



**City of Biddeford
City Council**

August 5, 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: 951 6483 0003

Passcode: 834515

1. Roll Call
2. Pledge of Allegiance
3. Adjustment(s) to Agenda
4. Public Hearing
 - 4.a “The Eleventh Amendment to the Rte. 111-Mill Redevelopment Transit-Oriented Municipal Development and Tax Increment Financing District”
5. Recognition
 - 5.a Recognizing the Biddeford High School Varsity Baseball Team as the 2025 Class A State Champions
6. Appointments
 - 6.a 2025.99 Mayoral Appointment to a Committee- Citizen
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 7-15-25
9. Second Reading
 - 9.a 2025.98 Approval Amend Council Rules
10. Orders of the Day
 - 10.a 2025.95 Approval Special Event Fringe Festival
 - 10.b 2025.96 Approval Special Event River Jam

- 10.c 2025.90 Approval Non-Union COLA Recommendation for 4% Cost-of-Living Adjustment (COLA) for Non-Union Employees – Effective July 1, 2025
- 10.d 2025.105 Approval / Lease Renewal, St. Louis Alumni Association - J Richard Martin Community Center
- 10.e 2025.100 Approval Funding for Biddeford Food Pantry
- 10.f 2025.101 Approval Bond Question 1 - Combined Sewer Overflow (CSO) Bond
- 10.g 2025.102 Approval Bond Question 2 - Recreation Facility Improvements
- 10.h 2025.103 Approval Charter Revision Referendum Question
- 10.i 2025.104 Approval “The Eleventh Amendment to the Rte. 111-Mill Redevelopment Transit-Oriented Municipal Development and Tax Increment Financing District”
- 10.j 2025.106 Approval Resolution Westbrook Development
- 11. Committee of the Whole
 - 11.a Review of City Hall Hours
- 12. Public Addressing the Council
(5 minute limit per speaker)
- 13. City Manager Report
- 14. Committee Updates by Council
- 15. Other Business
- 16. Council President Addressing the Council
- 17. Mayor Addressing the Council
- 18. Executive Session
 - 18.a 1 M.R.S. § 405(6)(E) Legal Matters
- 19. Adjourn

**CITY OF BIDDEFORD
NOTICE OF PUBLIC HEARING**

**Regarding
“The Eleventh Amendment to the Rte. 111-Mill Redevelopment Transit-Oriented
Municipal Development and Tax Increment Financing District”**

Notice is hereby given that the City of Biddeford (the “City”) will hold a public hearing on:

**August 5, 2025
at 205 Main Street, Biddeford, ME 04005,
at 6:00 p.m.**

The purpose of the public hearings is to receive public comments on the following items pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended:

- (1) The Eleventh Amendment to the Rte. 111-Mill Redevelopment Transit-Oriented Municipal Development and Tax Increment Financing District and Development Program (the “Rte. 111 District”) seeks to extend the term of the District by 20 years, add approximately 1.16 acres to the District, allow for the City to enter into credit enhancement agreements with Westbrook Development Corporation or its affiliates related to the provision of affordable senior housing, and amend the project costs in the development program.

A copy of the relevant materials relating to the proposed amendments and credit enhancement agreement will be on file with the City and a copy can be requested from the City by calling 207-284-9307 prior to the public hearing and requesting a copy be mailed or emailed to you. All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time.

Public comments will be taken at the hearing and written comments should be submitted to Nan Whitten at nan.whitten@biddefordmaine.org. Written comments will be accepted until 4:00 pm the day before.

**ECONOMIC DEVELOPMENT
CITY OF BIDDEFORD, MAINE**

*An Application for a Municipal Development and Tax Increment Financing District
Development Program*

**ELEVENTH AMENDMENT TO
RTE. 111-MILL REDEVELOPMENT TRANSIT-ORIENTED MUNICIPAL TAX
INCREMENT FINANCING DISTRICT DEVELOPMENT PROGRAM**

Approved by:

City of Biddeford

August 5, 2025

TABLE OF CONTENTS

	<u>Page</u>
I. Introduction.....	1
II. Eleventh Amendment to Development Program	1
III. Eleventh Amendment Municipal Approvals	3
A. Notice of Public Hearing	3
B. Minutes of Public Hearing and City Meeting	3
C. Authorizing Votes	3

Exhibit List

A	Tax Map of Parcel Being Added
B	Tax Map Delineating District Property
C	Statutory Requirements and Thresholds Form
D-1	Captured Assessed Value & TIF Revenue Projections
D-2	Tax Shift Benefits
E	Assessor Certificate of Amended Original Assessed Value
F	Notice of Public Hearing
G	Public Hearing Minutes
H	City Council Order

I. Introduction

The Rte. 111-Mill Redevelopment Transit-Oriented Municipal Tax Increment Financing District (the “District”) and Development Program (the “Development Program”) was first designated by the City of Biddeford (the “City”) on June 1, 2004 to begin on July 1, 2004 for a term of twelve (12) years, ending on June 30, 2016. The District and Development Program were approved by the Maine Department of Economic and Community Development (“DECD”) on August 24, 2004. The City of Biddeford (the “City”) created the District in order to capture increased assessed value from real property and personal property improvements made within the district and to utilize tax increment revenues to fund a variety of economic development expenditures by the City.

The *First Amendment* to the District and Development Program, approved by DECD on March 14, 2007, included the following:

- (1) Extending the term from twelve (12) to fourteen (14) years, through and including the City’s fiscal year 2018;
- (2) Adding seven (7) properties to the District, increasing the number of parcels to 32; and
- (3) Adding certain projects to the approved project list.

The addition of the new property in the District resulted in a new total District acreage of 258.31 acres and a new original assessed value of \$7,518,900.

The *Second Amendment* to the District and Development Program, approved by DECD on July 23, 2008, included the following:

- (1) Officially renaming the District to the “Rte 111-Mill Redevelopment TIF District;”
- (2) Extending the term from fourteen (14) years to twenty-five (25) years;
- (3) Adding and deleting some of the District parcels resulting in a net 50 parcels totaling 206.18 acres and a higher original assessed value of \$21,192,100;
- (4) Adding the ability of the City to utilize credit enhancement agreements in conjunction with the District; and
- (5) Adding certain projects to the approved project list.

The acreage of the District from the Second Amendment until the Fifth Amendment was 206.18 acres and the original assessed value of the District from the Second Amendment until the Fifth Amendment is \$21,192,100. No changes to the physical District were made in the Third Amendment or the Fourth Amendment.

The *Third Amendment* to the District Development Program, also approved by DECD on July 23, 2008, included the following:

- (1) Adding certain projects to the approved project list; and
- (2) Adding a credit enhancement agreement concept whereby North Dam, LLC would be provided payments of TIF revenues with a cap of \$2,077,361 in order to assist the company with its mixed-use redevelopment project.

The *Fourth Amendment* to the Development Program, approved by DECD on August 17, 2013, extended the term of the TIF District to the maximum term of years (30) and expanded the list of approved project costs, allowing, among other things, the use of TIF revenues to pay for the transfer of ownership of the Maine Energy Recovery Company, LP (MERC) to the City.

The *Fifth Amendment* to the Development Program, approved by DECD on September 6, 2013, reduced the acreage of the District to create two new Municipal Affordable Housing Development and Tax Increment Financing districts, specifically the *Lofts at Saco Falls Municipal Affordable Housing Development and Tax Increment Financing District*, 0.83 acres, and the *Laconia House Municipal Affordable Housing Development and Tax Increment Financing District*, 0.39 acres, reducing the District to 204.96 acres. Prior to the Fifth Amendment, the District had an Original Assessed Value of \$21,192,100. The Fifth Amendment reduced the Original Assessed Value of the District to \$20,336,192 with both the *Lofts at Saco Falls* (\$560,184.00) and the former *Laconia House* area (\$295,724) removed.

The *Sixth Amendment* to the District, reduced the District acreage by a small amount, and was approved in conjunction with termination of the existing *Laconia House Municipal Affordable Housing Development and Tax Increment Financing District* and the designation of the New Laconia House Municipal Affordable Housing Development and Tax Increment Financing District. In effect, the City relocated the prior *Laconia House Municipal Affordable Housing Development and Tax Increment Financing District*, an affordable housing TIF district that is located completely within the District. The Sixth Amendment reduced the District acreage to 204.55 acres and reduced the original assessed value of the District to \$20,260,315.

The *Seventh Amendment* to the District was undertaken in order to facilitate and encourage the redevelopment of the Lincoln Mill through an increase in the captured value percentage for a particular parcel known on City Tax Maps as Map 71, Lot 5 to 100% and provide a credit enhancement agreement to the developers of the Lincoln Mill parcel for a maximum of \$150,000 in reimbursed property taxes per year for five (5) years.

The *Eighth Amendment* to the District increased the captured value percentage for one parcel located within the District, known as Tax Map 71, lot 11, to 100% and authorized an amendment and extension to an existing credit enhancement agreement to be executed with North Dam, LLC.

The *Ninth Amendment* to the District removed parcels identified on City Tax Maps as 71-9 (1.07 acres) and 71-9-3 (0.058 acres) in order to make such area available for a new district to include the Riverdam project.

The *Tenth Amendment* to the District and Development Program, approved by DECD on March 19, 2021, included the following:

- (1) Officially rename the District to the “Rte. 111-Mill Redevelopment Transit-Oriented Municipal TIF District”;
- (2) Convert the District to a Transit-Oriented District;
- (3) Remove Tax Map/Lot 40-56 from the District in order to make the area available

- to designate the Saco-Lowell Municipal Development and Tax Increment Financing District; and
- (4) Added four new project costs to the list of approved projects.

II. Eleventh Amendment to Development Program

The City now wishes to further amend the Development Program (the “Eleventh Amendment”) in order to extend the term of the District for an additional twenty (20) years pursuant to 30-A M.R.S. § 5224(2)(H)(1), to end June 30, 2054. The District will continue to operate according to the Development Program as amended until June 30, 2034. The extended term of the District shall begin on July 1, 2034 and run through June 30, 2054. During the extended term of the District, the City will allocate at least seventy-five percent (75%) of the captured revenue within the District for affordable housing projects, transit-oriented development, or a combination of both. The remaining twenty-five percent (25%) of the captured revenue will be available for use to the extent those projects would not otherwise qualify as affordable housing projects or transit-oriented development.

Additionally, the City wishes to add parcels known as Tax Map/Lot 71-2, Lots 1B and 1C into the District to allow for the addition of affordable housing. The City wishes to enter into two separate credit enhancement agreements to be executed with Westbrook Development Corporation and/or its affiliate entities (the “Developer”) starting July 1, 2026 (2027 Fiscal Year) for a period of twenty-eight (28) years until June 30, 2054. The Developer’s will construct two separate affordable senior housing buildings on the parcels to be added. Quebec Commons will be located on Lot 1B (27,812 SF) and The Acadia will be located on Lot 1C (22,511 SF), located at 15 Pearl Street in downtown Biddeford, Maine (“the Project”). These parcels are part of the former MERC (Maine Energy Recovery Company) waste-to-energy plant, which has since been demolished to the foundations.

These parcels will be developed as separate projects with separate construction budgets, on separate timelines, and owned by separate special purpose Limited Partnerships. Each building will contain 45 one-bedroom units, totaling 90 apartments across two 37,000 square-foot, four-story buildings. Of the 90 units, 80 units will be reserved for households earning below 50% and 60% of Area Median Income (AMI). Oriented around a shared courtyard, the Project will also include amenities such as community rooms, laundry and trash facilities, and ADA-accessible parking. Additionally, the Project will include a new connector street between Lincoln and Pearl Street for emergency access and mid-block permeability.

The Project not only addresses the development of a blighted site but also provides lasting community benefits through the creation of long-term affordable housing in one of Maine’s fastest-growing downtowns and represents a long-awaited transformation of one of Biddeford’s most significant and symbolic redevelopment sites. To achieve this, the City will capture seventy-five (75%) of the Increased Assessed Value on these lots and reimburse the Developer one hundred percent (100%) of those revenues.

Finally, the City wishes to amend the project costs as laid out in **Table 1**. The existing Development Program shall remain in full force and effect in all other material respects except for the changes described herein.

TABLE 1: City of Biddeford's Project Costs

b. Previously Approved Project Costs

Project	Cost Estimate	Additional Information
1. <u>Public Safety Communications Equipment:</u> The Mill area of the District includes buildings and structures that do not work well with the public safety communications systems and thus requires upgrades for maintaining the safety of newly- redeveloped and redeveloping area of the City.	\$1,500,000	30-A M.R.S. § 5225(1)(A)(1); 30-A M.R.S. § 5225(1)(B)(1); 30-A M.R.S. § 5225(1)(B)(2) Completed.
2. <u>Mill Sub-District Capital Expenditures and Economic Development Events and Programs:</u> Includes but is not limited to specialized snow removal and street/sidewalk cleaning equipment and other capital expenditures for District area property to facilitate access to and within the City center area and to pay for other economic development related programs, amenities and events.	\$200,000	30-A M.R.S. § 5225(1)(A)(1); 30-A M.R.S. § 5225(1)(B)(1); 30-A M.R.S. § 5225(1)(C)(1); 30-A M.R.S. § 5225(1)(C)(6) No action taken yet..
3. <u>Transit-related and Parking Improvements and Other Costs¹:</u> Transit-related capital costs and limited operational costs of new or expanded transit service. Such limited operational costs shall include transit operator salaries, transit vehicle fuel and parts replacements. Specifically, the bus system serving Biddeford is being restructured to provide new and expanded service routes, including a new circulator, to the District area specifically in response to the ongoing redevelopment there. Also includes additional parking improvements in and to serve the District, including any plans, design and other costs associated therewith. This parking related infrastructure includes the demolition of the former Maine Energy Recovery Company stack to allow for stormwater retention facility needed to construct parking facilities.	\$1,630,000	30-A M.R.S. § 5225(1)(A); 30-A M.R.S. § 5225(1)(A)(8); 30-A M.R.S. § 5225(1)(B)(1); 30-A M.R.S. § 5225(1)(C)(7) Ongoing.

¹ The City will not be demolishing the stack in the near future, and the stormwater retention facility has been constructed. The rest of the project cost remains in full effect.

4. <u>Trails/Pedestrian Improvements and Amenities and Related Capital Improvements:</u> Costs associated with new or existing recreational trails and/or sidewalks and walkways in the City, primarily in and around the Mill area of the City, including but not limited to planning, design, construction, maintenance, grooming and improvements. Also includes integration with intermodal improvements within the District and potential for second bridge to cross the river as well as connection between the Riverwalk and the Eastern Trail.	\$2,000,000	30-A M.R.S. § 5225(1)(A)(1); 30-A M.R.S. § 5225(1)(C)(6) No action taken yet.
PROJECTS FROM 4th AMENDMENT (August 2012):		
5. <u>Transfer of Ownership of Maine Energy Recovery Company, LP (MERC) parcel and related site costs (outside the District):</u> Transfer to be accomplished in order to alter the use of a large parcel located at the center of Biddeford's downtown and the District to a use more compatible with downtown businesses. Includes bringing parcel into City ownership and site costs required to prepare parcel for uses more consistent with surrounding District uses.	\$3,000,000 (spread over 20 years in equal annual installments)	30-A M.R.S. § 5225(1)(C)(2) Ongoing.
6. <u>Commercial Revolving Loan and Grant Fund:</u> Establish a new commercial revolving loan and grant fund to assist with business start-up and expansion with emphasis upon downtown businesses, and to be used as the local match for certain private, state and federal grants.	\$30,000 (initial principal amount)	30-A M.R.S. §5225(1)(C)(3) & §5230 Not Yet Undertaken.
7. <u>Economic Development Programs:</u> Costs of funding economic development programs or events developed by the municipality or funding the marketing of the municipality as a business or arts location. Includes but is not limited to the municipal façade program, the creation of the mill master plan and City marketing expenditures.	\$400,000	30-A M.R.S. §5225(1)(C)(1) Mill Master Plan (under 5225(1)(A)) is complete, other projects are ongoing.
8. <u>Rte 1 (Elm St.) Reconstruction.</u>	\$750,000	30-A M.R.S. §5225(1)(B) Ongoing.
9. <u>Capital Costs:</u> BFD Pre-Emption Equipment.	\$30,000	30-A M.R.S. §5225(1)(A) Ongoing.

10. <u>Capital Costs:</u> BPD Cruisers.	\$112,180	30-A M.R.S. §5225(1)(A) Ongoing.
11. <u>Capital Costs:</u> DPW Plow Trucks.	\$371,875	30-A M.R.S. §5225(1)(A) Ongoing.
12. <u>Fees, Charges, Administration.</u>	\$445,020	30-A M.R.S. §5225(1)(A) Ongoing.
13. <u>Mill “Sub-district”</u> - Central Parking Facility.	\$15,000,000	30-A M.R.S. §5225(1)(A) Ongoing.
14. <u>Mill “Sub-district”</u> - Riverwalk & Pedestrian Connector (Saco Island).	\$2,000,000	30-A M.R.S. §5225(1)(A) & 5225(1)(B) Completed.
<u>Subtotal</u>	\$27,469,075	

b. Projects to Be Added in this Eleventh Amendment

Project Cost	Cost Estimate	Statutory Citation
15. <u>Affordable Housing:</u> Authorized project costs for improvements as described in Title 30-A M.R.S. Section 5249 in support of municipal economic development activities regardless of whether such costs are within an affordable housing development district as defined in Title 30-A M.R.S. Section 5246, subsection 2; costs associated with the operation and financial support, including through grants and loans, of affordable housing in the municipality; Costs associated with the operation and financial support of: (a) Affordable housing in the municipality to serve ongoing economic development efforts, including the further development of the downtown tax increment financing districts; and (b) Housing programs and services to assist those who are experiencing homelessness in the municipality or plantation as defined in the municipality's development program; Costs associated with the development and operation of affordable housing or housing services for persons who are experiencing homelessness as defined in the municipality's development program.	\$1,000,000	30-A M.R.S. §5225 (1)(A)(9), (1)(B)(4), (1)(C)(11), (1)(E)

16. Facilities Improvements: Costs related to the construction, alteration or expansion of any facilities not located within the district that are required due to improvements or activities within the district, including, but not limited to, sewage treatment plants, water treatment plants or other environmental protection devices; storm or sanitary sewer lines; water lines; electrical lines; improvements to public safety facilities; and amenities on streets.	\$4,000,000	30-A M.R.S. §5225 (1)(B)(1)
Total	\$32,469,075	

The Development District

1. Physical Description

The Eleventh Amendment will add approximately 1.16 acres designated on City Tax Map/Lot 71-2, Lots 1B and 1C as recorded at the York Registry of Deeds Book 449, Page 42. The Eleventh Amendment will bring the total acreage to approximately 201.04 acres. A map of the portion of the parcel to be added in the Eleventh Amendment is shown in Exhibit A attached hereto. The District boundaries are shown in Exhibit B attached hereto.

2. Statutory Requirements and Thresholds

The Statutory Requirements and Thresholds form addressing the acreage and valuation conditions for approval mandated by 30-A M.R.S. § 5226(3) is set forth in Exhibit C.

The actual and estimated captured assessed values and TIF revenues generated for operating years of the District are shown in Exhibit D-1, and the estimated tax shift benefits are set forth in Exhibit D-2.

3. Amended Certification of Original Assessed Value

Prior to this Eleventh Amendment, the District had an original assessed value of \$17,262,899. With this Eleventh Amendment, the District will retain the original assessed value as the acreage being added is tax-exempt. The amended original assessed value is shown in Exhibit E attached hereto.

III. Eleventh Amendment Municipal Approvals

A. Notice of Public Hearing

Attached as Exhibit F hereto is a copy of the Notice of Public Hearing regarding adoption of the Eleventh Amendment to the Development Program for the District, published in a newspaper of general circulation in the City, on a date at least ten (10) days prior to the public hearing. The public hearing on the Eleventh Amendment was held on August 5, 2025, in accordance with the requirements of 30-A M.R.S. § 5226(1).

B. Minutes of Public Hearing

Attached as Exhibit G hereto is a certified copy of the minutes of the public hearing held on August 5, 2025, at which time this Eleventh Amendment to the Development Program was discussed by the public.

C. Authorizing Votes

Attached as Exhibit H hereto is a copy of the City Council Order approving this Eleventh Amendment and minutes of the City Council Meeting, which the Order was adopted by the City at the Council Meeting held on August 5, 2025.

Exhibit A

(Tax Map of Parcel Being Added)

Exhibit B

(Tax Map Delineating District Property)

Exhibit C

(Statutory Requirements and Thresholds Form)

STATUTORY REQUIREMENTS AND THRESHOLDS
Rte. 111-Mill Redevelopment Transit-Oriented Municipal TIF District | AMD-11

SECTION A. Acreage Caps		
1. Total municipal acreage;	14,838	
2. Acreage of proposed Municipal TIF District;	201.04	
3. Downtown-designation ¹ acres in proposed Municipal TIF District;	0	
4. Transit-Oriented Development ² acres in proposed Municipal TIF District;	200.12	
5. Total acreage [=A2-A3-A4] of proposed Municipal TIF District counted toward 2%	0.92	
6. Percentage [=A5÷A1] of total acreage in proposed Municipal TIF District (CANNOT EXCEED 2%).	0.006%	
7. Total acreage of all <u>existing/proposed</u> Municipal TIF districts in municipality including Municipal Affordable Housing Development districts: ³ Adams Point 1.54 Saxon Partners 10.14 Lofts at Saco Fall AHTIF 0.83 Marble Block 0.25 Emery School AHTIF 1.00 Trailside AHTIF 2.24 Riverdam 1.13 Laconia House AHTIF 0.39 Thatcher Brook AHTIF 3.64 Saco-Lowell 3.54 Mission Hill AHTIF 2.3 Rte.111-Mill Redevelopment Transit-Oriented 201.03	Existing	27.00
	Proposed	201.04
	Total:	228.04
30-A § 5223(3) EXEMPTIONS⁴		
8. Acreage of an <u>existing/proposed</u> Downtown Municipal TIF district;	0	
9. Acreage of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts:	200.12	
10. Acreage of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts:		
11. Acreage in all <u>existing/proposed</u> Municipal TIF districts common to ⁵ Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such acreage also factored in Exemptions 8-10 above:		
12. Total acreage [=A7-A8-A9-A10-A11] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	27.92	
13. Percentage of total acreage [=A12÷A1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	0.19%	
14. Real property in proposed Municipal TIF District that is:	ACRES	% [=Acres÷A2]
a. A blighted area;		
b. In need of rehabilitation, redevelopment or conservation;		
c. Suitable for commercial or arts district uses.	201.04	100%
TOTAL (except for § 5223 (3) exemptions a., b. OR c. must be at least 25%)		

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

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

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

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

⁵ PTZ districts approved through December 31, 2008.

STATUTORY REQUIREMENTS AND THRESHOLDS
Rte. 111-Mill Redevelopment Transit-Oriented Municipal TIF District | AMD-11

SECTION B. Valuation Cap			
1. Total TAXABLE municipal valuation—use most recent April 1;	\$4,571,400,000		
2. Taxable Original Assessed Value (OAV) of proposed Municipal TIF District as of March 31 preceding municipal designation—same as April 1 prior to such March 31;	\$17,262,899		
3. Taxable OAV of all <u>existing/proposed</u> Municipal TIF districts in municipality <u>excluding</u> Municipal Affordable Housing Development districts: Adams Point 160,900 Saxon Partners 41,500 Marble Block 518,700 Riverdam 983,700 Saco-Lowell 534,700 Rte.111-Mill Redevelopment Transit-Oriented 17,262,899	Existing	\$2,239,500	
	Proposed	\$17,262,899	
	Total:	\$19,502,399	
30-A § 5223(3) EXEMPTIONS			
4. Taxable OAV of an <u>existing/proposed</u> Downtown Municipal TIF district;			
5. Taxable OAV of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts:	\$17,100,699		
6. Taxable OAV of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts:			
7. Taxable OAV of all <u>existing/proposed</u> Single Taxpayer/High Valuation ⁶ Municipal TIF districts:			
8. Taxable OAV in all <u>existing/proposed</u> Municipal TIF districts common to Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such OAV also factored in Exemptions 4-7 above:			
9. Total taxable OAV [=B3-B4-B5-B6-B7-B8] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	\$2,401,700		
10. Percentage of total taxable OAV [=B9÷B1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	0.05%		

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

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

Exhibit D-1

(Captured Assessed Value & TIF Revenue Projections)

Exhibit D-2

(Tax Shift Benefits)

Exhibit E

(Assessor Certificate of Amended Original Assessed Value)

**CITY OF BIDDEFORD
AMENDED ASSESSOR'S CERTIFICATE**

The undersigned Assessor for City of Biddeford, Maine hereby certifies pursuant to the provisions of 30-A M.R.S. Section 5227(2) that the Original Assessed Value of the 1.16 acres being added to the **Rte. 111-Mill Redevelopment Transit-Oriented Municipal Tax Increment Financing District** in the Eleventh Amendment to the District was \$0 as of March 31, 2025 (April 1, 2024).

Original Assessed Value of Property being Added		
Tax Map & Lot Number (as recorded at York County Registry of Deeds, Book 449, Page 42)	Acreage	Original Assessed Value as of March 31, 2025
71-2, Lot 1B	0.68	\$0
71-2, Lot 1C	0.48	\$0
TOTAL	1.16	\$0

Pursuant to the City Council's approval of the addition of the above referenced acreage, the amended taxable assessed value of the real and personal property in the **Rte. 111-Mill Redevelopment Transit-Oriented Municipal Tax Increment Financing District** will remain \$17,262,899 as the property is the City of Biddeford's and therefore tax exempt.

In witness whereof, this Certificate has been executed as of this ____ day of _____ 2025.

Deanne Vail, C.M.A.
Assessor
City of Biddeford

Exhibit F

(Notice of Public Hearing)

**CITY OF BIDDEFORD
NOTICE OF PUBLIC HEARING**

**Regarding
“The Eleventh Amendment to the Rte. 111-Mill Redevelopment Transit-Oriented
Municipal Development and Tax Increment Financing District”**

Notice is hereby given that the City of Biddeford (the “City”) will hold a public hearing on:

**August 5, 2025
at 205 Main Street, Biddeford, ME 04005,
at 6:00 p.m.**

The purpose of the public hearings is to receive public comments on the following items pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended:

- (1) The Eleventh Amendment to the Rte. 111-Mill Redevelopment Transit-Oriented Municipal Development and Tax Increment Financing District and Development Program (the “Rte. 111 District”) seeks to extend the term of the District by 20 years, add approximately 1.15 acres to the District, allow for the City to enter into credit enhancement agreements with Westbrook Development Corporation or its affiliates related to the provision of affordable senior housing, and amend the project costs in the development program.

