and Technical Assistance," Presented to various municipalities in Maine, funded through the Maine Department of Environmental Protection, 1984, with Roy A. Koster



City Council

Meeting Date: June 17, 2025
Meeting Time: 6:00 PM
Agenda Item No: 10.i
Item Description: 2025.84 Approval Allocation No. 1 of FY26 Capital Improvement Funds
Submitted By: Brian S. Phinney

Supporting Information/Documentation:

20250617 Capital Projects Operations Committee Rec No. 1 - ORDER , 20250617 Capital Projects Operations Committee Rec No. 1 - Summary Rev 1, 20250617 Capital Projects Operations Committee Rec No. 1 (A) - Vehicle Fund 001, 20250617 Capital Projects Operations Committee Rec No. 1 (B) - Vehicle Fund 601, 20250617 Capital Projects Operations Committee Rec No. 1 (C) - Vehicle Fund 268, Fund 202, 20250617 Capital Projects Operations Committee Rec No. 1 (D) - Capital Paving, 20250617 Capital Projects Operations Committee Rec No. 1 (E) - Capital Projects

Key Terms:

Executive Summary:

An affirmative vote on this item accepts the Capital Projects /Operations Committee FY26 CIP allocation Recommendation No.1. The allocation is provided in two recommendations - one with this order and one with a future order - due to uncertainty with existing project balances.

Detailed Review:

The FY2026 Budget included an appropriation for capital improvement projects (CIP) in the amount of \$2,148,710. The Capital Projects / Operations Committee (Committee) is charged with recommending the allocation of the CIP funds to the City Council for adoption. The Committee met on June 11th to review and make allocation recommendations for the FY2026 CIP.

As presented to the Committee in May, the CIP funds are divided across three main categories - capital vehicle purchases, capital projects, and capital paving. The proposal is to assign approximately \$422,300 to vehicle purchases, approximately \$900,000 to capital paving, and approximately \$806,410 to CIP projects. As you are aware, the City is behind schedule

completing the Annual Comprehensive Financial Reports (ACFR), commonly referred to as the "annual audit". Finance staff are currently working with a consultant to balance the various accounts and ledgers for FY24 and FY25. Without accurate account balance data for projects, it is difficult to ensure accurate allocation of funds. This is currently impacting the proposed paving allocation and project allocation. To ensure decisions are based on realistic estimates, it was initially proposed that the Committee table the allocation of the FY26 Paving and FY26 Project funds until the regular August meeting in order to allow Finance staff time to ensure complete and accurate project account reconciliations. Instead, the Committee opted to make allocations in phases to allow existing paving projects to move forward, vehicle purchase orders to be placed, and one of the projects to get underway. The allocation recommendations have been separated by category for ease of discussion. Attachment *20250617 FY26 Capital Projects Operations Committee Rec No. 1 - Summary* depicts the preliminary proposed distribution of the CIP funds among the categories, the Committee's recommendation No.1, and the balance to be allocated at a future meeting. The Committee's G. F. recommendation No. 1 totals \$835,700. The balance of the recommendations will be determined at a future committee meeting once the account and project balances have been confirmed. Each of the allocations is discussed below.

Recommendation 1(A) - Vehicle Recommendation, General Fund 001

The vehicle recommendation included a detective vehicle, front end loader, skid steer loader, mid-excavator, zero-steer mower, F-600 recycling vehicle, marine rescue boat, and the ordering of a fire truck (pumper) for a total of \$422,300. The Committee authorized the requested allocations with the following exceptions.

- The 213 detective vehicle be charged to the Asset Forfeiture Account (Fund 268)
- The marine patrol boat be charged to the Mooring Fee Fund (Fund 202)

See attachment, *20250617 FY26 Capital Projects Operations Committee Rec No. 1(a) - Vehicle Fund 001*.

Recommendation 1(B) - Vehicle Recommendation, Sewer Fund 601

As part of the department budget presentation process, Public Works proposed the purchase of a wastewater pump truck and a new camera vehicle. The equipment recommendation was adopted by the Committee. The funding for the equipment comes from the Sewer Fund rather than the G.F. The expenses will be assigned to two different account lines. The wastewater pump truck will be assigned to the \$100,000 capital allocation. The camera truck is listed here but was approved as part of the budget process. The camera truck will be assigned to 35102-60303 as discussed during the budget process. The total allocation is \$47,368 in leases.

See attachment, *20250617 FY26 Capital Projects Operations Committee Rec No. 1(B) - Vehicle Fund 601*.