A copy of the relevant materials relating to the proposed amendments and credit enhancement agreement will be on file with the City and a copy can be requested from the City by calling 207-284-9307 prior to the public hearing and requesting a copy be mailed or emailed to you. All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time.

Public comments will be taken at the hearing and written comments should be submitted to City Clerk Robin Patterson at patterson@biddefordmaine.org. Written comments will be accepted until 4:00 pm the day before.

Exhibit G

(Public Hearing Minutes)

Exhibit H

(City Council Order)

**CITY OF BIDDEFORD, MAINE
CITY COUNCIL ORDER**

**Adopting the Eleventh Amendment to the Rte. 111-Mill Redevelopment Transit-Oriented
Municipal Tax Increment Financing District Development Program**

WHEREAS, the City of Biddeford (the “City”) is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to amend previously established tax increment financing (“TIF”) districts and development programs within the City; and

WHEREAS, the City designated the Rte. 111-Mill Redevelopment Transit-Oriented Municipal Tax Increment Financing District (the “District”) and adopted a Development Program for the District on June 1, 2004 in order to capture the value of real property and personal property improvements made within the District and to enable the use of TIF revenues for various municipal and other economic development projects, which received approval from the Maine Department of Economic and Community Development (“DECD”) on August 24, 2004, which has been subsequently amended; and

WHEREAS, the City desires to adopt an Eleventh Amendment to the District and Development Program (the “Eleventh Amendment”) to extend the term of the District by 20 years, add approximately 1.15 acres to the District, enter into a credit enhancement agreement, and to amend the allowable project costs in order to allow the City to use TIF Revenues to continue to achieve the District’s original goals; and

WHEREAS, the City Council has held a public hearing on August 5, 2025, upon at least ten (10) days prior notice published in a newspaper of general circulation within the City, on the question of adopting the Eleventh Amendment to the Development Program for the District in accordance with the requirements of 30-A M.R.S. § 5226; and

WHEREAS, the City Council has considered the comments provided at the public hearing, both for and against the adoption of the Eleventh Amendment to the Development Program, if any; and

WHEREAS, it is expected that approval will be sought and obtained from the Department approving the Eleventh Amendment to the Rte. 111-Mill Redevelopment Transit-Oriented Municipal Tax Increment Financing District and Development Program.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

Section 1. The City of Biddeford hereby adopts the Eleventh Amendment to the Rte. 111-Mill Redevelopment Transit-Oriented Municipal Tax Increment Financing District and Development Program, pursuant to the following findings, terms, and provisions:

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

a. Pursuant to Title 30-A M.R.S. Section 5226(5) pertaining to TIF district and development program amendments, this Eleventh Amendment to the Development Program does not result in the District being out of compliance with any of the conditions of 30-A M.R.S. Section 5223(3) which pertain to the percentage of area within the District that is suitable for commercial use, the TIF acreage caps for single TIF districts and for all TIF districts in the City, and the total TIF district valuation cap.

b. The Eleventh Amendment to the Development Program will make a contribution to the economic growth and well-being of the City of Biddeford and the surrounding region, and will contribute to the betterment of the health, welfare and safety of the inhabitants of the City of Biddeford, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose.

Section 3. The City Manager, or his/her duly appointed representative, is hereby authorized, empowered and directed to submit the Eleventh Amendment to the Development Program to the Department for review and approval pursuant to the requirements of 30-A M.R.S. § 5226.

Section 4. The foregoing adoption of the Eleventh Amendment to the Development Program shall automatically become final and shall take full force and effect upon receipt by the City of approval of the Eleventh Amendment to the Development Program by the Department, without requirement of any further action by the City, the City Council, or any other party.

Section 5. The City Manager, or his/her duly appointed representative, is hereby authorized and empowered, at his discretion, from time to time, to make such revisions to the documents related to the Eleventh Amendment to the Development Program as he may deem reasonably necessary or convenient in order to facilitate the process for review and approval of the Eleventh Amendment to the Development Program by the Department, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Council in adopting the Eleventh Amendment to the Development Program.

Section 6. The City Manager, or his/her duly appointed representative, is hereby authorized and directed to enter into the specific credit enhancement agreements with the owners of the District property in substantially the form as presented to the City Council and consistent with the terms of the credit enhancement agreements that are described in the Development Program.

Section 7. This Order shall take effect immediately upon adoption.

Adopted by City Council: August 5, 2025

Exhibit D-1 | Captured Assessed Value & TIF Revenue Projections
Rte. 111-Mill Redevelopment Transit-Oriented Municipal Tax Increment District

	Fiscal Year	TIF Year	Original Assessed Value	Projected Increased Assessed Value	Estimated Assessment Ratio	Percent of Value Captured in TIF	TIF District Projected Captured Assessed Value	Mil Rate	Projected Total TIF Revenue	Projected Total to General Fund	CEA Revenue to LHL Holdings, LLC*	CEA Revenue to North Dam, LLC*	Projected CEA Revenue to Westbrook Development Corporation - Lot 1B**	Projected CEA Revenue to Westbrook Development Corporation - Lot 1C**	Projected City TIF Revenue
<i>Actual</i>	2004-2005	1	\$2,739,000	\$0	100%	95%	\$0	19.05	\$0	\$0					\$0
<i>Actual</i>	2005-2006	2	\$2,739,000	\$0	100%	95%	\$0	19.05	\$0	\$0					\$0
<i>Actual</i>	2006-2007	3	\$10,051,700	\$9,756,000	100%	95%	\$9,268,200	19.05	\$176,559	\$61,471					\$176,559
<i>Actual</i>	2007-2008	4	\$8,397,300	\$47,434,600	100%	95%	\$45,062,870	14.26	\$642,597	\$177,158					\$642,597
<i>Actual</i>	2008-2009	5	\$22,415,400	\$55,297,800	100%	75%	\$41,473,350	14.78	\$612,976	\$328,437					\$612,976
<i>Actual</i>	2009-2010	6	\$22,415,400	\$53,693,700	100%	65%	\$34,900,905	14.78	\$515,835	\$609,057		\$33,811			\$482,025
<i>Actual</i>	2010-2011	7	\$22,996,000	\$54,655,700	100%	65%	\$35,526,205	14.70	\$522,235	\$610,710		\$48,752			\$473,483
<i>Actual</i>	2011-2012	8	\$23,118,100	\$55,459,000	100%	65%	\$36,048,350	15.42	\$555,866	\$653,911		\$62,394			\$493,471
<i>Actual</i>	2012-2013	9	\$23,118,100	\$52,189,900	100%	65%	\$32,923,435	16.54	\$561,094	\$684,501		\$66,926			\$494,168
<i>Actual</i>	2013-2014	10	\$23,118,100	\$51,094,700	100%	65%	\$33,211,555	17.53	\$582,199	\$718,752		\$94,489			\$487,710
<i>Actual</i>	2014-2015	11	\$23,118,100	\$57,454,200	100%	65%	\$37,345,230	18.99	\$709,186	\$820,882		\$91,717			\$617,469
<i>Actual</i>	2015-2016	12	\$23,118,100	\$60,947,800	100%	65%	\$39,616,070	19.47	\$771,325	\$865,438		\$104,470			\$666,855
<i>Actual</i>	2016-2017	13	\$23,118,100	\$65,241,600	100%	65%	\$42,407,040	19.86	\$842,204	\$912,620		\$123,144			\$719,060
<i>Actual</i>	2017-2018	14	\$21,843,600	\$70,438,500	100%	65%	\$45,785,025	20.07	\$918,905	\$958,776		\$128,172			\$790,733
<i>Actual</i>	2018-2019	15	\$17,124,515	\$74,720,000	100%	65%	\$48,568,000	19.70	\$956,790	\$945,513	\$0	\$225,469			\$731,320
<i>Actual</i>	2019-2020	16	\$17,124,515	\$80,966,495	100%	65%	\$52,628,222	19.98	\$1,051,512	\$908,347	\$0	\$163,646			\$887,866
<i>Actual</i>	2020-2021	17	\$17,124,515	\$79,205,785	100%	65%	\$51,483,760	20.05	\$1,032,249	\$886,043	\$0	\$181,592			\$850,658
<i>Actual</i>	2021-2022	18	\$17,124,515	\$79,403,385	100%	65%	\$51,612,200	18.23	\$940,890	\$783,295	\$149,953	\$188,277			\$602,661
<i>Actual</i>	2022-2023	19	\$17,124,515	\$79,403,385	100%	65%	\$51,612,200	16.41	\$846,956	\$715,217	\$150,000	\$178,715			\$518,241
<i>Actual</i>	2023-2024	20	\$17,124,515	\$79,403,385	100%	65%	\$51,612,200	13.12	\$677,152	\$580,079	\$150,000	\$182,589			\$344,563
	2024-2025	21	\$17,124,515	\$151,350,385	100%	65%	\$98,377,750	14.22	\$1,398,932	\$753,271	\$150,000	\$186,540			\$1,062,392
	2025-2026	22	\$17,124,515	\$151,350,385	100%	65%	\$98,377,750	14.22	\$1,398,932	\$753,271	\$150,000	\$16,658			\$1,232,274
	2026-2027	23	\$17,124,515	\$154,444,510	100%	65%	\$100,388,932	14.22	\$1,427,531	\$768,670			\$0	\$0	\$1,427,531
	2027-2028	24	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$0	\$1,426,255
	2028-2029	25	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2029-2030	26	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2030-2031	27	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2031-2032	28	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2032-2033	29	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2033-2034	30	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2034-2035	31	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2035-2036	32	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2036-2037	33	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2037-2038	34	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2038-2039	35	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2039-2040	36	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2040-2041	37	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2041-2042	38	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2042-2043	39	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2043-2044	40	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2044-2045	41	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2045-2046	42	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2046-2047	43	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2047-2048	44	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2048-2049	45	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2049-2050	46	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2050-2051	47	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2051-2052	48	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2052-2053	49	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2053-2054	50	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
50-year total:									\$56,472,866	\$35,673,617	\$749,953	\$2,077,361	\$822,047	\$807,433	\$52,016,072
50-year average:									\$1,129,457	\$713,472	\$93,744	\$122,198	\$29,359	\$28,837	\$1,040,321

Assumptions:

* The City captures 100% of the assessed value of the lots specific to these CEAs.

** The City captures 75% of the assessed value of the lots specific to these CEAs.

1. Projections show anticipated increased assessed values, captured assessed values, and TIF revenues.

2. Assumes a 50-year district term.

3. Projections assume a flat mil rate of 14.22 for the remaining years as reported by the City of Biddeford.

4. Assumes 100% of the increased assessed value is captured in the District and available for municipal project costs.

5. Projections are much less likely to be accurate farther into the future and are for demonstrative purposes only.

6. The preceding financial information contains projections and forward-looking statements that are subject to a number of risks and uncertainties that could cause the actual results, performance, or achievements to differ materially from any future results, performances, or achievements expressed or implied by the financial information reported in this projection. The model is not, nor is it intended to be, an appraisal or guarantee of an assessed value, and there may be positive or negative variations in the actual assessment of the project due to variety of factors, including without limitation, the employment of alternative methods of valuation and then-current market conditions.

Exhibit D-2 | Tax Shift Benefits

Rte. 111-Mill Redevelopment Transit-Oriented Municipal Tax Increment District

Fiscal Year	TIF Year	State Aid to Education Benefit	County Tax Benefit	State Revenue Sharing Benefit	Total Tax Benefit
2024-2025	21	\$314,834	\$18,627	\$125,176	\$458,637
2025-2026	22	\$314,834	\$18,627	\$125,176	\$458,637
2026-2027	23	\$314,834	\$35,476	\$236,432	\$586,742
2027-2028	24	\$600,104	\$35,476	\$236,432	\$872,011
2028-2029	25	\$600,104	\$36,200	\$241,171	\$877,475
2029-2030	26	\$612,372	\$36,938	\$246,001	\$895,312
2030-2031	27	\$624,886	\$36,938	\$246,001	\$907,825
2031-2032	28	\$624,886	\$36,938	\$246,001	\$907,825
2032-2033	29	\$624,886	\$36,938	\$246,001	\$907,825
2033-2034	30	\$624,886	\$36,938	\$246,001	\$907,825
2034-2035	31	\$624,886	\$12,247	\$246,001	\$883,135
2035-2036	32	\$624,886	\$11,990	\$246,001	\$882,878
2036-2037	33	\$624,886	\$36,938	\$246,001	\$907,825
2037-2038	34	\$624,886	\$36,938	\$246,001	\$907,825
2038-2039	35	\$624,886	\$36,938	\$246,001	\$907,825
2039-2040	36	\$624,886	\$36,938	\$246,001	\$907,825
2040-2041	37	\$624,886	\$36,938	\$246,001	\$907,825
2041-2042	38	\$624,886	\$36,938	\$246,001	\$907,825
2042-2043	39	\$624,886	\$36,938	\$246,001	\$907,825
2043-2044	40	\$624,886	\$36,938	\$246,001	\$907,825
2044-2045	41	\$624,886	\$36,938	\$246,001	\$907,825
2045-2046	42	\$624,886	\$36,938	\$246,001	\$907,825
2046-2047	43	\$624,886	\$36,938	\$246,001	\$907,825
2047-2048	44	\$624,886	\$36,938	\$246,001	\$907,825
2048-2049	45	\$624,886	\$36,938	\$246,001	\$907,825
2049-2050	46	\$624,886	\$36,938	\$246,001	\$907,825
2050-2051	47	\$624,886	\$36,938	\$246,001	\$907,825
2051-2052	48	\$624,886	\$36,938	\$246,001	\$907,825
2052-2053	49	\$624,886	\$36,938	\$246,001	\$907,825
2053-2054	50	\$624,886	\$36,938	\$246,001	\$907,825
2055-2056		\$624,886	\$36,938	\$246,001	\$907,825
2056-2057		\$624,886	\$36,938	\$246,001	\$907,825
2057-2058		\$624,886	-	\$0	\$624,886
Totals:		\$19,629,008	\$1,092,090	\$7,606,420	\$28,327,518
Averages:		\$594,818	\$34,128	\$230,498	\$858,410

Assumptions:

1. Data sources include the 2024-2025 mill rate reported by the City, York County's 2025 Tax Assessment, the State Treasurer's Office Municipal Revenue Sharing projections for FY2026, published 05/02/2025, and the Maine Department of Education 01/27/2025 2025-2026 ED 279 form for Biddeford Public Schools.
2. Tax shift losses are comprised of declining subsidies in revenue sharing and increasing obligations to pay county taxes. Tax shift losses occur a couple of years following the year in which the new assessed value is first recognized in the assessment. No tax shift losses occur when a TIF captures all of the new value.
3. These projections assume that the formulas and general inputs for state subsidies and county taxes do not change over time and they assume that all other values in other communities are static relative to one another except for the new value assessed. The projections are less likely to be accurate farther into the future.
4. Assumes the assessment ratio in the Town is 100% when new property value arrives, such that the market value of new property is used for assessment purposes.
5. The projections above assume that no tax increment financing district is put in place, thus the mil rate is reduced by the influx of new value in the Town. This analysis factors in tax shift impacts resulting from the project's new assessed value into future commitments and mil rate calculations to arrive at projected property tax payments.

City of Biddeford



2025.99 IN BOARD OF CITY COUNCIL... AUGUST 5, 2025

BE IT ORDERED, that I Mayor Grohman do hereby appont the following:

Ken Jordan

Ward 3

To the Downtown Development Commission for a term
to expire December 31, 2026

Erin Partridge

Ward 2

To the Biddeford Citizens Advisory Committee for a term
to expire December 31, 2027

Attest by: _____
Robin Patterson, Clerk

Committee, Board, and Commission Application Form

Application

Name Ken Jordan

Pronouns Field not completed.

Ward 3

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?

Downtown Development Commission

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? I was once a member of the DDC and would like to become active again.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. Please see above.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). Please see above.

Committee, Board, and Commission Application Form

Application

Name Erin Partridge

Pronouns She/her

Ward 2-1

Need to find your Ward?

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

(Section Break)

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

Biddeford Citizens Advisory Committee, Diversity, Equity and Inclusion Committee, Planning Board, Policy Committee, Recycling and Waste Management Commission

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? I just moved to Biddeford and want to know more about my community. I want to work in a municipality as well and this seems valuable for gaining insight.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. I did student government in college and currently intern at the municipality in Gray.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). Committed in college senate, 2024-2025

City of Biddeford
City Council
July 15, 2025 at 6:00 PM
City Hall Council Chambers & Zoom

1. Roll Call

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

2. Pledge of Allegiance

3. Adjustment(s) to Agenda

none

4. Proclamation

4.a July 18, 2025, as Park and Recreation Professionals Day-Proclamation

4.b National Night Out- Proclamation

Mayor Grohman read the proclamations

5. Recognition

5.a Fire Department Promotions:

Ken Thorpe, Assistant Chief

Steven Quinn, Lieutenant/Paramedic.

6. Presentation

6.a Citgo Sign -Public Art

Economic Development Coordinator, Brad Favreau presented the design and timeline for the sign.

6.b Yodel Software presented by HOB, the Chamber and the School Department.

Abby Leibowitz from the Heart of Biddeford shared information about this resource. The link is: events.yodel.today/Biddeford

7. Public Addressing the Council

One citizen spoke about congestion downtown.

8. Consideration of Minutes

8.a Council minutes 7-1-25

Motion: Councilor Beaupre

Second: Councilor Lessard

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

Motion passed.

9. Orders of the Day

9.a Remove from Table 2025.83 Approval of Main St Pump Station Upgrades

Councilor Beaupre motion to remove from Table

Second: Councilor Lessard

Vote to remove from Table: Unanimous in favor; Councilor Belanger yea via zoom.

Public Works Director Jeff Demers gave an update on the project costs.

Councilor Emhiser spoke of the importance of the project, it needs to start this fall.

Vote on the order: Unanimous in favor; Councilor Belanger yea via zoom

9.b 2025.94 Approval/ Public Works Supervisors/ Teamsters Local 340 - CBA

Motion: Councilor Beaupre

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

9.c 2025.91 Approval Maine EMS Sustainability Program Grant

Motion: Councilor Emhiser

Second: Councilor LaFountain

Fire Chief Larry Best spoke about the grant and qualifying purchases.

Councilor LaFountain thanked him for the efforts to get the grant funding.

Councilor LaFountain motion to add at the end of the order:

BE IT FURTHER ORDERED, “that the Fire Chief shall provide to the Finance Committee, on a quarterly basis, the grant performance progress reports and supporting documentation required to be submitted to the State of Maine Department of Public Safety pursuant to the grant agreement.”

Second: Councilor Lessard

Vote on the amendment: Unanimous in favor; Councilor Belanger yea via zoom.

Amendment passed.

Vote on the order as amended.

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

Motion passed.

9.d 2025.92 Approval Stephen & Tabitha King Foundation Marine Rescue Boat Grant

Motion: Councilor Emhiser

Second: Councilor Lessard

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

Motion passed.

9.e 2025.98 Approval Amend Council Rules

Motion: Councilor Beaupre

Second: Councilor Lessard

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

Motion passed.

*9.f Approval / Rescind Order 2025.69 Authorizing the City Manager to Execute a
Development Agreement Between the City of Biddeford and Westbrook
Development Corporation*

Motion: Councilor Lessard

Second: Councilor LaFountain

Councilor Lessard gave a presentation.

Councilor Belanger spoke against the motion; it sets a dangerous precedent.

Vote: 1 yea – Councilor Lessard

8 nays – Councilors Ortiz, Gross, Doughty, Beaupre, Whiting, Emhiser, LaFountain; and
Councilor Belanger nay via zoom.

Motion failed.

10. Committee of the Whole

10.a Local Bond and Referendum Questions for the November Ballot

Councilor Beaupre- motion to enter Committee of the Whole at 7:55 pm

Second: Councilor Emhiser

Vote: Unanimous in favor

Motion passed.

Acting City Manager Brian Phinney provided details on possible bond questions, the purpose of
each and the funding levels.

Councilors discussed the projects, funding levels and timing of the potential bonds.

Councilor Lessard – motion to suspend the rules to allow citizens to comment.

Second: Councilor LaFountain

Vote: Unanimous in favor.

Motion passed.

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

Second: Councilor Ortiz

Vote: Unanimous in favor.

Motion passed.

Two citizens asked questions about the bond rates and the timing of the dispersals.

One citizen commented about the total cost of the work to be done and the importance of letting the citizens know.

One citizen commented that it might be time to create more in-house positions to handle this work.

10.b Review Status of Telecommunications Stack at 3 Lincoln Street (former MERC Stack)

Manager Phinney reviewed the options for the stack, the timeline and asked the Council to give guidance on the direction they would like to go with this.

Councilor Lessard – motion to exit Committee of the Whole at 9:32 pm

Second: Councilor Whiting

Vote: Unanimous in favor.

Motion passed.

11. Public Addressing the Council

None

12. City Manager Report

Manager Phinney gave an update on the Eastern Fire Station – we are waiting for a report from the State. He asked the Councilors to give him their information for swapping out laptops. The Riverwalk project is on schedule.

13. Committee Updates by Council

None

14. Other Business

None

15. Council President Addressing the Council

Council President LaFountain asked that a budget item for the food pantry be added to the next agenda. Councilor Emhiser seconded the request.

16. Mayor Addressing the Council

Mayor Grohman mentioned several upcoming events:

The Biddeford Farmer's Market is on Wednesday at Mechanics Park

The Chamber Fest is happening on Thursday.

The next production at City Theater is Cinderella and starts on Friday.

17. Adjourn

Motion: Councilor LaFountain at 9:37 pm

Second: Councilor Lessard

Vote: Unanimous in favor.

Meeting adjourned.



City Council

Meeting Date: August 5, 2025
Meeting Time: 6:00 PM
Agenda Item No: 9.a
Item Description: 2025.98 Approval Amend Council Rules
Submitted By: Brian S. Phinney, Acting City Manager

Supporting Information/Documentation:

2025.98 Amendment Code or Ordinances, Appendix A - Rules of the City Council - ORDER 2nd READING, Rules of City Council - REFERENCE

Key Terms:

Executive Summary:

Approval of the item amends *Part II, Code of Ordinances, Appendix A - Rules of the City Council, specific to Sec. A-1 Rule 1(i), Duties and Powers of Mayor or Presiding Officer*. The amendment addresses procedures for extending meetings of the council past 9:00 p.m., and 12:00 a.m.

Please note the proposed amendment offered by the City Solicitor clarifying the intent of the 2/3 vote in the first sentence of Sec A-1.

Detailed Review:

At the request of the City Council, this item reflects consideration of an amendment to *Part II, Code of Ordinances, Appendix A - Rules of the City Council, specific to Sec. A-1 Rule 1(i), Duties and Powers of Mayor or Presiding Officer*.

The amendment, if approved, would require the following:

- In order to extend the meeting beyond 9:00 p.m., it would require a 2/3 majority vote.
- After 9:00 p.m., any extension will also require a 2/3 vote and extensions shall be in one-hour increments.
- Any extension past midnight will require a unanimous vote of the City Council.

The City Council adopted the changes reflected in the attached Order. Please note that the City Solicitor has advised a clarification for consideration at the second reading.

When unanimously passing an Amendment to the Council Rules regarding the extension of meetings past 9:00 pm, Council Member Marc Lessard questioned whether the two-thirds (2/3ds) majority vote was of the entire Council (six) or two-thirds of those members present at a given meeting. Initially the City Solicitor advised that the amendment clearly states "... (2/3) vote of the Councilors present." However, upon further review and reflection, the sentence preceding the amendment language does not include "...Councilors present and voting...".

Pursuant to general parliamentary law, when the phrase "members present and voting" is not added anytime there is a rule that contemplates a super majority (i.e. 2/3ds). An argument can be made that the vote needs to be the requisite number of the entire body, which in some cases is the intended result (expulsion of a member, override an executive veto, etc.).

However, with respect to this rule, as long as the Council is aware and agrees to this, the legal opinion is that the better practice would be to simply require two-thirds of those members present on any particular evening to make the decision to keep the meeting going. This means that on a night where there are only six council members present, only four (4) affirmative votes are needed to extend the meeting. Otherwise, the result in that scenario is a unanimous vote (6- which is 2/3 of the total body of 9). The proposed amendment to be offered and voted on for adoption at the second reading to reflect this clarification is as follows:

Motion to amend the first reading of Sec. A-1 of the Code ordinances as follows: *"The Mayor shall call regular meetings of the City Council to order at 6:00 p.m. on the first and third Tuesdays of each month, and regular meetings shall adjourn by 9:00 p.m. unless a 2/3 majority of the Councilors agree-present and voting vote affirmatively to extend the meeting.*

*Please note that this is an amendment to the first reading. Therefore, this recommended amendment should be made at the second reading and is not reflected in the text of the first reading so as to accurately reflect the adopted version of the ordinance from the first reading.

Funding Source:

N/A

Staff Recommendation:

Staff recommends adoption of the proposed amendment as recommended by the City Solicitor to ensure clarity within the rules.

City of Biddeford



2025.98 IN BOARD OF CITY COUNCIL..... July 15, 2025

BE IT ORDERED, that the City Council of the City of Biddeford does hereby amend Code of Ordinances, Appendix A – Rule of the Council; **Section A-1 Rule 1: Duties and Powers of Mayor or Presiding Officer, subsection (i)** as follows with additions shown as underlined text:

The Mayor shall call regular meetings of the City Council to order at 6:00 p.m. on the first and third Tuesdays of each month, and regular meetings shall adjourn by 9:00 p.m. unless a 2/3 majority of the Councilors agree to extend the meeting. Beginning at 9:00 p.m., any extension shall require a two-thirds (2/3) vote of the Councilors present. Extensions of the meeting shall not exceed one hour. No extension past midnight shall be permitted unless all Councilors present vote unanimously to allow the meeting to continue beyond 12:00 a.m. All regular and special meetings of the Council, including but not limited to Council workshops and public hearings, will be held in the Council chambers unless a majority of the Councilors agree to a different location.

July 15, 2025

Motion: Councilor Beaupre

Second: Councilor Lessard

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

Motion passed.

August 5, 2025

Attest by: _____

APPENDIX A

RULES OF CITY COUNCIL

Sec. A-1.	Rule 1: Duties and powers of Mayor or Presiding Officer.	Sec. A-4.	Rule 4: Ordinances; resolutions; orders.
Sec. A-2.	Rule 2: Rights and duties of members.	Sec. A-5.	Rule 5: Committees.
Sec. A-3.	Rule 3: Proceedings and debates.	Sec. A-6.	Rule 6: Rules.

[HISTORY: Adopted by the City Council of the City of Biddeford 1-4-2024 by 2023.161.¹ Amendments noted where applicable.]

GENERAL REFERENCES

City Council — See Charter, Art. III.

City Council — See Ch. 2, Art. II.

Sec. A-1. Rule 1: Duties and powers of Mayor or Presiding Officer.

- a. The Mayor shall take the chair at the hour appointed for the meeting, or as soon thereafter as is convenient, call the members to order, and after the appearance of a quorum, cause the minutes of the preceding meeting to be read. In the absence of the Mayor, the President of the City Council shall be the presiding officer, but in case of the absence of both the Mayor and the President at such time, the Clerk of the Council shall preside until a President Pro Tempore for said meeting is chosen.
- b. The Mayor shall receive and submit to vote all motions and propositions regularly moved, shall put the question, and shall declare all votes; but if any Councilor doubts the vote, all those voting in the affirmative, when called upon by the Mayor, shall raise their hand until they are counted, and also those in the negative, in like manner, to make the vote certain.
- c. The Mayor shall restrain the members when engaged in debate, within the rules of order, and shall enforce, on all occasions, the observance of order and decorum among the members.
- d. The Mayor shall decide all questions of order subject to an appeal to the Council by motion properly seconded.
- e. The Mayor may speak to points of order in preference to the members.

1. Editor's Note: This ordinance also superseded former Appendix A, Rules of City Council, adopted and amended Ord. of 1-2-1979(15); Ord. 1-4-1994; Ord. of 4-4-1995; Ord. of 11-6-1996; Ord. of 7-21-1998(5); Ord. of 1-5-1999; Ord. of 2-2-1999; Ord. No. 99.87, 9-21-1999; Ord. No. 99.112, 12-13-1999; Ord. No. 2000.112, 10-3-2000; Ord. No. 2000.122, 10-17-2000; Ord. No. 2001.119, 12-18-2001; Ord. No. 2002.136, 12-17-2002; Ord. No. 2003.12, 2-4-2003; Ord. No. 2003.123, 12-3-2003; Ord. No. 2003.130, 12-16-2003; Ord. No. 2006.11, 2-7-2006; 11-4-2010 by Ord. No. 2010.118; 5-3-2011 by Ord. No. 2011.31; 12-7-2011 by Ord. No. 2011.81; 9-4-2012; 2-4-2014 by Ord. No. 2014.10; 6-3-2014 by Ord. No. 2014.42; 8-19-2014 by Ord. No. 2014.79; 1-5-2016 by Ord. No. 2016.2; 9-20-2016 by Ord. No. 2016.85; 1-17-2017 by Ord. No. 2017.8; 3-21-2017 by Ord. No. 2017.27; 12-12-2017 by Ord. No. 2017.130; 10-2-2018 by Ord. No. 2018.120; 12-21-2021 by Ord. No. 2021.124.

- f. When the Mayor desires to express his opinions on any subject, the Mayor shall yield the chair to the President of the Council, if present, or any other member.
- g. The Mayor shall appoint all standing and special committees of the City Council and the Chairs thereof, except the Chair of the Finance Committee, which shall be chaired by the Council President, and all such mayoral appointments shall receive confirmation by the City Council.
- h. Upon the Chair's inability to maintain order and in the event that either a Councilor or a member(s) of the public fail to comply with any of the rules or other rules as adopted by the Council regarding decorum and order, the Chair shall immediately recess the Council. If upon resumption of the meeting order and decorum are unable to be maintained, the Chair shall call for the immediate adjournment of the meeting and conduct no further business.
- i. The Mayor shall call regular meetings of the City Council to order at 6:00 p.m. on the first and third Tuesdays of each month, and regular meetings shall adjourn by 9:00 p.m. unless a majority of the Councilors agree to extend the meeting. All regular and special meetings of the Council, including but not limited to Council workshops and public hearings, will be held in the Council chambers, unless a majority of the Councilors agree to a different location.
- j. When, as required by law, the City Council must act as municipal officers, they shall do so during a Council meeting. At each regular Council meeting there shall be two periods of the "public addressing the Council" for a total of up to 30 minutes, when the residents of Biddeford shall be afforded an opportunity to address the City Council on any item of City business which is not before the Council as an order of the day on the Council agenda, over which the Council has direct control, not to exceed three minutes per speaker during the first such period and five minutes per speaker during the second period. The first such period shall take place near the beginning of the meeting for up to 15 minutes, and the second period towards the end of such meeting for 15 minutes plus any unused portion of time from the beginning of the same meeting. The same person may not speak more than once in any evening without the majority vote of the Council.

Sec. A-2. Rule 2: Rights and duties of members.

- a. At all meetings of the City Council, each member shall occupy the seat assigned to him or her by the Mayor at the first meeting of said Council.
- b. Unless excused, every member shall take notice of the day and hour to which the Council stands adjourned and shall give his or her punctual attendance accordingly; and shall attend all special meetings properly called.
- c. Every member, when about to speak, shall raise his or her hand and upon recognition by the presiding officer shall respectfully address the presiding officer, confine himself or herself to the question under debate, and avoid personalities. No member will be allowed to speak while out of his or her place. Debate must be confined to the merits of the pending question. Members must maintain a courteous tone, especially in reference to any divergence of opinion and shall avoid injecting any personal note into the debate. Members must never attack or make any allusion to the motives of members.
- d. Members speaking shall not be interrupted by another, but by call to order; if any member in speaking or otherwise shall transgress the rules of the Council, the presiding officer shall, or any member may, call him or her to order; in which case the member so called to order shall immediately stop speaking unless permitted to explain; and the Council if appealed to, shall decide whether the member is in fact transgressing the rules or otherwise out of order, but without debate. If the decision is in favor of the member so called to order, that member shall be at liberty to proceed; if otherwise, he shall not speak

again on the pending item without approval of the Council.

- e. Each member has the right to speak twice on the same motion on the same meeting, but cannot make a second speech on the same question as long as any member who has not spoken on that question desires the floor. No motion to move the question shall take place until each member has had an opportunity to speak once. A member who has spoken twice on a motion on the same meeting has exhausted his or her right to debate that motion for that meeting unless he or she obtains approval of the Council to speak on the same motion again. However, questions generated by discussing Council business or motions may be asked without limit.
- f. Every member who shall be present when a question is put shall give his or her vote, unless the Council shall excuse that member.
- g. No member shall be permitted to vote on any question in the City Council, nor in committee, whose private right, distinct from public interest, is immediately involved.
- h. When any member shall be guilty of a breach of any of the rules and orders of the Council and the Council has determined that member has so transgressed, that member shall not be allowed to vote or speak, unless by way of explanation for the same, until that member has recognized his or her transgression before the presiding officer and the Council and immediately ceases the breach. Any member who continues to breach any rule or order of the Council after the Council has determined said breach shall be subject to censorship by vote of the Council, and shall not be recognized in any further action.
- i. (Reserved)
- j. No member shall be permitted to vote on any question in the City Council, nor in committee, when that member is a member of any organization or entity which has an interest separate and distinct from the public interest and in opposition to the interest of the inhabitants of the City of Biddeford. In any circumstance when a member refuses to abstain from participating in any vote, when that member has a private right or a right separate and distinct from the public interest, the Council shall decide the qualification of that member to participate on that issue.
- k. The members of the Council shall refrain from interference with the daily administration of City business.
- l. No member shall begin to discuss a matter when no motion is pending, unless the Chair authorizes a particular subject to be discussed while no motion is pending.
- m. Any member may place an item(s) on a City Council agenda with the concurrence of at least one other member, with said item(s) being submitted in writing to the City Clerk. The submitted item(s) shall be placed on a City Council agenda within 30 days. The final agenda will be reviewed and approved by the Mayor and Council President.
- n. The agenda for regular meetings of the City Council shall be prepared and available in the City Clerk's office to members by 4:00 p.m. on the Wednesday preceding the meeting. The City Clerk shall provide for delivery of any agendas after noon on the Friday preceding the meeting.
- o. Each member, when sending an email correspondence from the City email system, shall include the following disclaimer:

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.

- p. Members are not permitted to use any mobile device for making phone calls, text messaging, emailing or other outside communication while meetings are in progress, unless for emergency purposes.

Sec. A-3. Rule 3: Proceedings and debates.

- a. In all votes, when the City Council expresses anything by way of command, the form of expression shall be "Ordered" and when it expresses opinions, principles, facts or propositions, the form shall be "Resolved."
- b. All memorials and other papers addressed to the Council shall be presented by the presiding officer, who shall explain the subject thereof, and they shall be taken up in the order in which they were presented, unless the Council shall otherwise direct.
- c. After a motion is stated or read by the presiding officer, it shall be deemed to be in possession of the Council, and shall be disposed of by vote of the Council unless the mover, with consent of the party seconding, withdraws it before a decision or amendment.
- d. Every motion shall be reduced to writing if the presiding officer shall so direct or any member request it.
- e. All questions shall be propounded in the order in which they are moved, unless the subsequent motion be previous in its nature, except that in naming sums and fixing times, the largest sum and the longest time shall be first put.
- f. When a question is under debate no motion shall be received but:

First	To adjourn
Second	To lay on the table
Third	For the previous question
Fourth	To commit
Fifth	To postpone to a day or event certain
Sixth	To amend
Seventh	To postpone indefinitely
Which several motions shall have precedence in the order in which they are arranged.	

- g. No motion to postpone or commit shall be allowed twice on the same day in the same stage of the ordinance or proposition.
- h. A motion to previous question shall only take effect when approved by a majority of the Council; and until it is decided, shall preclude all amendments and further debate of the main question.
- i. A motion for reconsideration of a vote shall be open to debate, and only by a member voting with the majority; and only one motion for the reconsideration of any vote shall be permitted.

- j. No motion or proposition on a subject different from that under discussion shall be admitted under color of an amendment.
- k. The divisions of a question may be called for when the sense will admit it.
- l. All orders, resolves and reports may be committed or recommitted at the pleasure of the Council.
- m. When the reading of a paper is called for which has been before read to the Council, and the same is objected to by any member, the question of reading shall be determined by a vote of the Council.
- n. When two or more members happen to request to be recognized at the same time, the presiding officer shall name the member who is to speak first.
- o. The yes and no votes shall be taken on any question, upon the request of any member present.
- p. Any public comment on any Council order, resolve or ordinance, when allowed by state law or the Council shall not exceed three minutes per individual speaker. Such persons shall be permitted to speak only once on an item and shall confine their remarks to the merits of the order, resolve, amendment or ordinance before the Council.
- q. Procedure for addressing the Council on agenda items or during the municipal officers meeting:
 - (1) No public comment shall be permitted on the following agenda items: personnel matters, informational reports or communications from boards and commissions, staff or other organizations or entities; appointments and administrative action implementing prior action to the Council where that prior action had permitted public comment.
 - (2) On items other than those set forth in Subsection 8(1) above, public comment shall be permitted prior to final Council action. Except as specifically decided by the Council, such public comment shall occur at the advertised public hearing and/or at the first and second reading of such item if such item requires two readings. The public also may address the Council on proposed amendments at either the first or second reading.
 - (3) Persons wishing to address the Council on an item which appears on the agenda, and upon which public comment is permitted under Subsections 8(1) and (2) above, shall wait until the presiding officer announces the consideration of such item, at which time they may address the Council on that particular item. Any presentation on an issue or introductory information regarding the issue shall be presented prior to the public requesting or receiving an opportunity to address the Council. Once the Council has begun its deliberations on an item, no person shall be permitted to address the Council on such item. This subsection does not pertain to City staff or members of the public who may be called upon by the Chair or a member to give clarification on an issue under consideration by the Council.
 - (4) Any person wishing to address the Council shall signify such desire by raising his or her hand and, when recognized by the presiding officer, such person shall thereupon request permission to address the Council, shall sign in giving his or her name and physical address and designating the subject matter to the Chair. A dialogue between the person addressing the Council and the Mayor or the Councilors shall be allowed at the sole discretion of the Chair.
 - (5) Persons present at Council meetings or at a municipal officers meeting shall not interrupt, nor applaud or otherwise express approval or disapproval of any statements made or actions taken at such meeting.

- (6) The presiding officer may limit or cut off any commentary that he or she determines is not germane or that is discourteous, slanderous, abusive, or not in accord with good order and decorum. This will be prompted by a call to order by any member when appropriate.
- (7) No public comment shall be allowed on matters related to ongoing or threatened litigation involving the City, its elected officials and/or employees. A person who shall continue to violate these rules, after warning by the presiding officer, shall be ejected. The Council may, at its discretion, suspend or prohibit a person from addressing the Council or the municipal officers.

Sec. A-4. Rule 4: Ordinances; resolutions; orders. [Amended 3-19-2024 by Ord. No. 2024.31]

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

Sec. A-5. Rule 5: Committees.

- a. The following shall be the standing committees of the City Council: Personnel; Capital Projects/Operations; Policy; Finance; and Downtown Committee.
- b. (Reserved)
- c. The Capital Projects/Operations and Policy Committees shall consist of a Chairperson who shall be a City Councilor; two additional Council members; and two citizens. The two citizen members shall be appointed by the Mayor and confirmed by the Council.
- d. The Personnel Committee shall consist of a Chairperson who shall be a City Councilor and three additional Council members. There shall be no citizen members on the Personnel Committee.
- e. The Downtown Committee shall consist of the Mayor, four Council members, and a member of the Downtown Development Commission. The Downtown Development Commission member shall serve as a nonvoting member except in the absence of a full-time voting member. A Chairperson shall be selected from the voting members.
- f. (Reserved)
- g. The Council committees are subagents of the full Council which is the sole governing body of the City of Biddeford. The committees are delegated various functions by the full Council and are to provide recommendations upon which the full Council will act except where otherwise specified. The committees will examine the appropriate subject matter before them, collect the facts pertaining thereto and make a report, which will recommend what action, if any, should be taken by the full Council. Additionally, each committee may take whatever action is specifically authorized by the Charter, ordinance, or state law. The City Council shall receive regular reports of the various Council committees' activities. Such reports shall be scheduled at such times and at such meetings as may be determined by the Mayor and the Council President.

- h. In general, the committees shall have the following subject matter before them:
- (1) Finance Committee. The duties of the Finance Committee are set forth in the City Charter.
 - (2) Personnel Committee. The Personnel Committee will investigate matters pertaining to employment matters with the City of Biddeford. It shall review the salaries of department heads and the City Manager. In the event of a termination hearing, for cause, it shall serve as a fair hearing authority before whom an impartial hearing shall take place involving the subject municipal employee.
 - (3) Capital Projects and Operations Committee. The Capital Projects and Operations Committee shall establish a five-year plan for implementation of major capital improvements in the City. It shall review matters involving the Public Works Director, Public Works Department and public property issues. This committee shall review the City's claims issues, insurance issues, making appropriate recommendations to the full Council when necessary.
 - (4) Policy Committee. The Policy Committee shall be responsible for establishing and recommending ordinance language, Code revisions (except for changes delegated to the Parking Authority under Section 42-8), and City policy to the full Council. The Policy Committee shall coordinate with the City Planner and the Code Enforcement Officer regarding the amendment, establishment and/or update of the City's land use ordinances.
 - (5) Downtown Committee. The Downtown Committee shall be responsible for reviewing matters affecting the City of Biddeford's downtown, including, but not limited to, downtown improvement initiatives, collaborating with external agencies and businesses on downtown improvement projects, and all minor garage design feature decisions, and is delegated as the Parking Authority with powers limited to those defined in Section 42-8.
- i. Each committee meeting is a public proceeding as defined in 1 M.R.S.A. § 402(2). Each committee may hold executive sessions pursuant to the conditions and limitations expressed in 1 M.R.S.A. § 405. Should a committee vote, in public, to proceed into executive session, only those members of the committee shall be present in the executive session.

Sec. A-6. Rule 6: Rules.

- a. The rules or orders of the Council shall be observed in all cases unless suspended by a vote of the members present, for specific purposes.
- b. No rules or orders of the Council shall be repealed or amended unless the majority of the members of the Council concur therein.
- c. The above rules and orders are hereby adopted and all rules and orders inconsistent with the above are hereby repealed.



City Council

Meeting Date: August 5, 2025
Meeting Time: 6:00 PM
Agenda Item No: 10.a
Item Description: 2025.95 Approval Special Event Fringe Festival
Submitted By: Roby Fecteau, Code Enforcement Officer

Supporting Information/Documentation:

2025.95 Approval of Fringe Fest 2025 - ORDER, Fringe Fest 2025 Application, Fringe Fest Site Map - REFERENCE, Previous Order 2025.40 Waiving Fees - REFERENCE

Key Terms:

N/A

Executive Summary:

Special Event Permit for Heart of Biddeford to have Fringe Fest on August 15, 2025. Locations will be Washington Street and Shevenell Park.

Detailed Review:

Please see special event application

Funding Source:

Special Event Permit for Heart of Biddeford to have Fringe Fest on August 15, 2025. Locations will be Washington Street and Shevenell Park. Fees have been waived by the City Council order 2025.40.

Staff Recommendation:

This is a policy decision.

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. The seal is flanked by two decorative, symmetrical scroll-like flourishes.

2025.95

IN BOARD OF CITY COUNCIL... August 5, 2025

BE IT ORDERED, that the City Council of the City of Biddeford does hereby grant approval of a Special Event Permit for Heart of Biddeford to have Fringe Fest on August 15, 2025. Locations will be Washington Street and Shevenell Park

Attest by: _____

APPLICATION NUMBER: _____

**EFFECTIVE 7-18-2024 THE FOLLOWING
FEES WILL APPLY:**

B050	Administrative Fee	\$100.00
B051	Tier One	\$100.00
B052	Tier Two	\$200.00
B053	Tier Three	\$500.00

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

All vendors must obtain proper licenses/permits from the City Clerk's office (207-284-9307). Indemnification agreement/insurance certificate must be attached to this application at the time of submission. Site Plan Sketch may be accompanied by a separate map, if necessary

CITY OF BIDDEFORD **SPECIAL EVENT APPLICATION**

City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Name of Event Fringe Festival Location of Event Washington St, Shevenell Parl
Date of Event 8/15/25 Start Time 5pm set up Finish Time 10pm break down

Organization (Applicant) Information

Name of Organization or Name of Applicant if NOT an Organization

Heart of Biddeford

Physical Address 205 Main Street Suite 103 Biddeford, ME 04005

Mailing Address see above

Business Telephone 207-284-8520 Fax _____ E-mail office@heartofbid

Income Tax Exempt: Yes ☒ No ☐ Tax Exempt Number 34-2003673

Contact Person/Event Coordinator

Name & Address

Delilah Poupore, 205 Main Street Suite 103, Biddeford, ME 04005

Telephone 207-284-8520 Cellular 207-251-5695 E-Mail director@heartofbid

Relationship Organization Executive Director

APPLICATION NUMBER: _____

Detailed and specific description of Event (attach separate sheet if necessary)

Annual free family-friendly arts festival downtown with Washington Street closure from 5-10pm. Also requesting use of Shevenell park and seeking permission to use the alley of parking spots directly in front of Palace Diner/suger for a vendor area.

Estimated # of Participants 100 Estimated Attendance 700

What impact will this have upon the surrounding neighborhood? (Noise, Traffic, etc.)

Please explain:

Music and people downtown. Closure of Washington Street is occurring in collaboration with affected businesses, who plan to have their doors open that night.

Describe the means by which the neighborhood (residents and businesses) will be notified of this event and its public hearing:

Mailing to residents and businesses in the affected area, public notification online or in

Type of Event:

Special events may fall under three categories:

- ☐ **Tier 1** Special Events involve the use of Recreation Department facilities for functions involving 100 or less people. **The Recreation Director or their designee is the permitting authority**
- ☐ **Tier 2** Special Events include street closure requests, parades, road races, walks or other single-day functions involving 100 or less people. **The Police Chief and Public Works Director or their Designees are the permitting authority**
- ☒ **Tier 3** Special Events are functions that involve a street closure or the use of a City facility for a single-day function involving 100-999 people. **The Coordinating Committee is the permitting authority**

APPLICATION NUMBER: _____

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

FURTHER: If alcohol is being sold, or otherwise available, permission must be obtained through application at the City Clerk's Office, and must be approved by the City Council. If alcohol is sold, this requires applicable State of Maine Liquor license to sell alcohol.

List contact name and address of licensee:

n/a (no alcohol being served)

General Service Questions

Department of Public Works

Is the use of barricades necessary/requested for this event? Yes

If yes, number needed 4 "Road Closed" Washington & Main, Washington & Jefferson, "no entrance" at parking lot exit and both sides of the alley by Palace Diner/ sugar exit

Will it be necessary to cover street and/or parking signs for this event? yes If yes, please

note on diagram. "no parking" on Washington St 24 hrs in advance

What is your plan for cleanup and debris disposal for this event?

volunteer/ staff clean up

Is any other Public Works assistance anticipated?

trash cans/ recycling

Recreation Department

Will this event take place in a Public Right of Way, Public Way, City Park or athletic field? Yes

If yes, where

Washington St, from Main to Jefferson. Shevenell Park

APPLICATION NUMBER:_____

Will tenting/staging be utilized for this event? Yes If yes, what is your plan to repair any damage caused by stakes, tie-downs, etc.?

Pop-up tents and staging may be used, no stakes

Any Parks and Recreation assistance required?

No -Requesting use of Shevenell Park

Fire Department

Will the Fire Department have access to all sites in the event of an emergency?

Yes

Will any fire hydrants be obstructed? No Will you have access to E 9-1-1?

Yes

Will you have First Aid or medical staff present?

No

******* If First Aid or medical staff is needed, the Biddeford Fire Department may provide for a fee. Please contact the Biddeford Fire Department at 207-282-6632 for details.*******

Police Department

Is traffic control necessary for this event? No If yes, who will provide it?

Is crowd control necessary for this event? No If yes, who will provide it?

APPLICATION NUMBER:_____

SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)

In the space below, please provide the following information. Attach a separate map if necessary.

General Map of Location
Event Coordinator's Booth
Tents/Stages/Grandstands
Rest Facilities

Vender Locations
Garbage Cans
Water Sources

Street Closures/Parking Information
Water/Electricity Sources
Loudspeakers



APPLICATION NUMBER:_____

INDEMNIFICATION AND RELEASE PROVISIONS
CITY OF BIDDEFORD SPECIAL EVENT PERMIT

A. In consideration for being permitted to use the facilities and/or rights-of-way of the City of Biddeford, (hereinafter “City”), Heart of Biddeford
(insert name of person/entity seeking permission to use facilities and/or right-of-way, hereinafter “Applicant”) agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, which are incurred, made, or brought by any person or entity on account of damage, loss, or injury, including without limitation claims arising from property loss, or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities and/or rights-of-way, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City, its officers, or its employees, or from any other cause whatsoever.

B. By signing below, Applicant agrees that in the event of damage, loss or injury to the facilities or to any property or equipment therein or to the City rights-of-way, the City may deduct from any damage deposit the full amount of such damage, loss, or injury. Applicant further agrees that if such damage, loss, or injury exceeds the amount of the damage deposit, Applicant will promptly reimburse the City for all costs associated therewith upon billing by the City.

C. In addition, in consideration for being permitted or allowed to use the facilities and/or right-of-way, Applicant on behalf of itself and its officers, employees, members, and participants, hereby expressly exempts and releases the City, its officers, employees, insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death, that Applicant may incur as a result of such use, whether any such liability claims and demands result from the act, omission, negligence, or other fault on the part of the City, its officer, or its employees, or from any other cause whatsoever.

D. In addition, Heart of Biddeford has furnished and attached two copies of certificates of insurance with the City of Biddeford named as an additional insured in the amount of \$400,000 unless a greater amount is warranted.

E. In addition, Depending upon the size and nature of the event, the City may require that City employees, including Police, Fire, Public Works, Code Enforcement and/or Parks and Recreation, are present at or assist with the event. The City shall determine the number of personnel necessary to ensure the safety of the public and participants, minimize the inconvenience to residents, and reduce public liability exposure to the event sponsor and the City. The cost associated with the use of any such personnel, including City equipment, is the responsibility of the event sponsor. A deposit of thirty percent (30*%) of the estimated personnel cost for the event will be required with the submittal of the application. The City

APPLICATION NUMBER:_____

shall provide a good faith estimate of the total personnel within 10 days after the approval of the application. The complete fee must be submitted to the City prior to the day of the event. Fees may be waived in whole or in part by the City Council prior to the special event.



July 17, 2025

Signature of Applicant

Date

Delilah Poupore

Printed Name of Applicant

APPLICATION NUMBER:_____

REVIEW BY SPECIAL EVENTS PERMITTING AUTHORITY:

Having completed a review of the application, the proposal itself, the location of the vent and its impact upon services and resources, this application is:

- | | |
|---|--------------|
| ☐ APPROVED WITH MODIFICATIONS AND/OR RESTRICTIONS | DATE: |
| ☐ APPROVED AS SUBMITTED | DATE: |
| ☐ DENIED | DATE: |

Modifications / Restrictions:

REASON(S) FOR DENIAL:

Police Chief

Fire Chief

Public Works Director

Codes Enforcement Officer

Recreation Director



City of Biddeford



2025.40 IN BOARD OF CITY COUNCIL.....APRIL 15, 2025

BE IT ORDERED, that the City Council of the City of Biddeford does hereby grant a waiver to the Heart of Biddeford for the Special Event permit fees, and all personnel and apparatus costs for events currently scheduled in 2025.

April 15, 2025

Motion: Councilor Emhiser

Second: Councilor Belanger

Councilor LaFountain – motion to exclude Oktober Fest and I Heart Road Race from the approval.

Second: Councilor Beaupre

Vote on the amendment: Unanimous

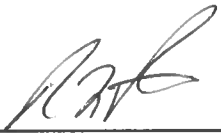
Vote on the order as amended: 7 yeas – Councilors Belanger, Ortiz, Doughty, Beaupre, Whiting, Emhiser and LaFountain.

1 nay – Councilor Lessard.

Motion passed.

Note: 2025 HOB events are Memorial Day Parade, Pride, Music in the Park, National Night Out, Fringe Fest, River Jam, Oktober Fest, I Heart Road Race, Creepy Crawl, Veterans Day Parade, Merry and Bright Night.

Attest by: _____


Robin Patterson, City Clerk



City Council

Meeting Date: August 5, 2025
Meeting Time: 6:00 PM
Agenda Item No: 10.b
Item Description: 2025.96 Approval Special Event River Jam
Submitted By: Roby Fecteau

Supporting Information/Documentation:

2025.96 Approval River Jam - ORDER, River Jam Application and Fee Waiver - REFERENCE

Key Terms:

N/A

Executive Summary:

Special Event Permit for River Jam to have their event on August 16, 2025 at Pearl Street.