Recommendation 1(C) - Vehicle Recommendation Fund 268 and Fund 202

As noted above, the Committee adopted the recommendation for the detective vehicle and the marine patrol unit, but motioned to have the purchases assigned to the Asset Forfeiture Account (Fund 268) and the Mooring Fee Fund (Fund 202), respectively.

See attachment, *20250617 FY26 Capital Projects Operations Committee Rec No. 1(C) - Vehicle Fund 268 and Fund 202.*

Recommendation 1(D) - Capital Paving

The Public Works Department maintains a running list of paving projects associated with the annual CIP allocation and other projects that may include paving as a component. The construction season in Maine for paving is generally April to November. The actual seasonal start and end dates are weather-dependent from year to year.

The City's fiscal year is July 1 through June 30, annually. The budget for a particular fiscal year starts July 1. By this time, most contractors have their work scheduled for the summer. For this reason, the City's paving funds allocated through CIP most often result in carryover from the prior year. The work from July through November is typically performed under the prior year's funding. The current year's CIP is used to complete potentially missed prior year paving projects and is used for allocations toward project bids that span April through June of the current year and July through November of the next fiscal year. From a practical perspective, if this process was not in place, the City would likely be bidding July to November projects with few bidders or receiving bids priced at a premium given typical contractor availability.

As referenced above, the City is currently behind on the Annual Comprehensive Financial Report (ACFR), having just completed the FY23 ACFR and working to complete the FY24 ACFR while preparing for the FY25 ACFR. Due to the ongoing work in Finance to reconcile the various funds and accounts, there are a number of project balances to be reconciled. Due to this uncertainty, there is a lack of confidence in project and account balances. This makes it difficult to allocate, with certainty, the funds needed to complete existing projects for paving. As a result, the Committee allocated a portion of the paving funds with the intent to allocate the remainder once the reconciliation has been completed. The CIP Paving recommendation from the Committee comes in two parts. First, the Committee moved to carry forward \$800,000 in FY25 Capital Paving Funds, which will involve a separate Order. The second part is the partial allocation of FY26 Capital Paving funds. The partial allocation is a result of uncertainty with existing project/paving balances. At this time, the FY26 Capital Paving allocation recommendation totals \$500,000 with the funds directed to paving a portion of Hill Street, Brenton St, Harmon St, Oakwood Circle, and First St. Fox Hollow and Garden Drive are on the paving list for but covered by funding from the proposed FY25 carry over.

See attachment, *20250617 FY26 Capital Projects Operations Committee Rec No. 1(D) - Capital*

Paving. The dark-shaded rows reflect FY25 carry over and the lightly shaded rows reflect the partial FY26 Capital Paving allocation.

Recommendation 1(E) - Capital Projects

Finally, one project was advanced by the Committee under recommendation No. 1. This is the Skate Park Feasibility Study in the amount of \$35,000. The consensus of the Committee was that this work should be started as soon as possible so that information is available for the FY27 budget work or potentially in time for a November bond referendum if considered by the Council. The balance of the FY26 Capital Projects will be addressed in recommendation No. 2.

See attachment, *20250617 FY26 Capital Projects Operations Committee Rec No. 1(E) - Capital Projects.*

Funding Source:

Funding for the FY2026 Capital Projects / Operations Committee Recommendations are as follows:

Fund 001 - \$800,700 vehicle & paving (various)

Fund 601 - \$47,386 vehicle (wastewater pumper and camera)

Fund 268 - \$41,600 vehicle (detective)

Fund 202 - \$80,000 vehicle (marine unit)

Staff Recommendation:

Staff recommends acceptance of Capital Projects / Operations Committee Recommendation No. 1 (A-E)

City of Biddeford



2025.84 IN BOARD OF CITY COUNCIL..... JUNE 17, 2025

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve recommendation No. 1 for the FY26 Capital Improvement Projects allocation for capital vehicle purchases, capital paving, and capital projects as referenced in the “FY26 CIP Allocation No.1(A-E)” detail sheets as recommended by the Capital Projects / Operations Committee on June 11, 2025.

Note: The budgeted FY26 CIP amount equals \$2,148,710 within account 21201-60900.

Attest by:_____

FY26 CIP - Capital Projects / Operations Committee Recommendation No. 1 - Summary

Allocation Category	Preliminary Proposal	Committee Recommendation No. 1 (06/11/25)	Balance to be Allocated
Committee Discretion	\$ 20,000		\$ 20,000
Vehicles ¹	\$ 422,300	\$ 300,700	\$ 121,600
Paving	\$ 900,000	\$ 500,000	\$ 400,000
Project	\$ 806,410	\$ 35,000	\$ 771,410
Fund 001	\$ 2,148,710.00	\$ 835,700	\$ 1,313,010

¹The Committee authorized the purchase of all recommended vehicles totaling \$422,300, with the following exceptions: Unit 213-Detective and Marine Unit 202-Rescue, be funded from Fund 268 and Fund 202, respectively. This leaves a balance of \$121,600.