Detailed Review:

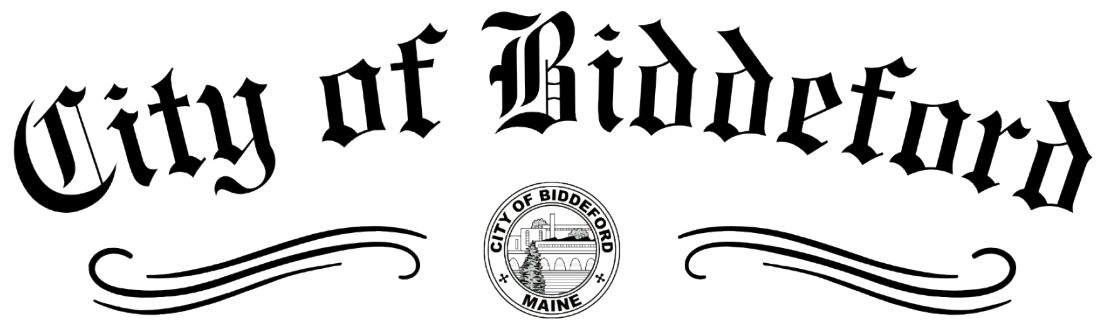
Special Event Permit for River Jam to have their event on August 16, 2025 at Pearl Street.
Please see special event application.

Funding Source:

Fees waived by City Council order 2025.40

Staff Recommendation:

N/A



2025.96

IN BOARD OF CITY COUNCIL... August 5, 2025

BE IT ORDERED, that the City Council of the City of Biddeford does hereby grant approval of a Special Event Permit for River Jam to have their event on August 16, 2025 at Pearl Street

BE IT FURTHER ORDERED, that in accordance with the provisions set forth under Ch. 6, Amusements, Article V – Sales, Possession and Consumption of beer/wine at and during Special Events on City Public Property, that the City Council approves beer/wine to be sold and served within clearly defined restricted areas at St. Louis Field that have been approved by the State of Maine Bureau of Alcoholic Beverages and providing that Heart of Biddeford is and remains in compliance with the provisions set forth under Ch. 6, Section 6-178 et seq.

Attest by: _____

APPLICATION NUMBER: 25-06-034

fee waived
waiver attached

EFFECTIVE 7-18-2024 THE FOLLOWING
FEES WILL APPLY:

B050 Administrative Fee	\$100.00
B051 Tier One	\$100.00
B052 Tier Two	\$200.00
B053 Tier Three	\$500.00

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

All vendors must obtain proper licenses/permits from the City Clerk's office (207-284-9307).
Indemnification agreement/insurance certificate must be attached to this application at the time of submission.
Site Plan Sketch may be accompanied by a separate map, if necessary

CITY OF BIDDEFORD **SPECIAL EVENT APPLICATION**

City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Name of Event River Jam Location of Event Pearl Street
Date of Event 8/16/25 Start Time 6am setup Finish Time 10pm clean up

Organization (Applicant) Information

Name of Organization or Name of Applicant if NOT an Organization
Heart of Biddeford

Physical Address 205 Main Street Suite 103 Biddeford, ME 04005

Mailing Address see above

Business Telephone 207-284-8520 Fax _____ E-mail office@heartofbiddeford.org

Income Tax Exempt: Yes ☒ No ☐ Tax Exempt Number 34-2003673

Contact Person/Event Coordinator

Name & Address

Delilah Poupore, 205 Main Street Suite 103, Biddeford, ME 04005

Telephone 207-284-8520 Cellular 207-251-5695 E-Mail director@heartofbiddeford.org

Relationship Organization Executive Director

APPLICATION NUMBER: _____

Detailed and specific description of Event (attach separate sheet if necessary)

Annual, free, family-friendly music festival along the Saco River. Due to traffic concerns regarding closing Water Street we will hold it on Pearl St (after the parking garage), on (approved) private property next to the garage, and in Pearl Point Park. Road closure will be the portion of Pearl Street after the parking garage from 9am-10pm.

Estimated # of Participants 100 Estimated Attendance 2500 over course of day

What impact will this have upon the surrounding neighborhood? (Noise, Traffic, etc.)

Please explain:

Pearl: bands will be playing live music. Pearl St closed from parking garage onward. Use of street and Pearl St Park. Will notify affected residents and businesses.

Describe the means by which the neighborhood (residents and businesses) will be notified of this event and its public hearing:

Mailed residents/businesses in the affected area on June 18, public notified online .

Type of Event:

Special events may fall under three categories:

- ☐ **Tier 1** Special Events involve the use of Recreation Department facilities for functions involving 100 or less people. **The Recreation Director or their designee is the permitting authority**
- ☐ **Tier 2** Special Events include street closure requests, parades, road races, walks or other single-day functions involving 100 or less people. **The Police Chief and Public Works Director or their Designees are the permitting authority**
- ☒ **Tier 3** Special Events are functions that involve a street closure or the use of a City facility for a single-day function involving 100-999 people. **The Coordinating Committee is the permitting authority**

APPLICATION NUMBER: _____

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

FURTHER: If alcohol is being sold, or otherwise available, permission must be obtained through application at the City Clerk's Office, and must be approved by the City Council. If alcohol is sold, this requires applicable State of Maine Liquor license to sell alcohol.

List contact name and address of licensee:

Heart of Biddeford is alcohol licensee through state permit/city approval.

General Service Questions

Department of Public Works

Is the use of barricades necessary/requested for this event? Yes

If yes, number needed 4

Will it be necessary to cover street and/or parking signs for this event? Yes If yes, please note on diagram. "no parking" on Pearl St 24 hours in advance

What is your plan for cleanup and debris disposal for this event?
volunteer/ staff clean up

Is any other Public Works assistance anticipated?

2 of bleachers, 10 trash, 5 recycling, ideally a dumpster, "Rd Closed/Detour" signs.

Recreation Department

Will this event take place in a Public Right of Way, Public Way, City Park or athletic field? Yes

If yes, where

Pearl Street and Pearl Point Park

APPLICATION NUMBER: _____

Will tenting/staging be utilized for this event? Yes If yes, what is your plan to repair any damage caused by stakes, tie-downs, etc.?
No stakes

Any Parks and Recreation assistance required?
Requesting Recreation assistance with kids activities/ field games for the first portion of the day

Fire Department

Will the Fire Department have access to all sites in the event of an emergency?
Yes

Will any fire hydrants be obstructed? No Will you have access to E 9-1-1?
Yes

Will you have First Aid or medical staff present?
No

***** If First Aid or medical staff is needed, the Biddeford Fire Department may provide for a fee. Please contact the Biddeford Fire Department at 207-282-6632 for details.*****

Police Department

Is traffic control necessary for this event? No If yes, who will provide it?
Requesting logistical advice to handle # of cars heading to the parking garage.

Is crowd control necessary for this event? Yes If yes, who will provide it?
We will hire Dark Horse Security whom we've used in the past

APPLICATION NUMBER:_____

SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)

In the space below, please provide the following information. Attach a separate map if necessary.

General Map of Location
Event Coordinator's Booth
Tents/Stages/Grandstands
Rest Facilities

Vender Locations
Garbage Cans
Water Sources

Street Closures/Parking Information
Water/Electricity Sources
Loudspeakers

attached

APPLICATION NUMBER: _____

INDEMNIFICATION AND RELEASE PROVISIONS
CITY OF BIDDEFORD SPECIAL EVENT PERMIT

A. In consideration for being permitted to use the facilities and/or rights-of-way of the City of Biddeford, (hereinafter "City"), Heart of Biddeford
(insert name of person/entity seeking permission to use facilities and/or right-of-way, hereinafter "Applicant") agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, which are incurred, made, or brought by any person or entity on account of damage, loss, or injury, including without limitation claims arising from property loss, or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities and/or rights-of-way, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City, its officers, or its employees, or from any other cause whatsoever.

B. By signing below, Applicant agrees that in the event of damage, loss or injury to the facilities or to any property or equipment therein or to the City rights-of-way, the City may deduct from any damage deposit the full amount of such damage, loss, or injury. Applicant further agrees that if such damage, loss, or injury exceeds the amount of the damage deposit, Applicant will promptly reimburse the City for all costs associated therewith upon billing by the City.

C. In addition, in consideration for being permitted or allowed to use the facilities and/or right-of-way, Applicant on behalf of itself and its officers, employees, members, and participants, hereby expressly exempts and releases the City, its officers, employees, insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death, that Applicant may incur as a result of such use, whether any such liability claims and demands result from the act, omission, negligence, or other fault on the part of the City, its officer, or its employees, or from any other cause whatsoever.

D. In addition, Heart of Biddeford has furnished and attached two copies of certificates of insurance with the City of Biddeford named as an additional insured in the amount of \$400,000 unless a greater amount is warranted.

E. In addition, Depending upon the size and nature of the event, the City may require that City employees, including Police, Fire, Public Works, Code Enforcement and/or Parks and Recreation, are present at or assist with the event. The City shall determine the number of personnel necessary to ensure the safety of the public and participants, minimize the inconvenience to residents, and reduce public liability exposure to the event sponsor and the City. The cost associated with the use of any such personnel, including City equipment, is the responsibility of the event sponsor. A deposit of thirty percent (30*%) of the estimated personnel cost for the event will be required with the submittal of the application. The City

APPLICATION NUMBER: _____

shall provide a good faith estimate of the total personnel within 10 days after the approval of the application. The complete fee must be submitted to the City prior to the day of the event. Fees may be waived in whole or in part by the City Council prior to the special event.



Signature of Applicant

June 18, 2025

Date

Delilah Poupore

Printed Name of Applicant

APPLICATION NUMBER: _____

REVIEW BY SPECIAL EVENTS PERMITTING AUTHORITY:

Having completed a review of the application, the proposal itself, the location of the vent and its impact upon services and resources, this application is:

☐ APPROVED WITH MODIFICATIONS AND/OR RESTRICTIONS DATE:

☐ APPROVED AS SUBMITTED DATE:

☐ DENIED DATE:

Modifications / Restrictions:

REASON(S) FOR DENIAL:

Police Chief

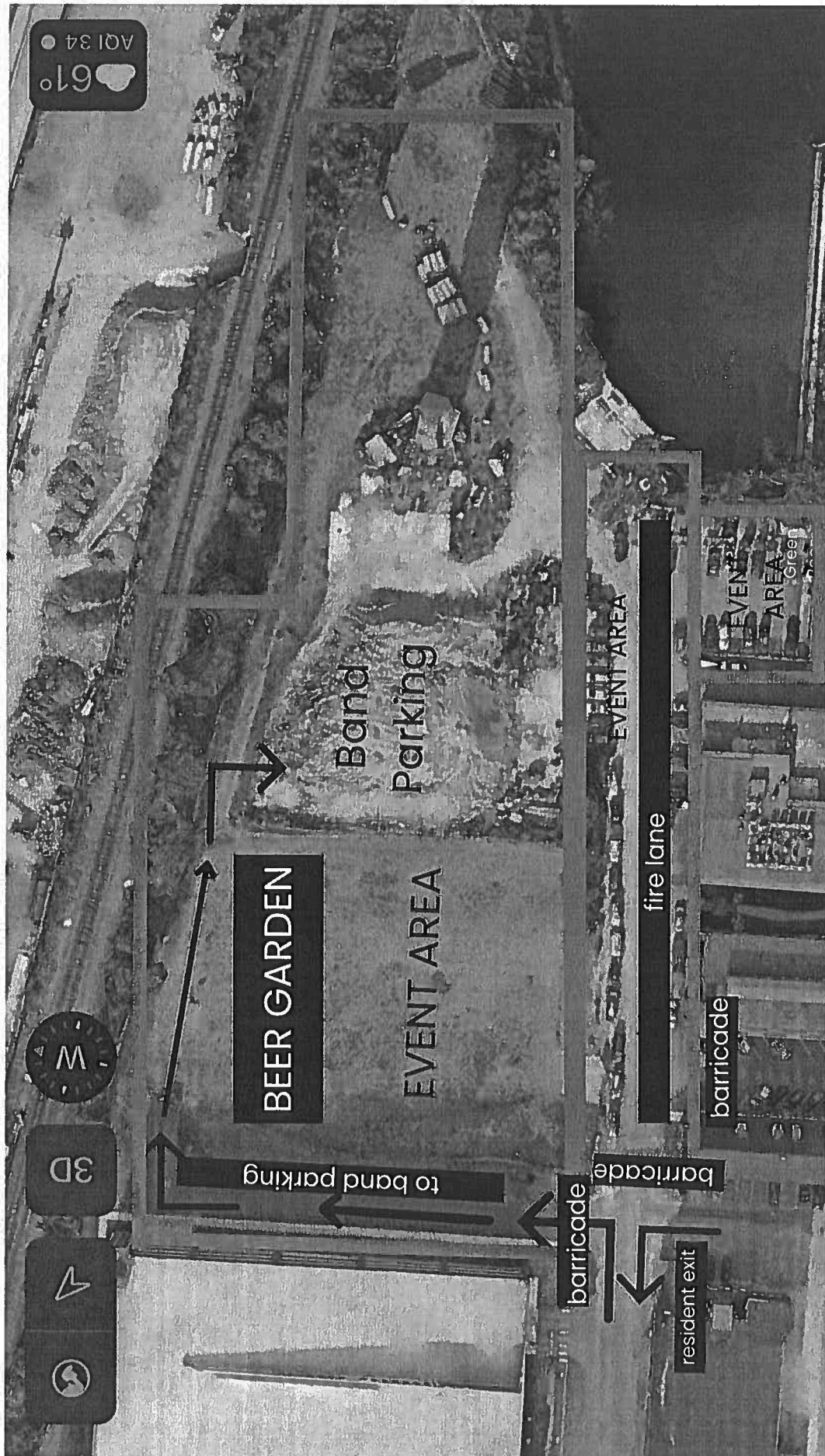
Fire Chief

Public Works Director

Codes Enforcement Officer

Recreation Director

River Jam map city



City of Biddeford



2025.40 IN BOARD OF CITY COUNCIL.....APRIL 15, 2025

BE IT ORDERED, that the City Council of the City of Biddeford does hereby grant a waiver to the Heart of Biddeford for the Special Event permit fees, and all personnel and apparatus costs for events currently scheduled in 2025.

April 15, 2025

Motion: Councilor Emhiser

Second: Councilor Belanger

Councilor LaFountain – motion to exclude Oktober Fest and I Heart Road Race from the approval.

Second: Councilor Beaupre

Vote on the amendment: Unanimous

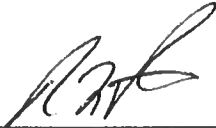
Vote on the order as amended: 7 yeas – Councilors Belanger, Ortiz, Doughty, Beaupre, Whiting, Emhiser and LaFountain.

1 nay – Councilor Lessard.

Motion passed.

Note: 2025 HOB events are Memorial Day Parade, Pride, Music in the Park, National Night Out, Fringe Fest, ~~River Jam~~, Oktober Fest, I Heart Road Race, Creepy Crawl, Veterans Day Parade, Merry and Bright Night.

Attest by: _____


Robin Patterson, City Clerk



City Council

Meeting August 5, 2025

Date:

Meeting 6:00 PM

Time:

Agenda 10.c

Item No:

Item 2025.90 Approval Non-Union COLA Recommendation for 4% Cost-of-Living

Description: Adjustment (COLA) for Non-Union Employees – Effective July 1, 2025

Submitted Diana DePaolo, Director of Human Resources

By:

Supporting Information/Documentation:

2025.90 Nonunion COLA - ORDER

Key Terms:

Executive Summary:

The City of Biddeford continues to face increasing challenges in retaining talent and remaining competitive in the broader municipal labor market. As the organization undertakes a longer-term review of its non-union wage structure, including a request for a compensation and classification study, it is essential that we address more immediate concerns related to inflation, equity, and internal morale. In response, the Human Resources Department recommends that the City Council approve a 4% cost-of-living adjustment (COLA) for all Non-Union employees, effective July 1, 2025.

This recommendation addresses the rising cost of living and ensures Biddeford remains competitive with peer communities, and reaffirms our commitment to valuing and supporting our workforce.

Detailed Review:

Comparable Community Benchmarking:

A review of nearby municipalities with comparable size, services, and staffing demands shows that most have already committed to or implemented COLA's in the 3.5–4.5% range for FY26. These increases reflect the continuing impact of inflation and the recognition that competitive wages are essential for retaining and attracting qualified public service professionals.

City/Town – FY26 COLA

Saco – 4.00%	Sanford – 4.00%
Freeport – 3.89%	Lewiston – 3.00%
Falmouth – 4.00%	Kennebunk – 4.00%
York – 2.58%	Windham – 3.5%
Scarborough – 4.5%	Average – 3.72%

City/Town – FY26 COLA

Half of these peer municipalities awarded 4.0% or higher, which means an increase for Non-Union City employees would keep us in the upper half of our comparables. In this context, a 4% COLA for Biddeford is not an outlier; rather, it is a competitive and data-driven response to regional trends.

Inflation and Cost-of-Living Pressures:

The latest Northeast Consumer Price Index (CPI) reports show that overall inflation rose 3.1% year-over-year as of April 2025, with core inflation (excluding food and energy) closer to 3.5%. Meanwhile, specific categories like housing, transportation, and utilities continue to increase at even higher rates in southern Maine. These economic pressures are significantly impacting municipal employees, especially those at the lower end of the pay scale, and undercutting the value of previous wage adjustments.

A 4% COLA ensures that employees maintain, rather than lose, ground against rising living costs. Awarding less would effectively reduce real income, at a time when workloads remain high and labor market competition for public sector roles continues.

Organizational Considerations:

Biddeford’s workforce has risen to meet the demands of a growing and increasingly complex City, despite few additions to staffing. Departments continue to operate with less than adequate staffing structures, yet expectations and public demand have only increased. While we are moving toward a more comprehensive wage structure, including merit-based pay and formal performance evaluation integration, a 4% COLA provides a critical bridge that supports staff in the near term and signals that their contributions are recognized and valued.

Without this adjustment, we risk losing ground in both competitiveness and morale, particularly when compared with neighboring municipalities that have already made similar or larger commitments to their staff.

This item was presented twice to the Personnel Committee. Initially, all members present were in support of the increase. For the second meeting, there was a lack of a quorum and it was recommended to advance the item to Council for consideration.

Funding Source:

The current Non-Union workforce for the City as of June 2025, not including grant-funded

positions which have no impact on the budget, accounts for \$5,232,291 in wages in the budget. For a 4% COLA, the total increase would be \$209,291. The amount currently budgeted for increases is \$182,436, leaving a gap of \$26,855 if the 4% COLA is approved.

The City has \$156,741 unspent in the FY25 budget under Personnel Reserve, retirement expenses detail (21111-60795). Unspent funds, unless specifically designated as carry-over for a specific purpose, roll to the undedicated fund balance. It is recommended that the remaining \$26,855 needed to fund the 4% COLA be charged to FY26 Personnel Reserve (21111-60795, where it would normally be charged) over spending the line with the understanding that the equivalent amount will be brought forward as an FY25 carry-over from 21111-60795 in September to GF miscellaneous revenue (24150-40599) to offset the overspent amount. September is referenced to coincide with what should be a single carry-over request for all other requests.

Staff Recommendation:

The Human Resources Department recommends that the City Council approve a 4% cost-of-living adjustment for all Non-Union employees, effective July 1, 2025. This recommendation:

- Reflects current inflationary trends and cost-of-living data for the Northeast;
- Aligns with or slightly exceeds regional municipal benchmarks (average COLA = 3.72%);
- Supports internal equity and morale, especially as we await results of an upcoming compensation study; and
- Reinforces Biddeford's position as a responsive and competitive public employer.

Providing this adjustment is not only fiscally responsible, but also an investment in employee stability, service continuity, and the City's long-term ability to retain high-performing talent.

City of Biddeford



2025.90 IN BOARD OF CITY COUNCIL... August 5, 2025

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve a 4% Cost-of-Living Adjustment (COLA) for Non-Union Employees – Effective July 1, 2025.

BE IT FURTHER ORDERED, that no later than September 30, 2025, the City Manager shall present to the City Council a carry-over request in the amount of \$26,855 from the FY25 Budget from account 21111-60795 and placed in the General Fund miscellaneous revenue account (24150-40599) to offset the expenditure.

Note: Source of funding FY25 carry-over from 21111-60795 to FY26 General Fund miscellaneous revenue 24150-40599.

Attest by:_____



City Council

Meeting August 5, 2025

Date:

Meeting 6:00 PM

Time:

Agenda Item 10.d

No:

Item 2025.105 Approval / Lease Renewal, St. Louis Alumni Association - J Richard

Description: Martin Community Center

Submitted Brian S. Phinney, Acting City Manager

By:

Supporting Information/Documentation:

2025.105 St. Louis Alumni Association Lease - ORDER, St. Louis Field Alumni Association Community Center Lease - EXISTING EXPIRED, 20250701 St. Louis Association Community Center Lease Renewal - DRAFT

Key Terms:

Executive Summary:

This item evaluates the terms and conditions of the lease between the City of Biddeford and the St. Louis Alumni Association. The Capital Projects/Operations Committee recommended renewal of the lease in the form presented.

Detailed Review:

The J. Richard Martin Community Center (Community Center) leases space to various tenants within the building. The Code Ordinance at Sec. 62-5 states, *[t]he Committee on Capital Projects shall, subject to the approval of the Mayor and Council, have the authority to negotiate a lease of any part of the buildings and appurtenances thereof owned by the City not already under lease or appropriated to the use of any of the various branches of the City government. Such lease shall be recommended to the full Council upon such terms and conditions as the Committee deems expedient and shall be for a period not to exceed five years, with one option to renew for a like period.*

In the past, the City has not observed the process specified in the Code of Ordinances with

regard to the review, renewal, or creation of leases within city buildings. A lease between the City of Biddeford and St. Louis Alumni Association for space within the Community Center expired on June 30, 2025 and has been reviewed in accordance with the Code of Ordinances by the Capital Projects/Operations Committee. This lease is being brought before the Council for approval in accordance with the provisions of Sec 62-5.

The current lease includes, among other provisions:

- Lease space within the building totaling approximately 280 square feet.
- A provision for renewals for "additional periods of one year and upon mutual agreement of the Landlord."
- Utilities paid by the Landlord.
- The tenant is responsible for general cleaning, general maintenance, as well as its own internet and phone service.

The lease is consistent with other tenants of this nature; however, the expiration of the lease is an outlier. The balance of the leases expire December 31. This lease expired June 30.

Additionally, the Recreation Director is in the process of evaluating the highest and best use of the space within the Community Center. Several organizations control dedicated space but use it infrequently. Conceptually, the Recreation Director is planning to evaluate all leases and occupancy frequencies and make recommendations for, as an example, dedicated storage space and communal meeting space. In light of the review and expiration of the balance of leases in December of 2025, the Capital Projects/Operations Committee recommended renewing the lease to expire December 31, 2025. This will align the expiration of all leases and position the City to be able to address any lease amendments resulting from the comprehensive review with all parties at the same time.

Funding Source:

N/A

Staff Recommendation:

Staff recommends approval of the lease as recommended by the Capital Projects/Operations Committee.

City of Biddeford



2025.105 IN BOARD OF CITY COUNCIL... August 5, 2025

BE IT ORDERED, that the City Council hereby directs the City Manager to enter into a lease agreement with the St. Louis Alumni Association for office space at the Richard J. Martin Community Center in the form presented, such lease to expire December 31, 2025.

Attest by:_____

Lease made as of this 1st day of June, 2023, by and between St. Louis Alumni Association, a Maine non-profit corporation, with a mailing address of PO Box 493 Biddeford, ME 04005 (hereinafter "Tenant") and the City of Biddeford, a Maine body corporate and politic, with a mailing address of 205 Main Street, Biddeford, ME 04005 (hereinafter "Landlord"), as follows:

WHEREAS, Landlord owns property at 189 Alfred Street in the City of Biddeford that is commonly and publicly known as the J. Richard Martin Community Center; and

WHEREAS, space located in the Community Center formerly used as a classroom is available with alterations; and

WHEREAS, Tenant wishes to establish an office to support the benevolent work of the Association; and

WHEREAS, Tenant requires office space for volunteers to manage their work Biddeford, Maine;

NOW, THEREFORE, in consideration of the mutual promises herein, the parties do hereby agree:

1. **Premises:** The leases premises comprise approximately 280 square feet of space in the Community Center.
2. **Term:** The initial term was from July 1, 2021 to June 30, 2023. The term of this Agreement shall be for two year is beginning on July 1, 2023, and ending on June 30, 2025. Tenant shall have the option to renew the lease for additional periods of one year and upon mutual agreement with Landlord.
3. **Rent:** By mutual consent and agreement, there is no rent due and payable from the Tenant to the Landlord for the term of the Lease. If the Lease is to be renewed beyond the termination date of this Agreement, then the parties agree that these rent terms may be renegotiated.
4. **Utilities:** Landlord agrees to provide heat and utilities (water, sewer, electricity) for the term of the Lease. Tenant will be responsible for office cleaning and general maintenance of the property and facility. Tenant will also be responsible for own internet and phone service.
5. **Use of Premises:** Tenant agrees that it will use the premises for its programmatic work in the City of Biddeford. Tenant will have adequate supervision on site to ensure that the space is managed according to this lease and will not create undo interference, noise, or other nuisances that interfere with the comforts and convenience of other occupants or neighbors of the facility.
6. **At the end of the lease term, or at whatever future date the lease is terminated, the Tenant shall deliver up the leased premises in good, clean, and leasable order and condition, reasonable wear and tear excepted, to the Landlord. During the term of this agreement, the Tenant shall keep the premises in clean and sanitary condition. Tenant shall be responsible**

7. **Insurance:** Landlord agrees to provide overall property and casualty insurance to the property that it owns and manages. Tenant agrees to provide insurance coverage for the acts and responsibilities of its employees and clients and to insure its own personal property stored or used on site. The Landlord agrees to keep premises equipped with safety appliances or devices required by law or any public authority (including the City of Biddeford) required for the use being made of the premises by the Tenant.
8. **Right of Entry:** The Landlord may enter the leased premises at reasonable times to make repairs, make improvements, or for emergency purposes. The Landlord retains the right to enter the premises in order to show the property to prospective tenants with reasonable notice to Tenant.
9. **Assignment and Subletting:** The Tenant shall not assign or sublet any part of the leased premises.

Termination by Either Party: Either party may terminate this Lease upon ninety (90) days written notice to the other party.