Fund 268 -	\$41,600 for detective vehicle
Fund 202 -	\$80,000 for marine Unit 202 (rescue boat)
Fund 601 -	\$22,389 Lease pmt for 610 wastewater pump truck
Fund 601 -	\$25,000 Lease pmt for camera truck (new)

FY2026 Capital Improvement Projects Recommendation No. 1 (A) - Vehicle Recommendations, General Fund 001

						Capital Projects / Operations Committee Recommendation		
Description	Year	Request	Cash or DP	Lease	Notes	Cash or DP	Lease	Notes
213 Car for Detective	2010	\$ 41,600	\$ 41,600					Approved, charge to Asset Forfeiture Account
015 Front End Loader	2009	\$ 191,017	\$ 75,000	\$ 1,202	10-year lease	\$ 75,000	\$ 1,202	
698 Skid Steer Loader	2003	\$ 35,700	\$ 35,700			\$ 35,700		
Mid Excavator	New	\$ 170,000	\$ 75,000	\$ 985	10-year lease	\$ 75,000	\$ 985	
698 Mower (to zero steer)	2003	\$ 45,000	\$ 45,000			\$ 45,000		
61 F-600 (Recycling vehicle)	2011	\$ 70,000	\$ 70,000		Alternatively, repurpose retireing ambulance	\$ 70,000		
Marine Unit 202 (rescue boat)	2010	\$ 80,000	\$ 80,000					Approved, charge to Mooring Fund
328 Fire Truck Pumper	2005	\$ 650,000						Approved, authorized to place order
General Fund						\$ 300,700	\$ 2,187	
CIP Vehicle Allocation (Recommended)			\$ 422,300			\$ 422,300		
Balance			\$ -			\$ 121,600		Balanace to be allocated in Recommendation No. 2

FY2026 Capital Improvement Projects Recommendation No. 1 (B) - Vehicle Recommendations Sewer Fund 601

Description	Year	Request	Cash	Lease				
610 Waste Water Pump Truck	2010	\$ 180,000	\$ 22,386	Lease payment = \$1,865/mo	Capital Allocation	\$ 22,386	Lease payment = \$1,865/mo	
Camera Truck (new)		\$ 400,000	\$ 25,000	Lease payment = \$4,166/mo	35102-60603	\$ 25,000	Lease payment = \$4,166/mo	
Wastewater Fund 601		\$ 580,000	\$ 47,386			\$ 47,386		
CIP Vehicle Allocation (Recommended)			\$ 47,386			\$ 47,386		

FY2026 Capital Improvement Projects Recommendation No. 1 (C) - Vehicle Recommendations, Fund 268 & 202

Description	Year	Request	Cash or DP	Lease	Notes
213 Car for Detective	2010	\$ 41,600	\$ 41,600		Asset Forfeiture Fund 268 (32130-60602)
Marine Unit 202 (rescue boat)	2010	\$ 80,000	\$ 80,000		Mooring Fees Fund 202 (31102-60465)
Total			\$ 121,600		

FY2026 Capital Improvement Projects Recommendation No. 1 (D) - Capital Paving

<u>STREET</u>	<u>Roads in Feet</u>	<u>Cost mil and Asph.</u>	<u>Curbing Feet</u>	<u>Material</u>	<u>EstimatedCost</u> <u>st</u>	<u>Sidewalk Feet</u>	<u>Material</u>	<u>EstimatedCost</u>	<u>Drainage Cost</u>	<u>Total Project</u>	<u>Cumulative Total</u>
Fox Hollow	1450	\$110,239.00	0	0	\$0	1,450	Asph.	\$5,000	\$115,000	\$230,239	
Garden Drive	1650	\$167,263.00	0	0	\$0	-	0	\$0	\$120,000	\$287,263	\$517,502
Hill Street - West - Fall	3850	\$359,579.00	4,500	ASPH	\$67,500	7,000	Asph.	\$18,500	\$0	\$445,579	\$963,081
Brenton St	1131	\$82,525.00	-	0	\$0	-	0	\$0	\$10,000	\$92,525	\$1,055,606
Harmon St	400	\$29,187.00	-	0	\$0	-	0	\$0	\$0	\$29,187	\$1,084,793
Oakwood Circle	1158	\$29,187.00	-	0	\$0	-	0	\$0	\$0	\$29,187	\$1,113,980
First St	2025	\$141,847.00	-	0	\$0	-	0	\$0	\$0	\$141,847	\$1,255,827
Foavv Court	1313	\$91,973.00	-	-	-	-	-	-	-	\$91,973	\$1,347,800
Allison Ave	2500	\$175,120.00	850	ASPH	\$12,750	2,000	Asph	\$6,500	\$6,500	\$200,870	\$1,548,670
Bradbury St	720	\$50,434.00	-	-	-	-	-	-	-	\$50,434	\$1,599,104
Harrisin Ave	815	\$57,089.00	400	ASPH	\$6,000	400	Asph	\$4,500	\$4,500	\$72,089	\$1,671,193
Medicail Center Drive	225	\$15,760.00	-	-	\$0	-	-	\$0	-	\$15,760	\$1,686,953
Possible add Street/Street Scan	360	\$45,000.00	-	-	-	-	-	-	-	\$45,000	\$1,731,953
											\$1,731,953
Bond	360	\$25,217.28	-	-	\$0	-	-	\$0	\$0	\$25,217	\$1,757,170
Crestwood	534	\$37,406.03	-	-	\$0	-	-	\$0	\$0	\$37,406	\$1,794,576
First St	2,025	\$141,847.20	-	-	\$ -	-	-	-	-	\$141,847	\$1,936,424
Pike St	1,400	\$98,067.20	1,000	Granite	\$ 25,000	6,500		\$ 16,500	\$16,500	\$156,067	\$2,092,491
Bacon St - Hill to High	600	\$42,028.80	-	-	-	-	-	-	-	\$42,029	\$2,134,520
Totals :	22,516	\$1,699,770	6750		\$ 111,250	17350		\$ 51,000	\$272,500	\$2,134,520	
Mileage :	4.3		1.28			1.17					

FY2026 Capital Improvement Projects Recommendation No. 1 (E) - Projects Fund 001

Description	Request
Skate Park Feasibility Study	\$ 35,000
Est. FY26 CIP Project Allocation	\$ 806,410
Balance	\$ 771,410



City Council

Meeting Date: June 17, 2025

Meeting Time: 6:00 PM

Agenda Item No: 10.j

Item Description: 2025.85 Approval Capital Paving (CIP) Carry Forward Funds FY25 to FY26

Submitted By: Brian S. Phinney

Supporting Information/Documentation:

20250617 Carry Forward Capital Paving (CIP) Funds FY25 to FY26 - ORDER

Key Terms:

Executive Summary:

As noted in the Brief for item 2025.84, The Capital Projects / Operations Committee recommended carrying forward \$800,000 of FY25 capital paving funds in order to continue work in the paving queue. This Order reflects the requested carry forward. The *Detailed Review* section reflects the request and provides context for the request. The bold highlighted text references the carry-forward component of the capital paving plan.

Detailed Review:

The FY2026 Budget included an appropriation for capital improvement projects (CIP) in the amount of \$2,148,710. The Capital Projects / Operations Committee (Committee) is charged with recommending the allocation of the CIP funds to the City Council for adoption. The Committee met on June 11th to review and make allocation recommendations for the FY2026 CIP.

As presented to the Committee in May, the CIP funds are divided across three main categories - capital vehicle purchases, capital projects, and capital paving. The proposal is to assign approximately \$422,300 to vehicle purchases, approximately \$900,000 to capital paving, and approximately \$806,410 to CIP projects. As you are aware, the City is behind schedule completing the Annual Comprehensive Financial Reports (ACFR), commonly referred to as the "annual audit". Finance staff are currently working with a consultant to balance the various accounts and ledgers for FY24 and FY25. Without accurate account balance data for projects, it is difficult to ensure accurate allocation of funds. This is currently impacting the proposed

paving allocation and project allocation. To ensure decisions are based on realistic estimates, it was initially proposed that the Committee table the allocation of the FY26 Paving and FY26 Project funds until the regular August meeting in order to allow Finance staff time to ensure complete and accurate project account reconciliations. Instead, the Committee opted to make allocations in phases to allow existing paving projects to move forward, vehicle purchase orders to be placed, and one of the projects to get underway. The allocation recommendations have been separated by category for ease of discussion. Attachment *20250617 FY26 Capital Projects Operations Committee Rec No. 1 - Summary* depicts the preliminary proposed distribution of the CIP funds among the categories, the Committee's recommendation No.1, and the balance to be allocated at a future meeting. The Committee's G. F. recommendation No. 1 totals \$835,700. The balance of the recommendations will be determined at a future committee meeting once the account and project balances have been confirmed. Each of the allocations is discussed below.