10. **Entire Agreement:** This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not expressly contained in this instrument shall have any force or effect. This Lease shall not be modified in any way, except in writing and executed by both parties.

AGREED TO:

Dated 6/5/23

Dated 6/5/23

City of Biddeford

By: James Bennett

James Bennett, City Manager

St. Louis Alumni Association

By: Paul Therrien

Paul Therrien, President

LEASE

BETWEEN ST. LOUIS ALUMNI ASSOCIATION AND THE CITY OF BIDDEFORD, MAINE

Lease made as of this _____ day of _____, 2025, by and between St. Louis Alumni Association, a Maine non-profit corporation, with a mailing address of PO Box 493 Biddeford, ME 04005 (hereinafter "Tenant") and the City of Biddeford, a Maine body corporate and politic, with a mailing address of 205 Main Street, Biddeford, ME 04005 (hereinafter "Landlord"), as follows:

WHEREAS, Landlord owns property at 189 Alfred Street in the City of Biddeford that is commonly and publicly known as the J. Richard Martin Community Center; and

WHEREAS, space located in the Community Center formerly used as a classroom is available with alterations; and

WHEREAS, Tenant wishes to establish an office to support the benevolent work of the Association; and

WHEREAS, Tenant requires office space for volunteers to manage their work Biddeford, Maine;

NOW, THEREFORE, in consideration of the mutual promises herein, the parties do hereby agree:

1. Premises: The leases premises comprise approximately 280 square feet of space in the Community Center.
2. Term: The initial term was from July 1, 2021 to June 30, 2023. The second renewal term was from July 1, 2023 until June 30, 2025. Tenant shall have the option to renew the lease for additional periods of one year and upon mutual agreement with Landlord, in accordance with renewal provision, the term of this lease shall be from July 1, 2025 through December 31, 2025.
3. Rent: By mutual consent and agreement, there is no rent due and payable from the Tenant to the Landlord for the term of the Lease. If the Lease is to be renewed beyond the termination date of this Agreement, then the parties agree that these rent terms may be renegotiated.
4. Utilities: Landlord agrees to provide heat and utilities (water, sewer, electricity) for the term of the Lease. Tenant will be responsible for office cleaning and general maintenance of the property and facility. Tenant will also be responsible for own internet and phone service.
5. Use of Premises: Tenant agrees that it will use the premises for its programmatic work in the City of Biddeford. Tenant will have adequate supervision on site to ensure that the space is managed according to this lease and will not create undue interference, noise, or other nuisances that interfere with the comforts and convenience of other occupants or neighbors of the facility.
6. At the end of the lease term, or at whatever future date the lease is terminated, the Tenant shall deliver up the leased premises in good, clean, and leasable order and condition, reasonable wear and tear excepted, to the Landlord. During the term of this agreement, the Tenant shall keep the premises in clean and sanitary condition. Tenant shall be responsible for costs of repairs or service charges resulting from improper use and any damage caused by its staff or clients using the premises.

7. Insurance: Landlord agrees to provide overall property and casualty insurance to the property that it owns and manages. Tenant agrees to provide insurance coverage for the acts and responsibilities of its employees and clients and to insure its own personal property stored or used on site. The Landlord agrees to keep premises equipped with safety appliances or devices required by law or any public authority (including the City of Biddeford) required for the use being made of the premises by the Tenant.
8. Right of Entry: The Landlord may enter the leased premises at reasonable times to make repairs, make improvements, or for emergency purposes. The Landlord retains the right to enter the premises in order to show the property to prospective tenants with reasonable notice to Tenant.
9. Assignment and Subletting: The Tenant shall not assign or sublet any part of the leased premises.

Termination by Either Party: Either party may terminate this Lease upon ninety (90) days written notice to the other party.

10. Entire Agreement: This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not expressly contained in this instrument shall have any force or effect. This Lease shall not be modified in any way, except in writing and executed by both parties.

AGREED TO:

Dated _____

City of Biddeford

By: _____

_____, City Manager

Dated _____

St. Louis Alumni Association

By: _____

Paul Therrien, President



City Council

Meeting Date: August 5, 2025
Meeting Time: 6:00 PM
Agenda Item No: 10.e
Item Description: 2025.100 Approval Funding for Biddeford Food Pantry
Submitted By: Brian S. Phinney, Acting City Manager

Supporting Information/Documentation:

2025.100 Municipal Services Allocation, Biddeford Food Panty - ORDER, Biddeford Food Pantry - Municipal Application

Key Terms:

N/A

Executive Summary:

Biddeford Food Pantry has requested funding to support operations from July 1, 2025 to June 30, 2026. A request was not submitted as part of the budget process, therefore Biddeford Food Pantry is requesting consideration of funding outside of the regular Municipal Services budget review/allocation process.

Detailed Review:

The FY26 Budget process included notification to municipal and social services entities informing them of the budget process and providing a form for submission of funding requests.

Biddeford Food Pantry was notified of the process in the same manner as the balance of the agencies. No response was received nor was a funding request submitted. Biddeford Food Pantry is requesting funding outside of the regular budget process. Biddeford Food Pantry has also provided an FY2026 Application for Municipal/Social Services Funding form, although it is not signed.

An evaluation of the information provided in the application indicates that for FY24/25 the organization budgeted \$387,800 in revenue and \$377,605 in expenses with a positive budgeted cash flow of \$10,195. Actual revenues and expenses were reported as \$415,000 and \$352,391 respectively, resulting in a reported \$62,609 in positive cash flow. The request for FY26, if approved, shows budgeted amounts for revenue and expenses as \$450,000 and \$407,000 respectively, resulting in a positive budgeted cash flow for FY26 of \$43,000.

Biddeford Food Pantry is requesting \$35,000 in funding from the City of Biddeford. Since this request comes after the budget was approved, a funding source must be identified to cover the allocation. The funding source is identified in the next section.

Funding Source:

The City has \$156,741 unspent in the FY25 budget under Personnel Reserve, retirement expenses detail (21111-60795). Unspent funds, unless specifically designated as carry-over for a specific purpose, roll to the undedicated fund balance. As noted under an earlier Order specific to the non-union COLA, \$26,855 is proposed to be used towards that item, leaving a balance of \$129,886. If the Council approves the request from Biddeford Food Pantry, it is recommended that the requested \$35,000 be charged to the FY26 Municipal Services line (21128-61199) to reflect the appropriate account code. This will overspend the line by \$35,000 but will serve to reflect actual expenses when planning for the FY27 Budget. The unbudgeted expense is proposed to be offset by a carry-over from the FY25 Personnel Reserve account (21111-60795) in the amount of \$35,000 to the GF Miscellaneous Revenue account (24150-40599). The FY25 carry-over from 21111-60795 to FY26 24150-40599 will occur in September. September is referenced to coincide with what should be a single carry-over request for all other carry-over recommendations.

Staff Recommendation:

The allocation to Biddeford Food Pantry is a policy decision. Staff is neutral on the matter. However, if the funding request is approved it is recommended that the funding be addressed as noted above.

City of Biddeford



2025.100 IN BOARD OF CITY COUNCIL... August 5, 2025

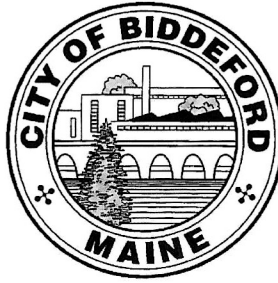
BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve a municipal services allocation to the Biddeford Food Panty in the amount of \$35,000 and authorizes the Finance Diector to make such payment in accordance with the municipal services payment procedures.

BE IT FURTHER ORDERED, that no later than Septembr 30, 2025, the City Manager shall present to the City Council a carry-over request in the amount of \$35,000 from the FY25 Budget from account 21111-60795 and placed in the General Fund miscellaneous revenue account (24150-40599) to offset the expenditure.

Note: Source of funding Account 21128-61199 with a revenue offset under 24150-40599.

Attest by: _____

Shelly MacNeill
Feb



being sent
out November 2025

City of Biddeford
205 Main Street/PO Box 586
Biddeford, Maine 04005

Application for Municipal/Social Services Funding FY 2026

Please complete the following information and return to the City of Biddeford. Applications may be emailed to shelly.macneill@biddefordmaine.org or hard copies may be mailed to the attention of, or hand delivered to, the City Manager's Office. If additional space is required for any section or requested information, please attach the labeled additional portion; complete with section number and information requested, to the end of the application. Applications must be received no later than **March 5, 2025**. Applications received after March 5th will NOT be considered. Applications that are not legible will not be accepted. **If your funding request is under \$5,000.00 you do not have to fill out any of the bolded* questions or the table on Page 4.**

A copy of your agency's mission statement must also be included.

AGENCY INFORMATION

Applicant Agency Name:	Biddeford Food Pantry
Principal Address:	162 Elm St. Biddeford, ME 04005
Executive Director:	Don Bisson
Contact Person/Phone Number:	Don Bisson (207) 282-4771
Est. Total Agency Budget for 2024/2025:	\$305,605
Actual 2023/2024 Budget:	\$282,776
Amount requested from the City of Biddeford:	\$35,000
What percent of your annual Budget does this request represent:	11%

PROGRAM DESCRIPTION

Describe the health or human service need that your program addresses:

The Biddeford Food Pantry is a non-profit 501(C)(3) organization that provides food at no cost to the citizens of Biddeford and surrounding towns who cannot afford to purchase food for themselves and their families.

How is that need determined or measured?

We keep daily tallies of the number of families that we help. We compile that number into an Excel spreadsheet. We determine the need based on the number of people that we are expecting to see every week.

How is your program attempting to meet that need and what is the outcome that you expect to achieve?

(Please be as specific as possible)

We meet the need by providing food, drinks, paper goods, diapers, and other essential items. We give all of this out, free of charge. It is a policy of the pantry to never turn anyone away, and that policy applies when our pantry is closed. If a person needs food during a time when we are closed, we will still give them food. The outcome that is expected is that the people in our community will be fed and relieved of the stress of having to feed their family.

What process does your agency undertake annually to evaluate the effectiveness of your program (s)?

The pantry holds an annual board meeting that goes over our statistics. During this meeting the budget and yearly P&L is discussed.

Client eligibility criteria:

None

Describe any fee or payment structure your organization charges for services:

None

Describe services provided:

Free food, beverages, paper goods, diapers, as well as any other items that are weekly donated.

What accommodations are made to those applicants with zero income? *

No one gets special accommodations

Are fees charged for General Assistance referrals? If yes, how much has been charged to the City of Biddeford in the previous fiscal year?*

No

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide services for the residents of the City:

Yes

Define a unit of service as it pertains to the program:

One box of food that will feed a family of 4 for a week. The box costs the pantry approximately \$10.

Does your agency collaborate with any other non-profit organizations to maximize the use of the funds you receive? If yes, please explain.

We give and get food from the Saco Food Pantry and COS in Kennebunk.

****If any agency does not contain certain financial information please write NA in section provided****

How often are your books and/or financial records audited by an accounting firm and/or a third party professional?*

Never

Funding sources for program: ****Do not complete table if allocation request is under 5K****

REVENUE				
FY26 Request for Funding	% of Salaries	% of Programming		
Other Revenue	SOURCE TITLE OR ACT	BUDGETED FOR FY 2024/2025	RECEIVED FOR FY 2024/2025	BUDGETED FOR FY 2025/2026
Federal				
State				
County				
Municipal				
JTPA				
3 RD Party	Public Support	\$150,000	\$191,147	\$200,000
Fees/Tuition				
Private Insurance				
Endowments				
United Way				
Grants	Multiple	\$180,000	\$47,597	\$75,000
Other Income/Surplus	Corporate Contribution	\$85,000	\$149,055	\$175,000
In-kind Contributions				
Totals:		\$387,800	\$415,000	\$450,000
EXPENSES		\$345,605	\$320,391	\$375,000
Salaries/Benefits		\$32,000	\$32,000	\$32,000
Other operating expenses				

Total number of individuals served (unduplicated): 7,567

Total number of units provided: 17,086

Total number of individuals served from Biddeford: 10,089

Percent of total client count that are residents of the City of Biddeford: 75%

What other municipalities provide financial assistance and how much does each provide?

The City of Saco gave us \$1000 in the 24/25 fiscal year.

Do you receive funding from Biddeford’s CDBG program? If yes, for what services?

No

Per capita cost of service(s); each individual counted only once:

\$3.54

Unit of service cost: \$10

How many members of your agency have authority to decide where/how your funds will be spent?

Our board of directors, 5 members

Of that group, how many are responsible for ensuring funds are used for the intended purpose?

2 members

Agencies **REQUIRED** to file yearly audits—include a copy of last audited financial statement.
Agencies **NOT REQUIRED** to file yearly audits—complete the budget form and include your IRS Form 990.

Has your 501C-3 status been revoked with the past 5 years for any reason? If yes, explain.

No

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.

**** ADDITIONAL NARRATIVE HERE OR NOTE THAT THERE IS AN ATTACHMENT****

AGENCY INDEPENDENT FUND-RAISING SURVEY

Please complete the following regarding all independent fund raising activities contemplated during the next year.

Mark with an * any activities that are new this year.

[illegible]

VALIDATION

I, _____, of _____
(Name) (Name of Agency)

Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as

_____.
(Title)

Signature/Title

Date



City Council

Meeting Date: August 5, 2025

Meeting Time: 6:00 PM

Agenda Item No: 10.f

Item Description: 2025.101 Approval Bond Question 1 - Combined Sewer Overflow (CSO) Bond

Submitted By: Brian S. Phinney, Acting City Manager

Supporting Information/Documentation:

20250805 Biddeford 2025 Bond Order - CSO Sewer Projects - ORDER, 20250805 Biddeford 2025 Referendum Election - Treasurer Statement CSO \$10M, 20250805 2025 \$10M Bond Payment Schedule - REFERENCE, 20250805 Biddeford 2025 Referendum Election - Treasurer Statement CSO Bond \$20M, 20250805 2025 \$20M Bond Payment Schedule - REFERENCE, 20250805 Biddeford 2025 Referendum Election - Treasurer Statement CSO 40M, 20250805 2025 \$40M Bond Payment Schedule - REFERENCE

Key Terms:

Executive Summary:

Approval is needed to determine the amount of a proposed General Obligation Bond to fund the various projects identified in the recent Administrative Consent Agreement (ACA) between the City and the Maine Department of Environmental Protection. The Council is considering \$10M, \$20M and \$40M. The expected cost for completing all of the projects listed in ACA total \$40M. Funding is required in order to ensure compliance with the ACA and avoid significant penalties of up to \$30,000 per violation and \$100 per day per violation. If a Bond is not approved by the voters the compliance obligation necessitates funding the projects annually in full as part of each budget process.

Detailed Review:

The City of Biddeford signed an Administrative Consent Agreement (ACA) with the Maine Department of Environmental Protection to resolve non-compliance with its Maine Pollutant Discharge Elimination System (MEPDES) permits due to the absence of an approvable and completed Combines Sewer Overflow (CSO) Master Plan Update (MPU). As a result of multiple submittals, revisions, and discussions with DEP between 2015 and 2023, the City submitted an MPU fully meeting the regulatory requirements of Chapter 570 and permit Special Conditions J(4) and J(6).

The ACA formalizes resolution of the permit violations cited by DEP, commits the City to implementing a 10-year CSO abatement schedule (based on the December 12, 2023 revised plan), requires substantial completion of projects #0–5 by December 31, 2030, and projects #6–10 by December 31, 2036, requires submittal of an interim MPU by December 31, 2031, and a new 10-year MPU by December 31, 2036 (finalized by 2037).

The ACA includes enforceable deadlines and stipulates penalties for non-compliance, including a \$20,000 upfront penalty, which has been paid, and potential additional penalties of \$30,000/violation and \$100/day/violation for any non-compliance.

The Biddeford City Council is now reviewing funding options to ensure compliance with the terms of the ACA, including completion of the required projects in accordance with the ACA timeline. The two options are General Obligation Bonds to pay for the improvements over time (20 years) or direct taxpayer funding in full for each project to be completed within each fiscal year over the next ten years.

Funding Source:

The estimated cost of the projects listed in the ACA are estimated to approximately \$40,000,000 over the next ten years, with additional CSO reduction work required under the new 10-year MPU. In order to fund the work the City Council is contemplating a General Obligation Bond (GOB). The City Council has asked for three options for consideration - a \$10M GOB, and \$20M GOB, and a \$40M GOB.

For the \$10M GOB, the bond will be drawn in two tranches of \$5M every year for two years, requiring additional bonds in future years. For the \$20M GOB, the bond will be drawn in four \$5M tranches every year over four years requiring additional bonds in future years. For the \$40M GOB, the bond will be drawn in four \$10M tranches every two years for eight years. The bond details and estimated payment schedules are attached for review.

For a direct funding option of the projects annually, assuming \$5M per project, the impact on a median home valued at \$382,500 is \$447.12 annually for 10 years.

For a \$10M Bond, the impact on the median home valued at \$382,500 is \$59.85 based on the average Bond payment. Assuming the need for four such bonds the average impact will be \$239.41.

For a \$20M Bond, the impact on the median home valued at \$382,500 is \$109.73 based on the average Bond payment. Assuming the need for two such bonds the average impact will be \$219.46.

For a \$40M Bond, the impact on the median home valued at \$382,500 is \$109.73 based on the average Bond payment. Assuming the need for two such bonds the average impact will be

\$200.82.

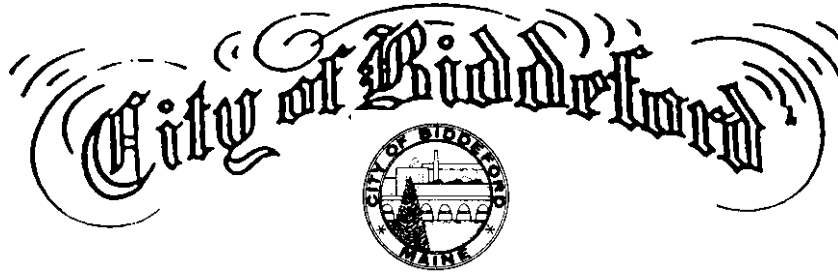
Staff Recommendation:

Staff recommends the \$40M Bond option. The basis for the recommendation is to ensure that funding is available for the required compliance work throughout the term of the ACA. If the projects are initially funded through a \$10M bond there will need to be future bonds totaling \$30M. If the \$20M bond is selected, there will need to be future bonds totaling \$20M. If the \$40M bond is selected, no future bonds will be needed to fund the ACA until the next MPU is submitted in 2036.

The City can also draw upon the funds in tranches and will only be required to pay principal and interest on the funds being drawn. The interest rate of each tranche will be representative of the market rate at the time of the draw so there is no advantage between bond options with regard to interest fluctuations and all bond options share the same interest rate risks.

Therefore, the \$40M bond is recommended to ensure certainty of securing the funding required for compliance with the ACA.

Should the Bond question fail in whichever amount is selected, the City is still obligated to perform the work, which will result in direct taxpayer funding annually within the applicable fiscal year budget.



Order Authorizing [\$XX,000,000] of City of Biddeford General Obligation Bonds for Separating and Improving the City's Storm and Sanitary Sewer Systems

2025.101 IN BOARD OF CITY COUNCIL..... August 5, 2025
BE IT ORDERED, by the Biddeford City Council as follows:

1. That pursuant to Article XI, Section 6 of the City Charter, 30-A M.R.S. §5772, and all other authority thereto enabling, and subject to the requirements of Article XII, Section 7 of the City Charter, the Mayor and Treasurer of the City are hereby authorized, in the name of and on behalf of the City, to borrow up to [\$XX,000,000], and to issue therefore, at one time or from time-to-time, the City's general obligation bonds (the "Bonds") and notes in anticipation thereof (the "Notes") in like amount, the proceeds to be used and are hereby appropriated for the costs of the following project (the "Project"):
 - Separating and improving storm and sanitary sewer systems within the City to reduce combined sewer overflow discharges in accordance with the Administrative Consent Agreement signed with the Maine Department of Environmental Protection requiring a predicted \$40,000,000 in projects to be completed within the next ten (10) years.
2. That the Bonds and Notes (including any bonds or notes required to provide for exchanges or transfers of Bonds or Notes previously issued), shall be executed and delivered in the name of the City by the manual or facsimile signatures of the Mayor and Treasurer of the City (provided that at least one of such signatures shall be a manual signature), sealed with the seal of the City, attested by its Clerk.
3. That the Mayor and Treasurer of the City are hereby authorized, in the name of and on behalf of the City, to establish, determine and approve the form, dates, maturities (not to exceed the maximum term permitted by law), denominations, interest rates, payment dates, provisions for early redemption, with or without a premium, and all other details, such establishment, determination and approval to be conclusively evidenced by the execution thereof.
4. That the Mayor and Treasurer of the City are hereby authorized, in the name of and on behalf of the City, to prepare, issue, and sell such Bonds and Notes through a public offering or a private placement, or a combination thereof, on a competitive or negotiated basis, or a combination thereof, their determination and approval thereof to be conclusively evidenced by the execution thereof, and such Bonds may be issued in serial form or as term bonds, or some combination thereof, and may issued at one time or from time to time, as one or more separate issues, all as the Mayor and Treasurer shall determine to be appropriate in their sole discretion.

5. That the Treasurer is hereby authorized, in the name of and on behalf of the City, to do or cause to be done all such acts and things, including to select a financial advisor, underwriter, or paying agent /registrar for the Bonds and Notes, to approve, execute and deliver all contracts, loan agreements, investment agreements, tax compliance agreements or arbitrage certificates, closing certificates, instruments, Preliminary Official Statement, Official Statement or other offering document, a Letter of Representation necessary to qualify the Bonds or Notes for the Depository Trust Company Book-Entry Only System, continuing disclosure agreements, and such other documents, agreements and closing certificates (the "Bond Documents"), as may be necessary or desirable, in connection with the financing of the Projects, the offering, sale, issuance, and delivery of the Bonds and Notes, and the investment of the proceeds thereof, which Bond Documents may be in such form and contain such terms and provisions including, without limitation, the waiving of the City's sovereign or governmental immunity with respect to the enforceability of any of the forgoing, which waiver of sovereign or governmental immunity is hereby authorized, confirmed and approved, and such other details as he shall establish, determine and approve, such establishment, determination and approval to be conclusively evidenced by his execution thereof.
6. That if the Bonds or Notes, or any part of them, are issued on a tax-exempt basis, the Treasurer is hereby authorized, in the name of and on behalf of the City, to covenant and certify that:
 - a. No part of the Projects shall be used directly or indirectly, in a manner that would cause the Bonds or Notes to be "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), and that no part of the proceeds of the Bonds and Notes shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which or the investment yield on which would cause such Bonds or Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code; and
 - b. The City will file any required reports and take any other action that may be necessary to insure that interest on the Bonds and Notes will remain exempt from federal income taxation, and that the City will refrain from any action that would cause interest on the Bonds or Notes to be subject to federal income taxation.
7. That the term "cost" or "costs" as used herein and applied to the Projects, or any portion thereof, includes, but is not limited to (1) the cost to purchase, acquire, design, construct, renovate, improve, furnish and equip the Projects, or any portion thereof; (2) the cost of land, easements and other real property interests, landscaping and site preparation, including demolition and environmental remediation work on any existing building or structure and on the property where the Projects are located, utility extensions and site improvements, and all appurtenances and other fixtures, facilities, buildings and structures either on, above, or under the ground which are used or usable in connection with the Project; (3) the cost of feasibility studies, surveys, environmental studies and assessments, engineering, plans and specifications, legal and other professional services associated with the Project; (4) issuance costs, including premiums for insurance, capitalized interest and other fees and expenses relating to the issuance and

delivery of the Bonds and Note; and (5) other costs of the Projects ancillary or related to the foregoing costs.

8. That in each of the years during which any of the Bonds are outstanding, there shall be levied a tax in an amount that, with other revenues, if any, available for that purpose, shall be sufficient to pay the interest on said Bonds, payable in such year, and the principal of such Bonds maturing in such year.
9. That if the Mayor, Treasurer, or Clerk of the City are for any reason unavailable to approve and execute the Bonds or Notes, or any Bond Documents, the person or persons then acting in such capacity, whether on an interim or acting basis, as an assistant, a deputy, or otherwise, is authorized, in the name of and on behalf of the City, to act for such official with the same force and effect as if such official had performed such act.
10. That if the Mayor, Treasurer, or Clerk have signed or sealed the Bonds and Notes, but shall cease to be such officers or officials before the Bonds or Notes so signed and sealed shall have been actually authenticated or delivered by the City, such Bonds or Notes nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds or Notes had not ceased to be such officer or official; and also any such Bonds or Notes may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Bonds or Notes, shall be the proper officers and officials of the City, although at the nominal date of such Bonds or Notes any such person shall not have been such officer or official.
11. That if any of the Bonds or Notes are issued through the State of Maine Clean Water Revolving Loan Fund (CWSRF), the following resolutions required by Section C(4)(e) of the CWSRF Rules, Chapter 595 (the "SRF Regulations"), administered by the Department of Environmental Protection and the Maine Municipal Bond Bank (the "Bond Bank"), be and hereby are adopted:
 - a. That a Project Account shall be created for the Projects which shall be separate from all other accounts of the City. If operating revenues are to be used to retire the debt, a sub-account will be established;
 - b. That the Project Account shall be maintained in accordance with standards set forth by the Bond Bank and in accordance with generally accepted government account standards;
 - c. That a final accounting shall be made to the Bond Bank of the total cost of each Project upon completion of the Project performance certification as set out in Section G(3) of the SRF Regulations and the City acknowledges that the Bond Bank reserves the right at its sole discretion to be provided with a cost certification of the Project as built;
 - d. That an annual audit of the City, prepared by a certified public accountant or licensed public accountant be provided to the Bond Bank for the term of the loan;
 - e. That the City shall maintain insurance coverage on the Projects in an amount adequate to protect the Bond Bank's interest for the term of the loan with the Bond Bank named as loss payee;

- f. That the City will comply with any special conditions specified by the Department of Environmental Protection's environmental determination until all financial obligations to the State have been discharged;
 - g. That the City certify to the Bond Bank that it has secured all permits, licenses and approvals necessary and that it has a dedicated source of revenue for repayment;
 - h. That the City establish a rate, charge or assessment schedule in order to pay principal and interest. Such rate change or schedule shall provide total operations and debt service coverage at a level at which the coverage for the Bond Bank is sufficient;
 - i. That the City must demonstrate the ability to pay reasonably anticipated costs of operating and maintaining the financed Project; and
 - j. That the City abide by the SRF Regulations, as revised and amended and relevant State statutes of the State of Maine.
12. That while any of the Bonds (or bonds issued to refund such Bonds) are outstanding, the Mayor and Treasurer of the City are hereby authorized, in the name of and on behalf of the City, to issue and deliver refunding bonds to refund, on either a current or advance refunding basis, some or all of the bonds then outstanding, and to establish, determine and approve the time of the sale, award and settlement of such refunding bonds, the form, date, maturities (not to exceed the maximum term permitted by law), denominations, interest rates, payment dates, and all other details of such refunding bonds, and to provide that any of such refunding bonds may be made subject to call for redemption, with or without premium, such establishment, determination and approval to be conclusively evidenced by his execution thereof, and to execute and deliver, in the name of and on behalf of the City, such additional Bond Documents as may be reasonable or necessary with respect to such refunding, and each refunding bond issued hereunder shall be signed in the same manner as the Bonds.
13. That during the term any of the Bonds are outstanding, all authority granted pursuant to this Order shall be, remain, and continue in full force and effect without the necessity of any further action of the City Council.
14. That the City may pay certain costs of the Project prior to the issuance of the Bonds and Notes (referred to as "original expenditures"); to that end, the City hereby declares its official intent to reimburse itself for such original expenditures from the proceeds of such Bonds and Notes, and this Order shall constitute the City's declaration of official intent pursuant to Treasury Regulation §1.150-2.
15. That pursuant to Article XII, Section 7 of the City Charter, the following question shall be submitted to the voters of the City of Biddeford for ratification or rejection at a referendum vote to be held on November 4, 2025:

Shall the the Order of the Biddeford City Council entitled "Order Authorizing Issuance of [\$XX,000,000] of the City's General Obligation Bonds for Separating and Improving the City's Storm and Sanitary Sewer Systems in accordance with the signed Administrative Consent Agreement with

the Maine Department of Environmental Protection" be ratified and approved?

16. That said referendum question be accompanied by a signed statement of the Treasurer pursuant to 30-A M.R.S. Section 5772(2-A) and Article XII, Section 7(a) of the City Charter, as well as the City Council recommendation that the referendum question be approved.
17. The City Council shall conduct a public hearing on this Order and the foregoing question at its August 26, 2025 meeting, at {time}.

Attest:_____

TREASURER'S STATEMENT

**City of Biddeford General Obligation Bond
for
Separating and Improving the City's Storm and Sanitary
Sewer Systems to Reduce Combined Sewer Overflow
Discharges in Accordance with the Administrative
Consent Agreement Signed with the Maine Department of
Environmental Protection**

The undersigned Treasurer of the City of Biddeford hereby provides the following statement pursuant to 30-A MRSA §5772(2-A).

A. City Debt:

- | | |
|---|---------------|
| 1. Bonds outstanding and unpaid: | \$ 37,241,876 |
| 2. Bonds authorized but unissued: | \$ 14,424,561 |
| 3. Bonds to be issued if Question
1 is approved: | \$ 10,000,000 |

B. Costs:

Assuming an average annual interest rate of 4.5%, and a 20-year term, the estimated cost of the new bonds will be:

Bond Principal:	\$ 10,000,000
Estimated Interest Cost:	<u>\$ 4,725,000</u>
Total Estimated Debt Service:	\$ 14,725,000
 Estimated Average Annual Payment	 \$ 669,318

Based on the City's assessed value of its taxable property as of April 1, 2025, it would be necessary to increase the City's mil rate by \$0.156 per \$1,000 assessed value to cover the cost of this debt, commencing no sooner than the City's fiscal year 2027.

C. Validity:

The foregoing represents an estimate of costs associated with the financing and such estimates will change due to market conditions. The validity of the voters' ratification of the bonds shall not be affected by any errors in the foregoing estimates and the ratification by the voters is conclusive and the validity of the bond issue is not affected by reason of any variance of actual costs from the estimates provided above.

Treasurer, City of Biddeford

2025 Proposed November CSO Bond (Phased)

Term20 years

PaymentsSemiannual

Bond Amt\$10,000,000

Interest Rate4.50%

Allocatable Bid Premium\$480,000

\$10M bond drawn in 2 installments

Click here to update values

Click HERE to Update Values

Year	T1-Payment #	T1-Principal Payment	T1-Interest Payment	T1-Total Payment	T1-Remaining Balance	T2-Payment #	T2-Principal Payment	T2-Interest Payment	T2-Total Payment	T2-Remaining Balance	T3-Payment #	T3-Principal Payment	T3-Interest Payment	T3-Total Payment	T3-Remaining Balance	T4-Payment #	T4-Principal Payment	T4-Interest Payment	T4-Total Payment	T4-Remaining Balance	Total Principal	Total Interest	Totals
2026	1		\$ 112,500	\$ 112,500	\$ 5,000,000																\$ -	\$ 112,500	\$ 112,500
2027	2	\$ 250,000	\$ 106,875	\$ 356,875	\$ 4,750,000	1		\$ 112,500	\$ 112,500	\$ 5,000,000											\$ 250,000	\$ 112,500	\$ 362,500.00
2027	3		\$ 106,875	\$ 106,875	\$ 4,750,000	2	\$ 250,000	\$ 112,500	\$ 362,500	\$ 4,750,000											\$ -	\$ 219,375	\$ 219,375.00
2028	4	\$ 250,000	\$ 106,875	\$ 356,875	\$ 4,500,000	3		\$ 106,875	\$ 106,875	\$ 4,750,000											\$ 500,000	\$ 219,375	\$ 719,375.00
2028	5		\$ 101,250	\$ 101,250	\$ 4,500,000	4	\$ 250,000	\$ 106,875	\$ 356,875	\$ 4,500,000											\$ -	\$ 208,125	\$ 208,125.00
2029	6	\$ 250,000	\$ 101,250	\$ 351,250	\$ 4,250,000	5		\$ 101,250	\$ 101,250	\$ 4,500,000											\$ 500,000	\$ 208,125	\$ 708,125.00
2029	7		\$ 95,625	\$ 95,625	\$ 4,250,000	6	\$ 250,000	\$ 101,250	\$ 351,250	\$ 4,250,000											\$ -	\$ 196,875	\$ 196,875.00
2030	8	\$ 250,000	\$ 95,625	\$ 345,625	\$ 4,000,000	7		\$ 95,625	\$ 95,625	\$ 4,250,000											\$ 500,000	\$ 196,875	\$ 696,875.00
2030	9		\$ 90,000	\$ 90,000	\$ 4,000,000	8	\$ 250,000	\$ 95,625	\$ 345,625	\$ 4,000,000											\$ -	\$ 185,625	\$ 185,625.00
2031	10	\$ 250,000	\$ 90,000	\$ 340,000	\$ 3,750,000	9		\$ 90,000	\$ 90,000	\$ 4,000,000											\$ 500,000	\$ 185,625	\$ 685,625.00
2031	11		\$ 84,375	\$ 84,375	\$ 3,750,000	10	\$ 250,000	\$ 90,000	\$ 340,000	\$ 3,750,000											\$ -	\$ 174,375	\$ 174,375.00
2032	12	\$ 250,000	\$ 84,375	\$ 334,375	\$ 3,500,000	11		\$ 84,375	\$ 84,375	\$ 3,750,000											\$ 500,000	\$ 174,375	\$ 674,375.00
2032	13		\$ 78,750	\$ 78,750	\$ 3,500,000	12	\$ 250,000	\$ 84,375	\$ 334,375	\$ 3,500,000											\$ -	\$ 163,125	\$ 163,125.00
2033	14	\$ 250,000	\$ 78,750	\$ 328,750	\$ 3,250,000	13		\$ 78,750	\$ 78,750	\$ 3,500,000											\$ 500,000	\$ 163,125	\$ 663,125.00
2033	15		\$ 73,125	\$ 73,125	\$ 3,250,000	14	\$ 250,000	\$ 78,750	\$ 328,750	\$ 3,250,000											\$ -	\$ 151,875	\$ 151,875.00
2034	16	\$ 250,000	\$ 73,125	\$ 323,125	\$ 3,000,000	15		\$ 73,125	\$ 73,125	\$ 3,250,000											\$ 500,000	\$ 151,875	\$ 651,875.00
2034	17		\$ 67,500	\$ 67,500	\$ 3,000,000	16	\$ 250,000	\$ 73,125	\$ 323,125	\$ 3,000,000											\$ -	\$ 140,625	\$ 140,625.00
2035	18	\$ 250,000	\$ 67,500	\$ 317,500	\$ 2,750,000	17		\$ 67,500	\$ 67,500	\$ 3,000,000											\$ 500,000	\$ 140,625	\$ 640,625.00
2035	19		\$ 61,875	\$ 61,875	\$ 2,750,000	18	\$ 250,000	\$ 67,500	\$ 317,500	\$ 2,750,000											\$ -	\$ 129,375	\$ 129,375.00
2036	20	\$ 250,000	\$ 61,875	\$ 311,875	\$ 2,500,000	19		\$ 61,875	\$ 61,875	\$ 2,750,000											\$ 500,000	\$ 129,375	\$ 629,375.00
2036	21		\$ 56,250	\$ 56,250	\$ 2,500,000	20	\$ 250,000	\$ 61,875	\$ 311,875	\$ 2,500,000											\$ -	\$ 118,125	\$ 118,125.00
2037	22	\$ 250,000	\$ 56,250	\$ 306,250	\$ 2,250,000	21		\$ 56,250	\$ 56,250	\$ 2,500,000											\$ 500,000	\$ 118,125	\$ 618,125.00
2037	23		\$ 50,625	\$ 50,625	\$ 2,250,000	22	\$ 250,000	\$ 56,250	\$ 306,250	\$ 2,250,000											\$ -	\$ 106,875	\$ 106,875.00
2038	24	\$ 250,000	\$ 50,625	\$ 300,625	\$ 2,000,000	23		\$ 50,625	\$ 50,625	\$ 2,250,000											\$ 500,000	\$ 106,875	\$ 606,875.00
2038	25		\$ 45,000	\$ 45,000	\$ 2,000,000	24	\$ 250,000	\$ 50,625	\$ 300,625	\$ 2,000,000											\$ -	\$ 95,625	\$ 95,625.00
2039	26	\$ 250,000	\$ 45,000	\$ 295,000	\$ 1,750,000	25		\$ 45,000	\$ 45,000	\$ 2,000,000											\$ 500,000	\$ 95,625	\$ 595,625.00
2039	27		\$ 39,375	\$ 39,375	\$ 1,750,000	26	\$ 250,000	\$ 45,000	\$ 295,000	\$ 1,750,000											\$ -	\$ 84,375	\$ 84,375.00
2040	28	\$ 250,000	\$ 39,375	\$ 289,375	\$ 1,500,000	27		\$ 39,375	\$ 39,375	\$ 1,750,000											\$ 500,000	\$ 84,375	\$ 584,375.00
2040	29		\$ 33,750	\$ 33,750	\$ 1,500,000	28	\$ 250,000	\$ 39,375	\$ 289,375	\$ 1,500,000											\$ -	\$ 73,125	\$ 73,125.00
2041	30	\$ 250,000	\$ 33,750	\$ 283,750	\$ 1,250,000	29		\$ 33,750	\$ 33,750	\$ 1,500,000											\$ 500,000	\$ 73,125	\$ 573,125.00
2041	31		\$ 28,125	\$ 28,125	\$ 1,250,000	30	\$ 250,000	\$ 33,750	\$ 283,750	\$ 1,250,000											\$ -	\$ 61,875	\$ 61,875.00
2042	32	\$ 250,000	\$ 28,125	\$ 278,125	\$ 1,000,000	31		\$ 28,125	\$ 28,125	\$ 1,250,000											\$ 500,000	\$ 61,875	\$ 561,875.00
2042	33		\$ 22,500	\$ 22,500	\$ 1,000,000	32	\$ 250,000	\$ 28,125	\$ 278,125	\$ 1,000,000											\$ -	\$ 50,625	\$ 50,625.00
2043	34	\$ 250,000	\$ 22,500	\$ 272,500	\$ 750,000	33		\$ 22,500	\$ 22,500	\$ 1,000,000											\$ 500,000	\$ 50,625	\$ 550,625.00
2043	35		\$ 16,875	\$ 16,875	\$ 750,000	34	\$ 250,000	\$ 22,500	\$ 272,500	\$ 750,000											\$ -	\$ 39,375	\$ 39,375.00
2044	36	\$ 250,000	\$ 16,875	\$ 266,875	\$ 500,000	35		\$ 16,875	\$ 16,875	\$ 750,000											\$ 500,000	\$ 39,375	\$ 539,375.00
2044	37		\$ 11,250	\$ 11,250	\$ 500,000	36	\$ 250,000	\$ 16,875	\$ 266,875	\$ 500,000											\$ -	\$ 28,125	\$ 28,125.00
2045	38	\$ 250,000	\$ 11,250	\$ 261,250	\$ 250,000	37		\$ 11,250	\$ 11,250	\$ 500,000											\$ 500,000	\$ 28,125	\$ 528,125.00
2045	39		\$ 5,625	\$ 5,625	\$ 250,000	38	\$ 250,000	\$ 11,250	\$ 261,250	\$ 250,000											\$ -	\$ 16,875	\$ 16,875.00
2046	40	\$ 250,000	\$ 5,625	\$ 255,625	-	39		\$ 5,625	\$ 5,625	\$ 250,000											\$ 500,000	\$ 16,875	\$ 516,875.00
2046	41		\$ -	\$ -	-	40	\$ 250,000	\$ 5,625	\$ 255,625	-											\$ -	\$ 5,625	\$ 5,625.00
2047	42		\$ -	\$ -	-	41		\$ -	\$ -	-											\$ 250,000	\$ 5,625	\$ 255,625.00
2047	43					42		\$ -	\$ -	-											\$ -	\$ -	\$ -
2048	44					43	\$ -	\$ -	\$ -	-											\$ -	\$ -	\$ -
2048	45					44															\$ -	\$ -	\$ -
2049	46					45															\$ -	\$ -	\$ -
2049	47					46															\$ -	\$ -	\$ -
2050	48					47															\$ -	\$ -	\$ -
2050	49					48															\$ -	\$ -	\$ -
2051	50					49															\$ -	\$ -	\$ -
2051	51					50															\$ -	\$ -	\$ -
2052	52					51															\$ -	\$ -	\$ -
2052	53					52															\$ -	\$ -	\$ -
2053	54					53															\$ -	\$ -	\$ -
2053	55					54															\$ -	\$ -	\$ -
2054	56					55															\$ -	\$ -	\$ -
2054	57					56															\$ -	\$ -	\$ -
2055	58					57															\$ -	\$ -	\$ -
2055	59																				\$ -	\$ -	\$ -
Total		\$ 5,000,000	\$ 2,362,500	\$ 7,362,500		Total	\$ 5,000,000	\$ 2,362,500	\$ 7,362,500		Total	\$ -	\$ -	\$ -		Total	\$ -	\$ -	\$ -		\$ 10,000,000	\$ 4,725,000	\$ 14,725,000.00
Bid Premium		(Bid premium paid from proceeds)				Bid Premium		(Bid premium paid from proceeds)				Bid Premium		(Bid premium paid from proceeds)				Bid Premium		(Bid premium paid from proceeds)			
Bond Amt		\$ 5,000,000				Bond Amt		\$ 5,000,000			Bond Amt		\$ -			Bond Amt		\$ -					

TREASURER'S STATEMENT

**City of Biddeford General Obligation Bond
for
Separating and Improving the City's Storm and Sanitary
Sewer Systems to Reduce Combined Sewer Overflow
Discharges in Accordance with the Administrative
Consent Agreement Signed with the Maine Department of
Environmental Protection**

The undersigned Treasurer of the City of Biddeford hereby provides the following statement pursuant to 30-A MRSA §5772(2-A).

A. City Debt:

- | | |
|---|---------------|
| 1. Bonds outstanding and unpaid: | \$ 37,241,876 |
| 2. Bonds authorized but unissued: | \$ 14,424,561 |
| 3. Bonds to be issued if Question
1 is approved: | \$ 20,000,000 |

B. Costs:

Assuming an average annual interest rate of 4.5%, and a 20-year term, the estimated cost of the new bonds will be:

Bond Principal:	\$ 20,000,000
Estimated Interest Cost:	\$ <u>9,450,000</u>
Total Estimated Debt Service:	\$ 29,450,000
 Estimated Average Annual Payment	 \$ 1,227,083

Based on the City's assessed value of its taxable property as of April 1, 2025, it would be necessary to increase the City's mil rate by \$0.287 per \$1,000 assessed value to cover the cost of this debt, commencing no sooner than the City's fiscal year 2027.

C. Validity:

The foregoing represents an estimate of costs associated with the financing and such estimates will change due to market conditions. The validity of the voters' ratification of the bonds shall not be affected by any errors in the foregoing estimates and the ratification by the voters is conclusive and the validity of the bond issue is not affected by reason of any variance of actual costs from the estimates provided above.

Treasurer, City of Biddeford

2025 Proposed November CSO Bond (Phased)																								
Term		20 years																						
Payments		Semiannual																						
Bond Amt		\$ 20,000,000 \$20M bond drawn in 4 installments																						
Interest Rate		4.50%																						
Allocatable Bid Premium		\$ 960,000																						
Click here to update values Click HERE to Update Values																								
Year	T1-Payment #	T1-Principal Payment	T1-Interest Payment	T1-Total Payment	T1-Remaining Balance	T2-Payment #	T2-Principal Payment	T2-Interest Payment	T2-Total Payment	T2-Remaining Balance	T3-Payment #	T3-Principal Payment	T3-Interest Payment	T3-Total Payment	T3-Remaining Balance	T4-Payment #	T4-Principal Payment	T4-Interest Payment	T4-Total Payment	T4-Remaining Balance	Total Principal	Total Interest	Totals	
2026	1	\$		\$ 112,500	\$ 112,500									\$ -				\$ -			\$ -	\$ 112,500	\$ 112,500	\$ 112,500
2027	2	\$	250,000	\$ 112,500	\$ 362,500									\$ -				\$ -			\$ 250,000	\$ 112,500	\$ 362,500.00	
2027	3			\$ 106,875	\$ 106,875									\$ -				\$ -			\$ -	\$ 219,375	\$ 219,375.00	
2028	4	\$	250,000	\$ 106,875	\$ 356,875		\$	250,000	\$ 112,500	\$ 362,500				\$ -				\$ -			\$ 500,000	\$ 219,375	\$ 719,375.00	
2028	5			\$ 101,250	\$ 101,250									\$ -				\$ -			\$ -	\$ 320,625	\$ 320,625.00	
2029	6	\$	250,000	\$ 101,250	\$ 351,250		\$	250,000	\$ 106,875	\$ 356,875		\$		\$ 112,500	\$ 112,500					\$ -	\$ 750,000	\$ 320,625	\$ 1,070,625.00	
2029	7			\$ 95,625	\$ 95,625									\$ -				\$ -			\$ -	\$ 416,250	\$ 416,250.00	
2030	8	\$	250,000	\$ 95,625	\$ 345,625		\$	250,000	\$ 101,250	\$ 351,250		\$		\$ 106,875	\$ 106,875		1		\$ 112,500	\$ 112,500	\$ 1,000,000	\$ 416,250	\$ 1,416,250.00	
2030	9			\$ 90,000	\$ 90,000									\$ -			2	\$	250,000	\$ 362,500	\$ 4,750,000	\$ -	\$ 393,750	\$ 393,750.00
2031	10	\$	250,000	\$ 90,000	\$ 340,000		\$	250,000	\$ 95,625	\$ 345,625		\$		\$ 101,250	\$ 101,250		3		\$ 106,875	\$ 106,875	\$ 1,000,000	\$ 393,750	\$ 1,393,750.00	
2031	11			\$ 84,375	\$ 84,375									\$ -			4	\$	250,000	\$ 356,875	\$ 4,500,000	\$ -	\$ 371,250	\$ 371,250.00
2032	12	\$	250,000	\$ 84,375	\$ 334,375		\$	250,000	\$ 90,000	\$ 340,000		\$		\$ 95,625	\$ 95,625		5		\$ 101,250	\$ 101,250	\$ 1,000,000	\$ 371,250	\$ 1,371,250.00	
2032	13			\$ 78,750	\$ 78,750									\$ -			6	\$	250,000	\$ 351,250	\$ 4,250,000	\$ -	\$ 348,750	\$ 348,750.00
2033	14	\$	250,000	\$ 78,750	\$ 328,750		\$	250,000	\$ 84,375	\$ 334,375		\$		\$ 90,000	\$ 90,000		7		\$ 95,625	\$ 95,625	\$ 1,000,000	\$ 348,750	\$ 1,348,750.00	
2033	15			\$ 73,125	\$ 73,125									\$ -			8	\$	250,000	\$ 345,625	\$ 4,000,000	\$ -	\$ 326,250	\$ 326,250.00
2034	16	\$	250,000	\$ 73,125	\$ 323,125		\$	250,000	\$ 78,750	\$ 328,750		\$		\$ 84,375	\$ 84,375		9		\$ 90,000	\$ 90,000	\$ 1,000,000	\$ 326,250	\$ 1,326,250.00	
2034	17			\$ 67,500	\$ 67,500									\$ -			10	\$	250,000	\$ 340,000	\$ 3,750,000	\$ -	\$ 303,750	\$ 303,750.00
2035	18	\$	250,000	\$ 67,500	\$ 317,500		\$	250,000	\$ 73,125	\$ 323,125		\$		\$ 78,750	\$ 78,750		11		\$ 84,375	\$ 84,375	\$ 1,000,000	\$ 303,750	\$ 1,303,750.00	
2035	19			\$ 61,875	\$ 61,875									\$ -			12	\$	250,000	\$ 334,375	\$ 3,500,000	\$ -	\$ 281,250	\$ 281,250.00
2036	20	\$	250,000	\$ 61,875	\$ 311,875		\$	250,000	\$ 67,500	\$ 317,500		\$		\$ 73,125	\$ 73,125		13		\$ 78,750	\$ 78,750	\$ 1,000,000	\$ 281,250	\$ 1,281,250.00	
2036	21			\$ 56,250	\$ 56,250									\$ -			14	\$	250,000	\$ 328,750	\$ 3,250,000	\$ -	\$ 258,750	\$ 258,750.00
2037	22	\$	250,000	\$ 56,250	\$ 306,250		\$	250,000	\$ 61,875	\$ 311,875		\$		\$ 67,500	\$ 67,500		15		\$ 73,125	\$ 73,125	\$ 1,000,000	\$ 258,750	\$ 1,258,750.00	
2037	23			\$ 50,625	\$ 50,625									\$ -			16	\$	250,000	\$ 323,125	\$ 3,000,000	\$ -	\$ 236,250	\$ 236,250.00
2038	24	\$	250,000	\$ 50,625	\$ 300,625		\$	250,000	\$ 56,250	\$ 306,250		\$		\$ 61,875	\$ 61,875		17		\$ 67,500	\$ 67,500	\$ 1,000,000	\$ 236,250	\$ 1,236,250.00	
2038	25			\$ 45,000	\$ 45,000									\$ -			18	\$	250,000	\$ 317,500	\$ 2,750,000	\$ -	\$ 213,750	\$ 213,750.00
2039	26	\$	250,000	\$ 45,000	\$ 295,000		\$	250,000	\$ 50,625	\$ 300,625		\$		\$ 56,250	\$ 56,250		19		\$ 61,875	\$ 61,875	\$ 1,000,000	\$ 213,750	\$ 1,213,750.00	
2039	27			\$ 39,375	\$ 39,375									\$ -			20	\$	250,000	\$ 311,875	\$ 2,500,000	\$ -	\$ 191,250	\$ 191,250.00
2040	28	\$	250,000	\$ 39,375	\$ 289,375		\$	250,000	\$ 45,000	\$ 295,000		\$		\$ 50,625	\$ 50,625		21		\$ 56,250	\$ 56,250	\$ 1,000,000	\$ 191,250	\$ 1,191,250.00	
2040	29			\$ 33,750	\$ 33,750									\$ -			22	\$	250,000	\$ 306,250	\$ 2,250,000	\$ -	\$ 168,750	\$ 168,750.00
2041	30	\$	250,000	\$ 33,750	\$ 283,750		\$	250,000	\$ 39,375	\$ 289,375		\$		\$ 45,000	\$ 45,000		23		\$ 50,625	\$ 50,625	\$ 1,000,000	\$ 168,750	\$ 1,168,750.00	
2041	31			\$ 28,125	\$ 28,125									\$ -			24	\$	250,000	\$ 300,625	\$ 2,000,000	\$ -	\$ 146,250	\$ 146,250.00
2042	32	\$	250,000	\$ 28,125	\$ 278,125		\$	250,000	\$ 33,750	\$ 283,750		\$		\$ 39,375	\$ 39,375		25		\$ 45,000	\$ 45,000	\$ 1,000,000	\$ 146,250	\$ 1,146,250.00	
2042	33			\$ 22,500	\$ 22,500									\$ -			26	\$	250,000	\$ 295,000	\$ 1,750,000	\$ -	\$ 123,750	\$ 123,750.00
2043	34	\$	250,000	\$ 22,500	\$ 272,500		\$	250,000	\$ 28,125	\$ 278,125		\$		\$ 33,750	\$ 33,750		27		\$ 39,375	\$ 39,375	\$ 1,000,000	\$ 123,750	\$ 1,123,750.00	
2043	35			\$ 16,875	\$ 16,875									\$ -			28	\$	250,000	\$ 289,375	\$ 1,500,000	\$ -	\$ 101,250	\$ 101,250.00
2044	36	\$	250,000	\$ 16,875	\$ 266,875		\$	250,000	\$ 22,500	\$ 272,500		\$		\$ 28,125	\$ 28,125		29		\$ 33,750	\$ 33,750	\$ 1,000,000	\$ 101,250	\$ 1,101,250.00	
2044	37			\$ 11,250	\$ 11,250									\$ -			30	\$	250,000	\$ 283,750	\$ 1,250,000	\$ -	\$ 78,750	\$ 78,750.00
2045	38	\$	250,000	\$ 11,250	\$ 261,250		\$	250,000	\$ 16,875	\$ 266,875		\$		\$ 22,500	\$ 22,500		31		\$ 28,125	\$ 28,125	\$ 1,000,000	\$ 78,750	\$ 1,078,750.00	
2045	39			\$ 5,625	\$ 5,625									\$ -			32	\$	250,000	\$ 278,125	\$ 1,000,000	\$ -	\$ 56,250	\$ 56,250.00
2046	40	\$	250,000	\$ 5,625	\$ 255,625		\$	250,000	\$ 11,250	\$ 261,250		\$		\$ 16,875	\$ 16,875		33		\$ 22,500	\$ 22,500	\$ 1,000,000	\$ 56,250	\$ 1,056,250.00	
2046	41			\$ -	\$ -									\$ -			34	\$	250,000	\$ 272,500	\$ 750,000	\$ -	\$ 33,750	\$ 33,750.00
2047	42			\$ -	\$ -									\$ -			35		\$ 16,875	\$ 16,875	\$ 750,000	\$ -	\$ 783,750	\$ 783,750.00
2047	43			\$ -	\$ -									\$ -			36	\$	250,000	\$ 266,875	\$ 500,000	\$ -	\$ 16,875	\$ 16,875.00
2048	44			\$ -	\$ -									\$ -			37		\$ 11,250	\$ 11,250	\$ 500,000	\$ -	\$ 516,875	\$ 516,875.00
2048	45			\$ -	\$ -									\$ -			38	\$	250,000	\$ 261,250	\$ 250,000	\$ -	\$ 5,625	\$ 5,625.00
2049	46			\$ -	\$ -									\$ -			39		\$ 5,625	\$ 5,625	\$ 250,000	\$ -	\$ 255,625	\$ 255,625.00
2049	47			\$ -	\$ -									\$ -			40	\$	250,000	\$ 255,625	\$ -	\$ 250,000	\$ 5,625	\$ -
2050	48			\$ -	\$ -									\$ -			41		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2050	49			\$ -	\$ -									\$ -			42		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2051	50			\$ -	\$ -									\$ -			43	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -
2051	51			\$ -	\$ -									\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2052	52			\$ -	\$ -									\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2052	53			\$ -	\$ -									\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2053	54			\$ -	\$ -									\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TREASURER'S STATEMENT

**City of Biddeford General Obligation Bond
for
Separating and Improving the City's Storm and Sanitary
Sewer Systems to Reduce Combined Sewer Overflow
Discharges in Accordance with the Administrative
Consent Agreement Signed with the Maine Department of
Environmental Protection**

The undersigned Treasurer of the City of Biddeford hereby provides the following statement pursuant to 30-A MRSA §5772(2-A).