Recommendation 1(A) - Vehicle Recommendation, General Fund 001

The vehicle recommendation included a detective vehicle, front end loader, skid steer loader, mid-excavator, zero-steer mower, F-600 recycling vehicle, marine rescue boat, and the ordering of a fire truck (pumper) for a total of \$422,300. The Committee authorized the requested allocations with the following exceptions.

- The 213 detective vehicle be charged to the Asset Forfeiture Account (Fund 268)
- The marine patrol boat be charged to the Mooring Fee Fund (Fund 202)

See attachment, *20250617 FY26 Capital Projects Operations Committee Rec No. 1(a) - Vehicle Fund 001*.

Recommendation 1(B) - Vehicle Recommendation, Sewer Fund 601

As part of the department budget presentation process, Public Works proposed the purchase of a wastewater pump truck and a new camera vehicle. The equipment recommendation was adopted by the Committee. The funding for the equipment comes from the Sewer Fund rather than the G.F. The expenses will be assigned to two different account lines. The wastewater pump truck will be assigned to the \$100,000 capital allocation. The camera truck is listed here but was approved as part of the budget process. The camera truck will be assigned to 35102-60303 as discussed during the budget process. The total allocation is \$47,368 in leases.

See attachment, *20250617 FY26 Capital Projects Operations Committee Rec No. 1(B) - Vehicle Fund 601*.

Recommendation 1(C) - Vehicle Recommendation Fund 268 and Fund 202

As noted above, the Committee adopted the recommendation for the detective vehicle and the

marine patrol unit, but motioned to have the purchases assigned to the Asset Forfeiture Account (Fund 268) and the Mooring Fee Fund (Fund 202), respectively.

See attachment, *20250617 FY26 Capital Projects Operations Committee Rec No. 1(C) - Vehicle Fund 268 and Fund 202.*

Recommendation 1(D) - Capital Paving

The Public Works Department maintains a running list of paving projects associated with the annual CIP allocation and other projects that may include paving as a component. The construction season in Maine for paving is generally April to November. The actual seasonal start and end dates are weather-dependent from year to year.

The City's fiscal year is July 1 through June 30, annually. The budget for a particular fiscal year starts July 1. By this time, most contractors have their work scheduled for the summer. For this reason, the City's paving funds allocated through CIP most often result in carryover from the prior year. The work from July through November is typically performed under the prior year's funding. The current year's CIP is used to complete potentially missed prior year paving projects and is used for allocations toward project bids that span April through June of the current year and July through November of the next fiscal year. From a practical perspective, if this process was not in place, the City would likely be bidding July to November projects with few bidders or receiving bids priced at a premium given typical contractor availability.

As referenced above, the City is currently behind on the Annual Comprehensive Financial Report (ACFR), having just completed the FY23 ACFR and working to complete the FY24 ACFR while preparing for the FY25 ACFR. Due to the ongoing work in Finance to reconcile the various funds and accounts, there are a number of project balances to be reconciled. Due to this uncertainty, there is a lack of confidence in project and account balances. This makes it difficult to allocate, with certainty, the funds needed to complete existing projects for paving. As a result, the Committee allocated a portion of the paving funds with the intent to allocate the remainder once the reconciliation has been completed. The CIP Paving recommendation from the Committee comes in two parts. First, the Committee moved to carry forward \$800,000 in FY25 Capital Paving Funds, which will involve a separate Order. The Item reflects the "separate Order". The second part is the partial allocation of FY26 Capital Paving funds. The partial allocation is a result of uncertainty with existing project/paving balances. At this time, the FY26 Capital Paving allocation recommendation totals \$500,000 with the funds directed to paving a portion of Hill Street, Brenton St, Harmon St, Oakwood Circle, and First St. Fox Hollow and Garden Drive are on the paving list for but covered by funding from the proposed FY25 carry over.

See attachment, *20250617 FY26 Capital Projects Operations Committee Rec No. 1(D) - Capital Paving.* The dark-shaded rows reflect FY25 carry over and the lightly shaded rows reflect the partial FY26 Capital Paving allocation.

Recommendation 1(E) - Capital Projects

Finally, one project was advanced by the Committee under recommendation No. 1. This is the Skate Park Feasibility Study in the amount of \$35,000. The consensus of the Committee was that this work should be started as soon as possible so that information is available for the FY27 budget work or potentially in time for a November bond referendum if considered by the Council. The balance of the FY26 Capital Projects will be addressed in recommendation No. 2.

See attachment, *20250617 FY26 Capital Projects Operations Committee Rec No. 1(E) - Capital Projects*.