A. City Debt:

- | | |
|---|---------------|
| 1. Bonds outstanding and unpaid: | \$ 37,241,876 |
| 2. Bonds authorized but unissued: | \$ 14,424,561 |
| 3. Bonds to be issued if Question
1 is approved: | \$ 40,000,000 |

B. Costs:

Assuming an average annual interest rate of 4.5%, and a 20-year term, the estimated cost of the new bonds will be:

Bond Principal:	\$ 40,000,000
Estimated Interest Cost:	<u>\$ 18,900,000</u>
Total Estimated Debt Service:	\$ 58,900,000
 Estimated Average Annual Payment	 \$ 2,245,712

Based on the City's assessed value of its taxable property as of April 1, 2025, it would be necessary to increase the City's mil rate by \$0.525 per \$1,000 assessed value to cover the cost of this debt, commencing no sooner than the City's fiscal year 2027.

C. Validity:

The foregoing represents an estimate of costs associated with the financing and such estimates will change due to market conditions. The validity of the voters' ratification of the bonds shall not be affected by any errors in the foregoing estimates and the ratification by the voters is conclusive and the validity of the bond issue is not affected by reason of any variance of actual costs from the estimates provided above.

Treasurer, City of Biddeford

2025 Proposed November CSO Bond (Phased)																							
Term		20 years																					
Payments		Semiannual																					
Bond Amt		\$ 40,000,000 \$40M bond drawn in 4 installments																					
Interest Rate		4.50%																					
Allocatable Bid Premium		\$ 1,920,000																					
Click here to update values Click HERE to Update Values																							
Year	T1-Payment #	T1-Principal Payment	T1-Interest Payment	T1-Total Payment	T1-Remaining Balance	T2-Payment #	T2-Principal Payment	T2-Interest Payment	T2-Total Payment	T2-Remaining Balance	T3-Payment #	T3-Principal Payment	T3-Interest Payment	T3-Total Payment	T3-Remaining Balance	T4-Payment #	T4-Principal Payment	T4-Interest Payment	T4-Total Payment	T4-Remaining Balance	Total Principal	Total Interest	Totals
2026	1		\$ 225,000	\$ 225,000	\$ 10,000,000																\$ -	\$ 225,000	\$ 225,000
2027	2	\$ 500,000	\$ 225,000	\$ 725,000	\$ 9,500,000																\$ 500,000	\$ 225,000	\$ 725,000
2027	3		\$ 213,750	\$ 213,750	\$ 9,500,000																\$ -	\$ 213,750	\$ 213,750
2028	4	\$ 500,000	\$ 213,750	\$ 713,750	\$ 9,000,000																\$ 500,000	\$ 213,750	\$ 713,750
2028	5		\$ 202,500	\$ 202,500	\$ 9,000,000	1		\$ 225,000	\$ 225,000	\$ 10,000,000											\$ -	\$ 427,500	\$ 427,500
2029	6	\$ 500,000	\$ 202,500	\$ 702,500	\$ 8,500,000	2	\$ 500,000	\$ 225,000	\$ 725,000	\$ 9,500,000											\$ 1,000,000	\$ 427,500	\$ 1,427,500
2029	7		\$ 191,250	\$ 191,250	\$ 8,500,000	3		\$ 213,750	\$ 213,750	\$ 9,500,000											\$ -	\$ 405,000	\$ 405,000
2030	8	\$ 500,000	\$ 191,250	\$ 691,250	\$ 8,000,000	4	\$ 500,000	\$ 213,750	\$ 713,750	\$ 9,000,000											\$ 1,000,000	\$ 405,000	\$ 1,405,000
2030	9		\$ 180,000	\$ 180,000	\$ 8,000,000	5		\$ 202,500	\$ 202,500	\$ 9,000,000	1		\$ 225,000	\$ 225,000	\$ 10,000,000						\$ -	\$ 607,500	\$ 607,500
2031	10	\$ 500,000	\$ 180,000	\$ 680,000	\$ 7,500,000	6	\$ 500,000	\$ 202,500	\$ 702,500	\$ 8,500,000	2	\$ 500,000	\$ 225,000	\$ 725,000	\$ 9,500,000						\$ 1,500,000	\$ 607,500	\$ 2,107,500
2031	11		\$ 168,750	\$ 168,750	\$ 7,500,000	7		\$ 191,250	\$ 191,250	\$ 8,500,000	3		\$ 213,750	\$ 213,750	\$ 9,500,000						\$ -	\$ 573,750	\$ 573,750
2032	12	\$ 500,000	\$ 168,750	\$ 668,750	\$ 7,000,000	8	\$ 500,000	\$ 191,250	\$ 691,250	\$ 8,000,000	4	\$ 500,000	\$ 213,750	\$ 713,750	\$ 9,000,000						\$ 1,500,000	\$ 573,750	\$ 2,073,750
2032	13		\$ 157,500	\$ 157,500	\$ 7,000,000	9		\$ 180,000	\$ 180,000	\$ 8,000,000	5		\$ 202,500	\$ 202,500	\$ 9,000,000	1		\$ 225,000	\$ 225,000	\$ 10,000,000	\$ -	\$ 765,000	\$ 765,000
2033	14	\$ 500,000	\$ 157,500	\$ 657,500	\$ 6,500,000	10	\$ 500,000	\$ 180,000	\$ 680,000	\$ 7,500,000	6	\$ 500,000	\$ 202,500	\$ 702,500	\$ 8,500,000	2	\$ 500,000	\$ 225,000	\$ 725,000	\$ 9,500,000	\$ 2,000,000	\$ 765,000	\$ 2,765,000
2033	15		\$ 146,250	\$ 146,250	\$ 6,500,000	11		\$ 168,750	\$ 168,750	\$ 7,500,000	7		\$ 191,250	\$ 191,250	\$ 8,500,000	3		\$ 213,750	\$ 213,750	\$ 9,500,000	\$ -	\$ 720,000	\$ 720,000
2034	16	\$ 500,000	\$ 146,250	\$ 646,250	\$ 6,000,000	12	\$ 500,000	\$ 168,750	\$ 668,750	\$ 7,000,000	8	\$ 500,000	\$ 191,250	\$ 691,250	\$ 8,000,000	4	\$ 500,000	\$ 213,750	\$ 713,750	\$ 9,000,000	\$ 2,000,000	\$ 720,000	\$ 2,720,000
2034	17		\$ 135,000	\$ 135,000	\$ 6,000,000	13		\$ 157,500	\$ 157,500	\$ 7,000,000	9		\$ 180,000	\$ 180,000	\$ 8,000,000	5		\$ 202,500	\$ 202,500	\$ 9,000,000	\$ -	\$ 675,000	\$ 675,000
2035	18	\$ 500,000	\$ 135,000	\$ 635,000	\$ 5,500,000	14	\$ 500,000	\$ 157,500	\$ 657,500	\$ 6,500,000	10	\$ 500,000	\$ 180,000	\$ 680,000	\$ 7,500,000	6	\$ 500,000	\$ 202,500	\$ 702,500	\$ 8,500,000	\$ 2,000,000	\$ 675,000	\$ 2,675,000
2035	19		\$ 123,750	\$ 123,750	\$ 5,500,000	15		\$ 146,250	\$ 146,250	\$ 6,500,000	11		\$ 168,750	\$ 168,750	\$ 7,500,000	7		\$ 191,250	\$ 191,250	\$ 8,500,000	\$ -	\$ 630,000	\$ 630,000
2036	20	\$ 500,000	\$ 123,750	\$ 623,750	\$ 5,000,000	16	\$ 500,000	\$ 146,250	\$ 646,250	\$ 6,000,000	12	\$ 500,000	\$ 168,750	\$ 668,750	\$ 7,000,000	8	\$ 500,000	\$ 191,250	\$ 691,250	\$ 8,000,000	\$ 2,000,000	\$ 630,000	\$ 2,630,000
2036	21		\$ 112,500	\$ 112,500	\$ 5,000,000	17		\$ 135,000	\$ 135,000	\$ 6,000,000	13		\$ 157,500	\$ 157,500	\$ 7,000,000	9		\$ 180,000	\$ 180,000	\$ 8,000,000	\$ -	\$ 585,000	\$ 585,000
2037	22	\$ 500,000	\$ 112,500	\$ 612,500	\$ 4,500,000	18	\$ 500,000	\$ 135,000	\$ 635,000	\$ 5,500,000	14	\$ 500,000	\$ 157,500	\$ 657,500	\$ 6,500,000	10	\$ 500,000	\$ 180,000	\$ 680,000	\$ 7,500,000	\$ 2,000,000	\$ 585,000	\$ 2,585,000
2037	23		\$ 101,250	\$ 101,250	\$ 4,500,000	19		\$ 123,750	\$ 123,750	\$ 5,500,000	15		\$ 146,250	\$ 146,250	\$ 6,500,000	11		\$ 168,750	\$ 168,750	\$ 7,500,000	\$ -	\$ 540,000	\$ 540,000
2038	24	\$ 500,000	\$ 101,250	\$ 601,250	\$ 4,000,000	20	\$ 500,000	\$ 123,750	\$ 623,750	\$ 5,000,000	16	\$ 500,000	\$ 146,250	\$ 646,250	\$ 6,000,000	12	\$ 500,000	\$ 168,750	\$ 668,750	\$ 7,000,000	\$ 2,000,000	\$ 540,000	\$ 2,540,000
2038	25		\$ 90,000	\$ 90,000	\$ 4,000,000	21		\$ 112,500	\$ 112,500	\$ 5,000,000	17		\$ 135,000	\$ 135,000	\$ 6,000,000	13		\$ 157,500	\$ 157,500	\$ 7,000,000	\$ -	\$ 495,000	\$ 495,000
2039	26	\$ 500,000	\$ 90,000	\$ 590,000	\$ 3,500,000	22	\$ 500,000	\$ 112,500	\$ 612,500	\$ 4,500,000	18	\$ 500,000	\$ 135,000	\$ 635,000	\$ 5,500,000	14	\$ 500,000	\$ 157,500	\$ 657,500	\$ 6,500,000	\$ 2,000,000	\$ 495,000	\$ 2,495,000
2039	27		\$ 78,750	\$ 78,750	\$ 3,500,000	23		\$ 101,250	\$ 101,250	\$ 4,500,000	19		\$ 123,750	\$ 123,750	\$ 5,500,000	15		\$ 146,250	\$ 146,250	\$ 6,500,000	\$ -	\$ 450,000	\$ 450,000
2040	28	\$ 500,000	\$ 78,750	\$ 578,750	\$ 3,000,000	24	\$ 500,000	\$ 101,250	\$ 601,250	\$ 4,000,000	20	\$ 500,000	\$ 123,750	\$ 623,750	\$ 5,000,000	16	\$ 500,000	\$ 146,250	\$ 646,250	\$ 6,000,000	\$ 2,000,000	\$ 450,000	\$ 2,450,000
2040	29		\$ 67,500	\$ 67,500	\$ 3,000,000	25		\$ 90,000	\$ 90,000	\$ 4,000,000	21		\$ 112,500	\$ 112,500	\$ 5,000,000	17		\$ 135,000	\$ 135,000	\$ 6,000,000	\$ -	\$ 405,000	\$ 405,000
2041	30	\$ 500,000	\$ 67,500	\$ 567,500	\$ 2,500,000	26	\$ 500,000	\$ 90,000	\$ 590,000	\$ 3,500,000	22	\$ 500,000	\$ 112,500	\$ 612,500	\$ 4,500,000	18	\$ 500,000	\$ 135,000	\$ 635,000	\$ 5,500,000	\$ 2,000,000	\$ 405,000	\$ 2,405,000
2041	31		\$ 56,250	\$ 56,250	\$ 2,500,000	27		\$ 78,750	\$ 78,750	\$ 3,500,000	23		\$ 101,250	\$ 101,250	\$ 4,500,000	19		\$ 123,750	\$ 123,750	\$ 5,500,000	\$ -	\$ 360,000	\$ 360,000
2042	32	\$ 500,000	\$ 56,250	\$ 556,250	\$ 2,000,000	28	\$ 500,000	\$ 78,750	\$ 578,750	\$ 3,000,000	24	\$ 500,000	\$ 101,250	\$ 601,250	\$ 4,000,000	20	\$ 500,000	\$ 123,750	\$ 623,750	\$ 5,000,000	\$ 2,000,000	\$ 360,000	\$ 2,360,000
2042	33		\$ 45,000	\$ 45,000	\$ 2,000,000	29		\$ 67,500	\$ 67,500	\$ 3,000,000	25		\$ 90,000	\$ 90,000	\$ 4,000,000	21		\$ 112,500	\$ 112,500	\$ 5,000,000	\$ -	\$ 315,000	\$ 315,000
2043	34	\$ 500,000	\$ 45,000	\$ 545,000	\$ 1,500,000	30	\$ 500,000	\$ 67,500	\$ 567,500	\$ 2,500,000	26	\$ 500,000	\$ 90,000	\$ 590,000	\$ 3,500,000	22	\$ 500,000	\$ 112,500	\$ 612,500	\$ 4,500,000	\$ 2,000,000	\$ 315,000	\$ 2,315,000
2043	35		\$ 33,750	\$ 33,750	\$ 1,500,000	31		\$ 56,250	\$ 56,250	\$ 2,500,000	27		\$ 78,750	\$ 78,750	\$ 3,500,000	23		\$ 101,250	\$ 101,250	\$ 4,500,000	\$ -	\$ 270,000	\$ 270,000
2044	36	\$ 500,000	\$ 33,750	\$ 533,750	\$ 1,000,000	32	\$ 500,000	\$ 56,250	\$ 556,250	\$ 2,000,000	28	\$ 500,000	\$ 78,750	\$ 578,750	\$ 3,000,000	24	\$ 500,000	\$ 101,250	\$ 601,250	\$ 4,000,000	\$ 2,000,000	\$ 270,000	\$ 2,270,000
2044	37		\$ 22,500	\$ 22,500	\$ 1,000,000	33		\$ 45,000	\$ 45,000	\$ 2,000,000	29		\$ 67,500	\$ 67,500	\$ 3,000,000	25		\$ 90,000	\$ 90,000	\$ 4,000,000	\$ -	\$ 225,000	\$ 225,000
2045	38	\$ 500,000	\$ 22,500	\$ 522,500	\$ 500,000	34	\$ 500,000	\$ 45,000	\$ 545,000	\$ 1,500,000	30	\$ 500,000	\$ 67,500	\$ 567,500	\$ 2,500,000	26	\$ 500,000	\$ 90,000	\$ 590,000	\$ 3,500,000	\$ 2,000,000	\$ 225,000	\$ 2,225,000
2045	39		\$ 11,250	\$ 11,250	\$ 500,000	35		\$ 33,750	\$ 33,750	\$ 1,500,000	31		\$ 56,250	\$ 56,250	\$ 2,500,000	27		\$ 78,750	\$ 78,750	\$ 3,500,000	\$ -	\$ 180,000	\$ 180,000
2046	40	\$ 500,000	\$ 11,250	\$ 511,250	\$ -	36	\$ 500,000	\$ 33,750	\$ 533,750	\$ 1,000,000	32	\$ 500,000	\$ 56,250	\$ 556,250	\$ 2,000,000	28	\$ 500,000	\$ 78,750	\$ 578,750	\$ 3,000,000	\$ 2,000,000	\$ 180,000	\$ 2,180,000
2046						37		\$ 22,500	\$ 22,500	\$													



City Council

Meeting Date: August 5, 2025
Meeting Time: 6:00 PM
Agenda Item No: 10.g
Item Description: 2025.102 Approval Bond Question 2 - Recreation Facility Improvements
Submitted By: Brian S. Phinney, Acting City Manager

Supporting Information/Documentation:

20250805 Biddeford 2025 \$6M Recreation Facilities Bond - ORDER, 20250805 Biddeford 2025 Referendum Election - Treasurer Statement Recreation \$6M, 20250805 \$6M Bond Payment Schedule - REFERENCE

Key Terms:

Executive Summary:

Approval of this item establishes support for a \$6M Recreation Facilities Improvement Bond for consideration by the voters in November.

Detailed Review:

The Biddeford City Council is considering a recreation bond for voter approval to fund improvements at several recreation facilities in Biddeford. The intent of the Bond is to fund construction and equipment improvements to the City's recreation facilities throughout the City but limited to Clifford Park, Rotary Park, Shevenell Park, Doran Field, St. Louis Field, J. Richard Martin Community Center, West Brook Skating Rink, Biddeford Ice Arena, or a future skate park.

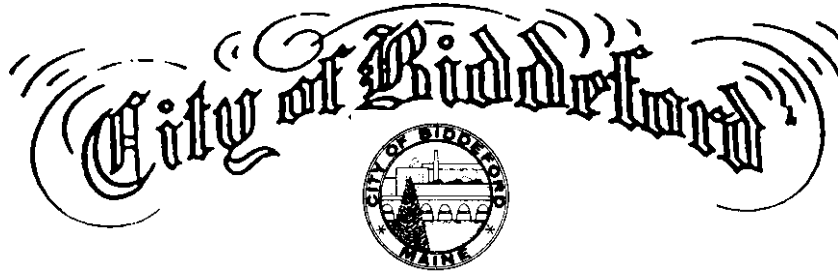
As part of the Bond package, if approved, the Council contemplates a public process for selecting and prioritizing the projects to be funded.

Funding Source:

The amount proposed for the Recreation Bond is \$6M. The Bond will be funded by taxpayer support. Based on the average Bond payment, the impact on a median home valued at \$385,500 is \$37.62.

Staff Recommendation:

Staff supports placing a recreation facilities improvement bond on the November ballot, if it is the will of the Council, to determine whether there is support for funding recreation facility improvements.



Order Authorizing \$6,000,000 of City of Biddeford General Obligation Bonds for Improvements to the City's Recreation Facilities

2025.102 IN BOARD OF CITY COUNCIL..... August 5, 2025 BE IT ORDERED, by the Biddeford City Council as follows:

1. That pursuant to Article XI, Section 6 of the City Charter, 30-A M.R.S. §5772, and all other authority thereto enabling, and subject to the requirements of Article XII, Section 7 of the City Charter, the Mayor and Treasurer of the City are hereby authorized, in the name of and on behalf of the City, to borrow up to \$6,000,000, and to issue therefore, at one time or from time-to-time, the City's general obligation bonds (the "Bonds") and notes in anticipation thereof (the "Notes") in like amount, the proceeds to be used and are hereby appropriated for the costs of the following project (the "Project"):
 - Construction and equipping of improvements to the City's recreation facilities throughout the City limited to Clifford Park, Rotary Park, Shevenell Park, Doran Field, S. Louis Field, J. Richard Martin Community Center, West Brook Skating Rink, Biddeford Ice Arena, or a future skate park.
2. That the Bonds and Notes (including any bonds or notes required to provide for exchanges or transfers of Bonds or Notes previously issued), shall be executed and delivered in the name of the City by the manual or facsimile signatures of the Mayor and Treasurer of the City (provided that at least one of such signatures shall be a manual signature), sealed with the seal of the City, attested by its Clerk.
3. That the Mayor and Treasurer of the City are hereby authorized, in the name of and on behalf of the City, to establish, determine and approve the form, dates, maturities (not to exceed the maximum term permitted by law), denominations, interest rates, payment dates, provisions for early redemption, with or without a premium, and all other details, such establishment, determination and approval to be conclusively evidenced by the execution thereof.
4. That the Mayor and Treasurer of the City are hereby authorized, in the name of and on behalf of the City, to prepare, issue, and sell such Bonds and Notes through a public offering or a private placement, or a combination thereof, on a competitive or negotiated basis, or a combination thereof, their determination and approval thereof to be conclusively evidenced by the execution thereof, and such Bonds may be issued in serial form or as term bonds, or some combination thereof, and may issued at one time or from time to time, as one or more separate issues, all as the Mayor and Treasurer shall determine to be appropriate in their sole discretion.
5. That the Treasurer is hereby authorized, in the name of and on behalf of the City, to do or cause to be done all such acts and things, including to select a financial

advisor, underwriter, or paying agent /registrar for the Bonds and Notes, to approve, execute and deliver all contracts, loan agreements, investment agreements, tax compliance agreements or arbitrage certificates, closing certificates, instruments, Preliminary Official Statement, Official Statement or other offering document, a Letter of Representation necessary to qualify the Bonds or Notes for the Depository Trust Company Book-Entry Only System, continuing disclosure agreements, and such other documents, agreements and closing certificates (the "Bond Documents"), as may be necessary or desirable, in connection with the financing of the Projects, the offering, sale, issuance, and delivery of the Bonds and Notes, and the investment of the proceeds thereof, which Bond Documents may be in such form and contain such terms and provisions including, without limitation, the waiving of the City's sovereign or governmental immunity with respect to the enforceability of any of the forgoing, which waiver of sovereign or governmental immunity is hereby authorized, confirmed and approved, and such other details as he shall establish, determine and approve, such establishment, determination and approval to be conclusively evidenced by his execution thereof.

6. That if the Bonds or Notes, or any part of them, are issued on a tax-exempt basis, the Treasurer is hereby authorized, in the name of and on behalf of the City, to covenant and certify that:
 - a. No part of the Projects shall be used directly or indirectly, in a manner that would cause the Bonds or Notes to be "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), and that no part of the proceeds of the Bonds and Notes shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which or the investment yield on which would cause such Bonds or Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code; and
 - b. The City will file any required reports and take any other action that may be necessary to insure that interest on the Bonds and Notes will remain exempt from federal income taxation, and that the City will refrain from any action that would cause interest on the Bonds or Notes to be subject to federal income taxation.
7. That the term "cost" or "costs" as used herein and applied to the Projects, or any portion thereof, includes, but is not limited to (1) the cost to purchase, acquire, design, construct, renovate, improve, furnish and equip the Projects, or any portion thereof; (2) the cost of land, easements and other real property interests, landscaping and site preparation, including demolition and environmental remediation work on any existing building or structure and on the property where the Projects are located, utility extensions and site improvements, and all appurtenances and other fixtures, facilities, buildings and structures either on, above, or under the ground which are used or usable in connection with the Project; (3) the cost of feasibility studies, surveys, environmental studies and assessments, engineering, plans and specifications, legal and other professional services associated with the Project; (4) issuance costs, including premiums for insurance, capitalized interest and other fees and expenses relating to the issuance and delivery of the Bonds and Note; and (5) other costs of the Projects ancillary or related to the foregoing costs.

8. That in each of the years during which any of the Bonds are outstanding, there shall be levied a tax in an amount that, with other revenues, if any, available for that purpose, shall be sufficient to pay the interest on said Bonds, payable in such year, and the principal of such Bonds maturing in such year.
9. That if the Mayor, Treasurer, or Clerk of the City are for any reason unavailable to approve and execute the Bonds or Notes, or any Bond Documents, the person or persons then acting in such capacity, whether on an interim or acting basis, as an assistant, a deputy, or otherwise, is authorized, in the name of and on behalf of the City, to act for such official with the same force and effect as if such official had performed such act.
10. That if the Mayor, Treasurer, or Clerk have signed or sealed the Bonds and Notes, but shall cease to be such officers or officials before the Bonds or Notes so signed and sealed shall have been actually authenticated or delivered by the City, such Bonds or Notes nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds or Notes had not ceased to be such officer or official; and also any such Bonds or Notes may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Bonds or Notes, shall be the proper officers and officials of the City, although at the nominal date of such Bonds or Notes any such person shall not have been such officer or official.
11. That while any of the Bonds (or bonds issued to refund such Bonds) are outstanding, the Mayor and Treasurer of the City are hereby authorized, in the name of and on behalf of the City, to issue and deliver refunding bonds to refund, on either a current or advance refunding basis, some or all of the bonds then outstanding, and to establish, determine and approve the time of the sale, award and settlement of such refunding bonds, the form, date, maturities (not to exceed the maximum term permitted by law), denominations, interest rates, payment dates, and all other details of such refunding bonds, and to provide that any of such refunding bonds may be made subject to call for redemption, with or without premium, such establishment, determination and approval to be conclusively evidenced by his execution thereof, and to execute and deliver, in the name of and on behalf of the City, such additional Bond Documents as may be reasonable or necessary with respect to such refunding, and each refunding bond issued hereunder shall be signed in the same manner as the Bonds.
12. That during the term any of the Bonds are outstanding, all authority granted pursuant to this Order shall be, remain, and continue in full force and effect without the necessity of any further action of the City Council.
13. That the City may pay certain costs of the Project prior to the issuance of the Bonds and Notes (referred to as "original expenditures"); to that end, the City hereby declares its official intent to reimburse itself for such original expenditures from the proceeds of such Bonds and Notes, and this Order shall constitute the City's declaration of official intent pursuant to Treasury Regulation §1.150-2.
14. That pursuant to Article XII, Section 7 of the City Charter, the following question shall be submitted to the voters of the City of Biddeford for ratification or rejection at a referendum vote to be held on November 4, 2025:

Shall the the Order of the Biddeford City Council entitled "Order Authorizing Issuance of \$6,000,000 of the City's General Obligation Bonds for Improvements to the City's Recreation Facilities" be ratified and approved?