Funding Source:

Funding for the FY2026 Capital Projects / Operations Committee Recommendations are as follows:

Fund 001 - \$800,700 vehicle & paving (various)

Fund 601 - \$47,386 vehicle (wastewater pumper and camera)

Fund 268 - \$41,600 vehicle (detective)

Fund 202 - \$80,000 vehicle (marine unit)

Staff Recommendation:

Staff recommends acceptance of Capital Projects / Operations Committee Recommendation No. 1 (A-E)

City of Biddeford



2025.85 IN BOARD OF CITY COUNCIL..... JUNE 17, 2025

BE IT ORDERED, that the \$800,000 in FY25 capital paving, deducting any encumbrances, be roled forward to the FY26 capital paving account for completion of Fox Hollow, Garden Drive and a portion of Hill Street, in accordance with the FY25 Capital Paving Plan to complete the paving projects.

Attest by: _____



City Council

Meeting Date: June 17, 2025
Meeting Time: 6:00 PM
Agenda Item No: 10.k
Item Description: 2025.78 Approval/ PW Wastewater Service Vehicle
Submitted By: Jeff Demers

Supporting Information/Documentation:

2025.78 PW unit #10 -ORDER, PW Wastewater Unit 10 - Specifications - REFERENCE

Key Terms:

Vehicle purchase

Executive Summary:

Purchase of Service vehicle for the Waste water Department.

Detailed Review:

The public works department is requesting the approval to purchase one 2025 F-600 Cab and Chassis HD pickup truck for the public works/waste water department. Public works posted and RFP on March 18, 2025. Four vendors supplied bids. Please see the attached bid tabulation sheet. The Bid tab sheet shows the total price of truck and body. The body portion is the price of the lower body that did not meet specifications being the Knapheide. The requested vehicle will replace the unit 610 cube van that has run its cycle in the public works department. The frame is rotted and will not get a sticker going forward. Public works also requested bids for a new utility maintainer body. None of the vendors supplied a price for the requested maintainer body as mentioned above. Public works will purchase the maintainer body for the price of \$117,000 installed. Staff spec'd the truck with a maintainer body because we have the same body as unit #604, which is 5 years old and has proven to be very well-built with zero mechanical issues to date. The maintainer is built of 1/8-thick aluminum. The other bodies are built with a double wall of thinner aluminum. The maintainer body has 56-inch-tall cabinets with stainless-steel door handles. The taller compartments are needed for all the necessary tools and parts on a daily basis. The maintainer has a rear bumper designed as a workstation and better for towing the generators as needed. Also, it allows side entry into the bed of the truck, which makes it safer in traffic. The other body, being the Knapheide leads to a couple of other operational issues. The bumper is not built as a work station, and the tow-hitch design will be difficult to tow the generators and only has rear entry into the bed area, causing a safety

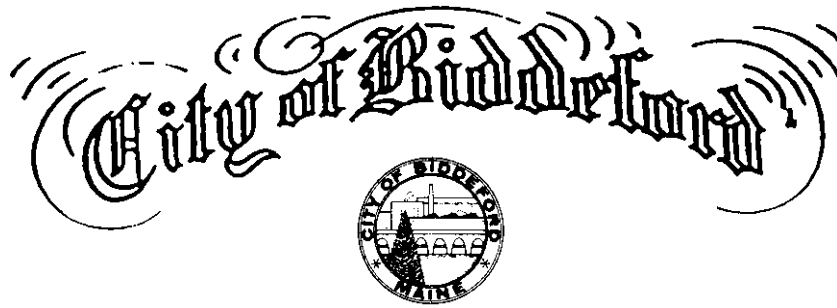
issue for traffic.

Funding Source:

The amount being requested is \$177,260. This vehicle was budgeted for FY2025 CIP Vehicles. The acting City manager and public works' director recommend paying \$50,000 cash and leasing the remainder for 10 years. This will leave approximately a balance of \$25,000.

Staff Recommendation:

Staff recommends purchasing one 2025 Ford F-600. The cost of just the cab and chassis is \$61,760. The cost of the maintainer body and crane is \$117,000. Staff is recommending trading in the vehicle to be replaced being a 2010 Ford E-450, Box vehicle for \$1,500. The total being requested for the Cab, chassis and maintainer box is \$177,260.



2025.38

IN BOARD OF CITY COUNCIL... June 17, 2025

BE IT ORDERED, that the City Council approves the purchase of (1) 2025 F-600 truck and (1) Maintainer body with crane for the wastewater department for a total sum of \$177,260. Funds for this purchase are in FY 25 CIP. \$50,000 cash and a lease option for the remainder of \$127,260.

Attest by: _____

PRODUCTS (/PRODUCTS/)

Home (/) > Products (/products/) > Truck Bodies (/products/trucks/) > Service Mechanics Bodies (/products/trucks/service/) > Signature Series 1 Aluminum Service Truck Accessories (/products/trucks/service-truck-accessories/)

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Hydraulic Cranes
(/products/cranes/hydraulic-cranes/)

EH5520 Electric Crane
(/products/cranes/eh-5520-electric-hydraulic-crane/)

EH4520 Electric Crane
(/products/cranes/eh4520-electric-hydraulic-crane/)

EH3516 Electric Crane
(/products/cranes/eh3516-electric-hydraulic-crane/)

Model 65620 (/products/cranes/model-65620/)

Models 75624 & 75630
(/products/cranes/models-75624-75630/)

Models 85624 & 85630
(/products/cranes/models-85624-85630/)

MAINTAINER CONNECT (/PRODUCTS/MAINTAINER-CONNECT/)

OPTIONS & ACCESSORIES (/PRODUCTS/ACCESSORIES/)

Air Compressors
(/products/accessories/air-compressors/)

SIGNATURE SERIES 1 ALUMINUM



Signature Series 1 Aluminum available in 11' body length

Standard Features:

- Body, crane tower, outriggers rated at 40,000 ft*lb. moment rating
- Body Substructure: frame constructed of 10" formed aluminum main sills with crossmembers and structural tubing on 12" spacing
- 1/8" aluminum compartment construction
- 49" wide center deck width
- 56" tall x 23" deep compartments
- 164 cu. ft. of storage capacity
- 26" rear workbench bumper with lighted recessed step
- Recessed fuel fills
- Ribbed compartment floors
- (6) flush mounted D-ring tie downs
- 10" slam-latch aluminum tailgate
- 3/16" single piece recessed aluminum doors
- D-ring stainless steel compression door latches
- Gas spring door holders
- Aluminum drip rail above compartments
- 250 lb. capacity adjustable aluminum shelving
- 3-point center deck access with safety yellow handles
- PPG etch-primed, urethane-primed and painted
- Undercoating
- Master lock system
- 97 db backup alarm

[Auxiliary Power Units \(APU's\)](#)
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City Council

Meeting Date: June 17, 2025

Meeting Time: 6:00 PM

Time:

Agenda Item 10.I

No:

Item 2025.86 Approval Authorization to Accept Grant Award 3-23-0009-021-2025 -

Description: Biddeford Airport

Submitted By: Brian S. Phinney, Acting City Manager

Supporting Information/Documentation:

20250617 2025.86 Authorization for Airport Grant 3-23-0009-021-2025 - ORDER, 2025 B19-NEG-3-23-0009-021-2025-Grant Apron Reconstruction - AGREEMENT - Apron -

Key Terms:

Executive Summary:

Approval of this Order authorizes the city manager to sign a Grant Agreement with the Federal Aviation Administration for reconstruction of the terminal apron at the Biddeford Airport (B-19). The Grant awards \$454,947 from the FAA, \$11,973 from the State, and \$11,973 in local matching funds.

Detailed Review:

In January of this year, the City Manager submitted an application for an airport improvement project. The project entails reconstruction of the terminal apron (248 ft x 208 ft). The City has received notice of award in the grant amount of \$454,947. The total project cost is estimated to be \$478,893, with \$445,947 in grant funds, \$11,973 from the State and \$11,937 in local match (2.5% local match).

The terms of the grant require the City Council to authorize an individual to sign the grant agreement. A copy of the grant agreement and Order for authorization is included in the packet.

Funding Source:

The grant award requires a 2.5% local match, equivalent to \$11,973. The Airport Fund has typically operated at a deficit. The Fund currently has a negative balance of approximately - \$550,976. Aside from this match requirement, the Fund is budgeted for FY26 to be cash-positive in the amount of \$4,494 as a result of diligent efforts from the Public Works Department. It is proposed that the balance of the match, in the amount of \$7,479, be allocated from the General Fund, 10013-30100. As the Fund generates positive cash in future years, the deficit will be repaid to the General Fund.

Staff Recommendation:

The FAA Grant opportunity leverages \$466,920 for an investment of \$11,973.

City of Biddeford



2025.86 IN BOARD OF CITY COUNCIL..... JUNE 17, 2025

BE IT ORDERED, that the Biddeford City Council hereby accepts Department of Transportation, Federal Aviation Administration grant award Project No. 3-23-0009-021-2025 for reconstruction of the terminal apron at the Biddeford Municipal Airport;

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to execute the *FY25 Airport Infrastructure Grant, Grant Agreement* for Grant No. 3-23-0009-021-2025 as the City's authorized representative.

Note: Funding for the local grant match shall be charged to 31240-60306 (\$4,494) with the balance in the amount of \$7,479 reasigned from the General Fund, account 10013-30100 for a total local match of \$11,937.

Attest by:_____



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
New England Region
CT, ME, MA, NH, RI, & VT

Airports Division (ANE-600)
1200 District Avenue
Burlington, MA 01803

May 22, 2025

Mr. James Bennett
City Manager
Biddeford Municipal Airport
205 Main St.
Biddeford, ME 04005

Dear Mr. Bennett:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. 3-23-0009-021-2025 at Biddeford Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized **no later than June 25, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Jason Homiak, (781) 238-7609, jason.r.homiak@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


[Julie Seltsam-Wilps \(May 22, 2025 06:31 EDT\)](#)

Julie Seltsam-Wilps
 Deputy Director, Airports Division



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date May 22, 2025

Airport/Planning Area Biddeford Municipal Airport

Airport Infrastructure Grant
Number 3-23-0009-021-2025

Unique Entity Identifier NAC3GQKB9G36

TO: City of Biddeford, ME

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated January 22, 2025, for a grant of Federal funds for a project at or associated with the Biddeford Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Biddeford Municipal Airport (herein called the "Project") consisting of the following:

Reconstruct Terminal Apron Phase II - 70.116% of Construction,
which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$454,947.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning;

\$454,947 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. **Close Out and Termination**

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
- (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
- (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
- (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
- (5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor **on or before June 25, 2025**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of IJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor

by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

1. *Posting of contact information.*
 - a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
2. *Provisions applicable to a recipient that is a private entity.*
 - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in person, including the following acts;
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with performance under this Grant; or
 - b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR

Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*
 - a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with performance under this Grant; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
4. *Provisions applicable to any recipient.*
 - a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
 - b. The FAA’s right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:
 - c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
 - d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
5. *Definitions.* For purposes of this Grant award, term:
 - a. “Employee” means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.
 - b. “Private entity” means:
 - i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - ii. The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt

bondage,” and “involuntary servitude” have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **IJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated September 8, 2020, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights

laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024**. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

<https://www.congress.gov/bill/118th-congress/house-bill/3935/text>

30. **Applicable Federal Anti-Discrimination Laws**. Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

- a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
- b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements**. The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

- (1) additional conditions on the award;
 - (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - (3) any other remedy legally available.
- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).
33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

35. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
36. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
37. **Usable Unit of Development.** The FAA and the Sponsor agree this Grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the airport Sponsor understands and agrees that the work described in this

Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Julie Seltsam-Wilps
Julie Seltsam-Wilps (May 22, 2025 06:31 EDT)
(Signature)

Julie Seltsam-Wilps
(Typed Name)

Deputy Director, Airports Division
(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Biddeford, ME

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Maine. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
 - c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
 - d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Biddeford, ME**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of January 22, 2025.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and
 - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

Application for Federal Assistance SF-424

*1. Type of Submission:

☐ Preapplication☒ Application☐ Changed/Corrected Application

*2. Type of Application

☒ New☐ Continuation☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received: 1-9-2025

4. Applicant Identifier:

B19

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Biddeford

*b. Employer/Taxpayer Identification Number (EIN/TIN):
01-6000023*c. UEI:
NAC3GQKB9G36**d. Address:**

*Street 1: 205 Main Street

Street 2:

*City: Biddeford

County/Parish: York

*State: ME

*Province:

*Country: USA: United States

*Zip / Postal Code 04005-2414

e. Organizational Unit:

Department Name:

City of Biddeford

Division Name:

Biddeford Airport Commission

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: James

Middle Name:

*Last Name: Bennett

Suffix:

Title: City Manager

Organizational Affiliation:

City of Biddeford, Maine

*Telephone Number: (207) 284-9313

Fax Number: (207) 571-0678

*Email: james.bennett@biddefordmaine.org

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Biddeford, York County, Maine

***15. Descriptive Title of Applicant's Project:**

Reconstruct Terminal Apron (Approx. 248 LF x 208 LF)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: 1st

*b. Program/Project: 1st

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 09/24/2024

*b. End Date: 09/30/2026

18. Estimated Funding (\$):

*a. Federal	\$ 454,947
*b. Applicant	\$ 0
*c. State	\$ 11,973
*d. Local	\$ 11,973
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 478,893

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: James

Middle Name: _____

*Last Name: Bennett

Suffix: _____

*Title: City Manager

*Telephone Number: (207) 284-9313

Fax Number: (207) 571-0678

* Email: james.bennett@biddefordmaine.org

*Signature of Authorized Representative:

Signed by:

James Bennett

*Date Signed: 01/08/2025

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