15. That said referendum question be accompanied by a signed statement of the Treasurer pursuant to 30-A M.R.S. Section 5772(2-A) and Article XII, Section 7(a) of the City Charter, as well as the City Council recommendation that the referendum question be approved.
16. The City Council shall conduct a public hearing on this Order and the foregoing question at its August 26, 2025 meeting, at {time}.

A true copy, attest:_____

Title:

Dated:

TREASURER'S STATEMENT

City of Biddeford General Obligation Bond for Improvements to the City's Recreation Facilities

The undersigned Treasurer of the City of Biddeford hereby provides the following statement pursuant to 30-A MRSA §5772(2-A).

A. City Debt:

1. Bonds outstanding and unpaid:	\$ 37,241,876
2. Bonds authorized but unissued:	\$ 14,424,561
3. Bonds to be issued if Question 2 is approved:	\$ 6,000,000

B. Costs:

Assuming an average annual interest rate of 4.5 %, and a 20-year term, the estimated cost of the new bonds will be:

Bond Principal:	\$ 6,000,000
Estimated Interest Cost:	<u>\$ 2,835,000</u>
Total Estimated Debt Service:	\$ 8,835,000

Estimated Average Annual Payment	\$ 420,714
----------------------------------	------------

Based on the City's assessed value of its taxable property as of April 1, 2025, it would be necessary to increase the City's mil rate by \$0.098 per \$1,000 assessed value to cover the cost of this debt, commencing no sooner than the City's fiscal year 2027.

C. Validity:

The foregoing represents an estimate of costs associated with the financing and such estimates will change due to market conditions. The validity of the voters' ratification of the bonds shall not be affected by any errors in the foregoing estimates and the ratification by the voters is conclusive and the validity of the bond issue is not affected by reason of any variance of actual costs from the estimates provided above.

Treasurer, City of Biddeford

2025 Proposed November Add'l Bond - Parks & Infrastructure

Term 20 years
Payments Semiannual
Bond Amt \$ 6,000,000 This number from "Council Add'l Bond Selection" worksheet
Interest Rate 4.50%
Allocatable Bid Premium \$ 288,000

Click HERE to
update Values

Year	Payment #	Principal Payment	Interest Payment	Total Payment	Remaining Balance
2026			\$ 135,000	\$ 135,000	\$ 6,000,000
2027	1	\$ 300,000	\$ 135,000	\$ 435,000	\$ 5,700,000
2027	2	\$ -	\$ 128,250	\$ 128,250	\$ 5,700,000
2028	3	\$ 300,000	\$ 128,250	\$ 428,250	\$ 5,400,000
2028	4	\$ -	\$ 121,500	\$ 121,500	\$ 5,400,000
2029	5	\$ 300,000	\$ 121,500	\$ 421,500	\$ 5,100,000
2029	6	\$ -	\$ 114,750	\$ 114,750	\$ 5,100,000
2030	7	\$ 300,000	\$ 114,750	\$ 414,750	\$ 4,800,000
2030	8	\$ -	\$ 108,000	\$ 108,000	\$ 4,800,000
2031	9	\$ 300,000	\$ 108,000	\$ 408,000	\$ 4,500,000
2031	10	\$ -	\$ 101,250	\$ 101,250	\$ 4,500,000
2032	11	\$ 300,000	\$ 101,250	\$ 401,250	\$ 4,200,000
2032	12	\$ -	\$ 94,500	\$ 94,500	\$ 4,200,000
2033	13	\$ 300,000	\$ 94,500	\$ 394,500	\$ 3,900,000
2033	14	\$ -	\$ 87,750	\$ 87,750	\$ 3,900,000
2034	15	\$ 300,000	\$ 87,750	\$ 387,750	\$ 3,600,000
2034	16	\$ -	\$ 81,000	\$ 81,000	\$ 3,600,000
2035	17	\$ 300,000	\$ 81,000	\$ 381,000	\$ 3,300,000
2035	18	\$ -	\$ 74,250	\$ 74,250	\$ 3,300,000
2036	19	\$ 300,000	\$ 74,250	\$ 374,250	\$ 3,000,000
2036	20	\$ -	\$ 67,500	\$ 67,500	\$ 3,000,000
2037	21	\$ 300,000	\$ 67,500	\$ 367,500	\$ 2,700,000
2037	22	\$ -	\$ 60,750	\$ 60,750	\$ 2,700,000
2038	23	\$ 300,000	\$ 60,750	\$ 360,750	\$ 2,400,000
2038	24	\$ -	\$ 54,000	\$ 54,000	\$ 2,400,000
2039	25	\$ 300,000	\$ 54,000	\$ 354,000	\$ 2,100,000
2039	26	\$ -	\$ 47,250	\$ 47,250	\$ 2,100,000
2040	27	\$ 300,000	\$ 47,250	\$ 347,250	\$ 1,800,000
2040	28	\$ -	\$ 40,500	\$ 40,500	\$ 1,800,000
2041	29	\$ 300,000	\$ 40,500	\$ 340,500	\$ 1,500,000
2041	30	\$ -	\$ 33,750	\$ 33,750	\$ 1,500,000
2042	31	\$ 300,000	\$ 33,750	\$ 333,750	\$ 1,200,000
2042	32	\$ -	\$ 27,000	\$ 27,000	\$ 1,200,000
2043	33	\$ 300,000	\$ 27,000	\$ 327,000	\$ 900,000
2043	34	\$ -	\$ 20,250	\$ 20,250	\$ 900,000
2044	35	\$ 300,000	\$ 20,250	\$ 320,250	\$ 600,000
2044	36	\$ -	\$ 13,500	\$ 13,500	\$ 600,000
2045	37	\$ 300,000	\$ 13,500	\$ 313,500	\$ 300,000
2045	38	\$ -	\$ 6,750	\$ 6,750	\$ 300,000
2046	39	\$ 300,000	\$ 6,750	\$ 306,750	\$ -
2046	40	\$ -	\$ -	\$ -	\$ -
Total		\$ 6,000,000	\$ 2,835,000	\$ 8,835,000	
Bond Premium		(Bond premium paid from proceeds)			
Bond Amt		\$ 6,000,000			



City Council

Meeting Date: August 5, 2025
Meeting Time: 6:00 PM
Agenda Item No: 10.h
Item Description: 2025.103 Approval Charter Revision Referendum Question
Submitted By: Robin Patterson, City Clerk

Supporting Information/Documentation:

2025.103 Charter Commission - ORDER, 20250805 City Charter Review Committee Process and Timeline - REFERENCE

Key Terms:

Executive Summary:

This item is brought forward for discussion and review at the request of a council member and a second in accordance with the adopted Rules of the Council.

Detailed Review:

This is a Council request. Here are the key points for this item.

The Municipal Officers may establish by an order (ss 2102).

The election must be held at least 90 days after the order is approved.

The ballot question must read:

“Shall a charter commission be established for the purpose of revising the municipal charter?”

The referendum question will have a public hearing before the signing of the election warrant.

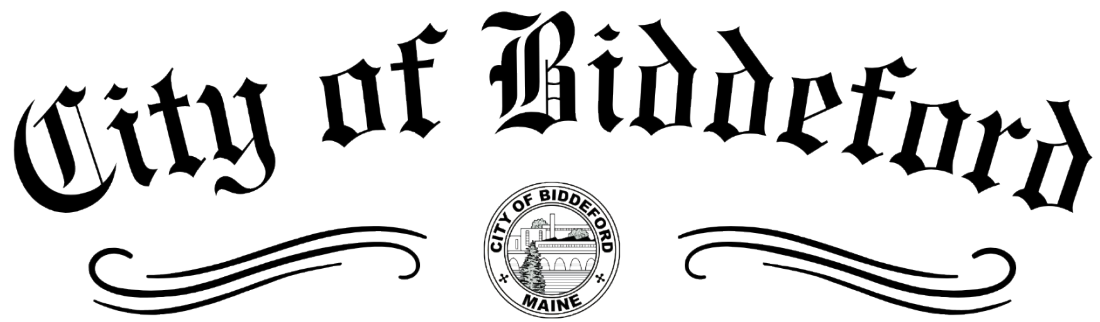
There are detailed requirements for each step in the process. A general timeline has been provided to give an overview.

Funding Source:

n/a

Staff Recommendation:

Staff if neutral as this is a policy matter.



2025.103 IN BOARD OF CITY COUNCIL...August 5, 2025

BE IT ORDERED, that the City Council does hereby approve the establishment of a City Charter Commission for the purposes of revising the municipal charter. The referendum question for the November 4, 2025 election to read:

“Shall a Charter Commission be established for the purpose of revising the municipal charter.”

Attest by:_____

Revisions to the City Charter are guided by 30-A MRS ss 2101 – 2109 and the city charter. Here are the highlights

Step 1: Establish a Charter Commission

The Municipal Officers may establish by an order (ss 2102).

The election to be held at least 90 days after the order is approved.

The ballot question must read:

“Shall a Charter Commission be established for the purpose of revising the municipal charter?”

Step 2: Select members of the Charter Commission.

They will be elected by secret ballot at a municipal election and appointment.

Current charter language requires:

Sec. 6. Revision of Charter. [Amended 11-6-2012] The Charter may be changed in matters of form and substance only by a duly elected Charter Revision Commission consisting of nine members selected as follows: Seven members, one elected from each ward and two appointed by the Mayor and confirmed by the City Council, who shall serve in accordance with 30-A M.R.S.A, §§ 2101 — 2106, as amended. A candidate for the Charter Revision Commission shall be a resident of the City of Biddeford for at least six months prior to the date on/or before which nomination papers are to be filed. Charter Revision Commission members may not hold another elected office within the City.

Step 3: Charter Revision Commission work:

Once the results of the vote are final, the City Clerk will determine a date and time for an organizational meeting and provide a 7-day public notice of the meeting. The commission will choose leadership positions at the organizational meeting.

Within 30 days of the organizational meeting the CRC will hold a public hearing to receive input.

Within 9 months the CRC will provide preliminary results for the municipal officers.

Within 12 months (Council may grant an extension) the CRC will provide a final report to the municipal officers.

The municipal officers will hold a public hearing with the recommended ballot questions (full text).

Within 7 days of the public hearing the municipal officers will vote by order to approve the ballot questions.

Step 4: Charter questions approval by referendum

The election will be held at least 30 days after the order is approved (in reality 60, see below)

In order for the charter changes to be valid, each question must have a total vote that equals or exceeds 30% of the total votes at the most recent gubernatorial election. (this will be the November 2026 results)

The Clerk will file the results with the Secretary of State, Maine Legislative Law Reference Library, City Records, ecode360.

The changes will become effective on the first day of the next municipal (fiscal) year, July 1.



City Council

Meeting August 5, 2025

Date:

Meeting 6:00 PM

Time:

Agenda 10.i

Item No:

Item 2025.104 Approval "The Eleventh Amendment to the Rte. 111-Mill

Description: Redevelopment Transit-Oriented Municipal Development and Tax Increment Financing District"

Submitted George Gervais, Director, Planning and Development Office

By:

Supporting Information/Documentation:

20250805 Rte111 TIF 11th Amendment - ORDER, 20250805 Rte.111 TIF 11th Amendment DECD Application - REFERENCE, 20250805 RT111 TIF Amendment 11 - TIF Revenues and Tax Shift Calculations - Exhibit D-1 and D-2, Joint Development Agreement - WDC Pearl Street - Fully Executed - REFERENCE

Key Terms:

TIF: Tax Increment Financing

CEA: Credit Enhancement Agreement

AMI: Area Median Income

Transit-Orientated Development: Per 30-A M.R.S.A. § 5222 Sub-§§ 19–24

Executive Summary:

The Eleventh Amendment to the Rte. 111-Mill Redevelopment Transit-Oriented Municipal Tax Increment Financing District proposes a 20-year extension to the existing TIF, through FY2056, pursuant to newly enacted State enabling legislation (30-A M.R.S.A. §5224(2)(H)(1)). This extension enables the City of Biddeford to capture additional assessed value from development within the district—particularly from the planned Quebec Commons and Acadia affordable senior housing projects—and reinvest a majority of those revenues into affordable housing and transit-oriented infrastructure.

Detailed Review:

The District was originally created in 2004 and has been amended ten times to adapt to

evolving redevelopment needs in the heart of Biddeford's Mill District. This Eleventh Amendment introduces the following key elements:

1. 20-Year Extension of District Term

- a. The TIF district, previously set to expire on June 30, 2034, will be extended to June 30, 2054.
- b. This extension enables the City to fully support long-term development strategies, particularly those tied to housing affordability, downtown vitality, and multimodal access.
- c. The extension requires 75% of the captured value to be used for affordable housing and transit-oriented infrastructure.

2. Support for Affordable Senior Housing

- a. The amendment facilitates two new 45-unit affordable senior housing developments—Quebec Commons and The Acadia—on the former MERC site at 15 Pearl Street.
- b. 80 of the 90 total units will serve households earning at or below 50% and 60% AMI.
- c. The project transforms a high-profile, formerly environmentally compromised vacant parcel into a walkable, livable neighborhood asset with ADA access, a shared courtyard, and mid-block street connectivity.

3. Credit Enhancement Agreements

- a. Two CEAs with Westbrook Development Corporation and/or affiliated entities will be executed as per the Development Agreement.
- b. The City will capture 75% of the increased assessed value on the lots and return 100% of those funds to the Developer for 28 years, supporting long-term affordability.

4. Added Parcels

- a. Lots 1B and 1C on City Tax Map 71-2 (1.16 acres in total) are added to the District; they currently have a \$0 assessed value and are tax-exempt.
- b. These parcels were part of the original MERC facility footprint, now cleared and ready for productive redevelopment.

5. Updated Project Costs

- a. An additional \$5,000,000 in project costs are added in support of:
 - i. Affordable housing initiatives (\$1,000,000)
 - ii. Related offsite infrastructure such as sewer, water, and stormwater improvements (\$4,000,000)

6. Economic and Fiscal Impacts

- a. Projected TIF Revenue from FY2037–FY2056: Approximately \$27.9 million in captured revenue during the 20-year extension period (see Exhibit D-1).

- b. Projected Tax Shift Benefit over the same period: \$8.3 million in total benefit retained locally by sheltering new assessed value from state aid formula impacts (see Exhibit D-2).

Strategic Benefits to the City:

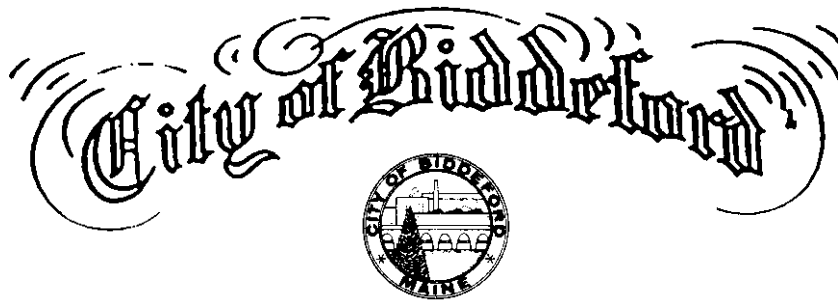
- **Affordable Housing Pipeline:** This amendment directly supports 90 new affordable units without displacing existing residential or commercial activity.
- **Downtown Revitalization:** Revives the heart of the mill district by converting a long-dormant parcel into a residential anchor project.
- **Tax Base Management:** Retains local control over new valuation and maximizes local reinvestment of tax revenues.
- **Transit-Oriented Development:** Strengthens the City's walkability and public transportation infrastructure while maintaining eligibility for state-level TOD exemptions and benefits.
- **Symbolic Redevelopment:** Delivers on decades of planning by finally completing the transformation of the MERC site, once viewed as a regional liability, into a community asset.

Funding Source:

All project costs are supported through TIF revenues. No general fund expenditures are required.

Staff Recommendation:

City staff recommends the Council approve Order 2025.104, adopting the Eleventh Amendment to the Rte. 111-Mill Redevelopment Transit-Oriented Municipal Tax Increment Financing District Development Program, in accordance with the terms of the WDC Development Agreement and authorizes the City Manager to submit the amendment to the Maine Department of Economic and Community Development.



2025.104

IN BOARD OF CITY COUNCIL

August 5, 2025

**Adopting the Eleventh Amendment to the Rte. 111-Mill Redevelopment Transit-Oriented
Municipal Tax Increment Financing District Development Program**

WHEREAS, the City of Biddeford (the “City”) is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to amend previously established tax increment financing (“TIF”) districts and development programs within the City; and

WHEREAS, the City designated the Rte. 111-Mill Redevelopment Transit-Oriented Municipal Tax Increment Financing District (the “District”) and adopted a Development Program for the District on June 1, 2004 in order to capture the value of real property and personal property improvements made within the District and to enable the use of TIF revenues for various municipal and other economic development projects, which received approval from the Maine Department of Economic and Community Development (“DECID”) on August 24, 2004, which has been subsequently amended; and

WHEREAS, the City desires to adopt an Eleventh Amendment to the District and Development Program (the “Eleventh Amendment”) to extend the term of the District by 20 years, add approximately 1.15 acres to the District, enter into a credit enhancement agreement, and to amend the allowable project costs in order to allow the City to use TIF Revenues to continue to achieve the District’s original goals; and

WHEREAS, the City Council has held a public hearing on August 5, 2025, upon at least ten (10) days prior notice published in a newspaper of general circulation within the City, on the question of adopting the Eleventh Amendment to the Development Program for the District in accordance with the requirements of 30-A M.R.S. § 5226; and

WHEREAS, the City Council has considered the comments provided at the public hearing, both for and against the adoption of the Eleventh Amendment to the Development Program, if any; and

WHEREAS, it is expected that approval will be sought and obtained from the Department approving the Eleventh Amendment to the Rte. 111-Mill Redevelopment Transit-Oriented Municipal Tax Increment Financing District and Development Program.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

Section 1. The City of Biddeford hereby adopts the Eleventh Amendment to the Rte. 111-Mill Redevelopment Transit-Oriented Municipal Tax Increment Financing District and Development Program, pursuant to the following findings, terms, and provisions:

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

a. Pursuant to Title 30-A M.R.S. Section 5226(5) pertaining to TIF district and development program amendments, this Eleventh Amendment to the Development Program does not result in the District being out of compliance with any of the conditions of 30-A M.R.S. Section 5223(3) which pertain to the percentage of area within the District that is suitable for commercial use, the TIF acreage caps for single TIF districts and for all TIF districts in the City, and the total TIF district valuation cap.

b. The Eleventh Amendment to the Development Program will make a contribution to the economic growth and well-being of the City of Biddeford and the surrounding region, and will contribute to the betterment of the health, welfare and safety of the inhabitants of the City of Biddeford, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose.

Section 3. The City Manager, or his/her duly appointed representative, is hereby authorized, empowered and directed to submit the Eleventh Amendment to the Development Program to the Department for review and approval pursuant to the requirements of 30-A M.R.S. § 5226.

Section 4. The foregoing adoption of the Eleventh Amendment to the Development Program shall automatically become final and shall take full force and effect upon receipt by the City of approval of the Eleventh Amendment to the Development Program by the Department, without requirement of any further action by the City, the City Council, or any other party.

Section 5. The City Manager, or his/her duly appointed representative, is hereby authorized and empowered, at his discretion, from time to time, to make such revisions to the documents related to the Eleventh Amendment to the Development Program as he may deem reasonably necessary or convenient in order to facilitate the process for review and approval of the Eleventh Amendment to the Development Program by the Department, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Council in adopting the Eleventh Amendment to the Development Program.

Section 6. The City Manager, or his/her duly appointed representative, is hereby authorized and directed to enter into the specific credit enhancement agreements with the owners of the District property in substantially the form as presented to the City Council and consistent with the terms of the credit enhancement agreements that are described in the Development Program.

Section 7. This Order shall take effect immediately upon adoption.

Adopted by City Council: August 5, 2025

**ECONOMIC DEVELOPMENT
CITY OF BIDDEFORD, MAINE**

*An Application for a Municipal Development and Tax Increment Financing District
Development Program*

**ELEVENTH AMENDMENT TO
RTE. 111-MILL REDEVELOPMENT TRANSIT-ORIENTED MUNICIPAL TAX
INCREMENT FINANCING DISTRICT DEVELOPMENT PROGRAM**

Approved by:

City of Biddeford

August 5, 2025

TABLE OF CONTENTS

	<u>Page</u>
I. Introduction.....	1
II. Eleventh Amendment to Development Program	1
III. Eleventh Amendment Municipal Approvals	3
A. Notice of Public Hearing	3
B. Minutes of Public Hearing and City Meeting	3
C. Authorizing Votes	3

Exhibit List

A	Tax Map of Parcel Being Added
B	Tax Map Delineating District Property
C	Statutory Requirements and Thresholds Form
D-1	Captured Assessed Value & TIF Revenue Projections
D-2	Tax Shift Benefits
E	Assessor Certificate of Amended Original Assessed Value
F	Notice of Public Hearing
G	Public Hearing Minutes
H	City Council Order

I. Introduction

The Rte. 111-Mill Redevelopment Transit-Oriented Municipal Tax Increment Financing District (the “District”) and Development Program (the “Development Program”) was first designated by the City of Biddeford (the “City”) on June 1, 2004 to begin on July 1, 2004 for a term of twelve (12) years, ending on June 30, 2016. The District and Development Program were approved by the Maine Department of Economic and Community Development (“DECD”) on August 24, 2004. The City of Biddeford (the “City”) created the District in order to capture increased assessed value from real property and personal property improvements made within the district and to utilize tax increment revenues to fund a variety of economic development expenditures by the City.

The *First Amendment* to the District and Development Program, approved by DECD on March 14, 2007, included the following:

- (1) Extending the term from twelve (12) to fourteen (14) years, through and including the City’s fiscal year 2018;
- (2) Adding seven (7) properties to the District, increasing the number of parcels to 32; and
- (3) Adding certain projects to the approved project list.

The addition of the new property in the District resulted in a new total District acreage of 258.31 acres and a new original assessed value of \$7,518,900.

The *Second Amendment* to the District and Development Program, approved by DECD on July 23, 2008, included the following:

- (1) Officially renaming the District to the “Rte 111-Mill Redevelopment TIF District;”
- (2) Extending the term from fourteen (14) years to twenty-five (25) years;
- (3) Adding and deleting some of the District parcels resulting in a net 50 parcels totaling 206.18 acres and a higher original assessed value of \$21,192,100;
- (4) Adding the ability of the City to utilize credit enhancement agreements in conjunction with the District; and
- (5) Adding certain projects to the approved project list.

The acreage of the District from the Second Amendment until the Fifth Amendment was 206.18 acres and the original assessed value of the District from the Second Amendment until the Fifth Amendment is \$21,192,100. No changes to the physical District were made in the Third Amendment or the Fourth Amendment.

The *Third Amendment* to the District Development Program, also approved by DECD on July 23, 2008, included the following:

- (1) Adding certain projects to the approved project list; and
- (2) Adding a credit enhancement agreement concept whereby North Dam, LLC would be provided payments of TIF revenues with a cap of \$2,077,361 in order to assist the company with its mixed-use redevelopment project.

The *Fourth Amendment* to the Development Program, approved by DECD on August 17, 2013, extended the term of the TIF District to the maximum term of years (30) and expanded the list of approved project costs, allowing, among other things, the use of TIF revenues to pay for the transfer of ownership of the Maine Energy Recovery Company, LP (MERC) to the City.

The *Fifth Amendment* to the Development Program, approved by DECD on September 6, 2013, reduced the acreage of the District to create two new Municipal Affordable Housing Development and Tax Increment Financing districts, specifically the *Lofts at Saco Falls Municipal Affordable Housing Development and Tax Increment Financing District*, 0.83 acres, and the *Laconia House Municipal Affordable Housing Development and Tax Increment Financing District*, 0.39 acres, reducing the District to 204.96 acres. Prior to the Fifth Amendment, the District had an Original Assessed Value of \$21,192,100. The Fifth Amendment reduced the Original Assessed Value of the District to \$20,336,192 with both the *Lofts at Saco Falls* (\$560,184.00) and the former *Laconia House* area (\$295,724) removed.

The *Sixth Amendment* to the District, reduced the District acreage by a small amount, and was approved in conjunction with termination of the existing *Laconia House Municipal Affordable Housing Development and Tax Increment Financing District* and the designation of the New Laconia House Municipal Affordable Housing Development and Tax Increment Financing District. In effect, the City relocated the prior *Laconia House Municipal Affordable Housing Development and Tax Increment Financing District*, an affordable housing TIF district that is located completely within the District. The Sixth Amendment reduced the District acreage to 204.55 acres and reduced the original assessed value of the District to \$20,260,315.

The *Seventh Amendment* to the District was undertaken in order to facilitate and encourage the redevelopment of the Lincoln Mill through an increase in the captured value percentage for a particular parcel known on City Tax Maps as Map 71, Lot 5 to 100% and provide a credit enhancement agreement to the developers of the Lincoln Mill parcel for a maximum of \$150,000 in reimbursed property taxes per year for five (5) years.

The *Eighth Amendment* to the District increased the captured value percentage for one parcel located within the District, known as Tax Map 71, lot 11, to 100% and authorized an amendment and extension to an existing credit enhancement agreement to be executed with North Dam, LLC.

The *Ninth Amendment* to the District removed parcels identified on City Tax Maps as 71-9 (1.07 acres) and 71-9-3 (0.058 acres) in order to make such area available for a new district to include the Riverdam project.

The *Tenth Amendment* to the District and Development Program, approved by DECD on March 19, 2021, included the following:

- (1) Officially rename the District to the “Rte. 111-Mill Redevelopment Transit-Oriented Municipal TIF District”;
- (2) Convert the District to a Transit-Oriented District;
- (3) Remove Tax Map/Lot 40-56 from the District in order to make the area available

- to designate the Saco-Lowell Municipal Development and Tax Increment Financing District; and
- (4) Added four new project costs to the list of approved projects.

II. Eleventh Amendment to Development Program

The City now wishes to further amend the Development Program (the “Eleventh Amendment”) in order to extend the term of the District for an additional twenty (20) years pursuant to 30-A M.R.S. § 5224(2)(H)(1), to end June 30, 2054. The District will continue to operate according to the Development Program as amended until June 30, 2034. The extended term of the District shall begin on July 1, 2034 and run through June 30, 2054. During the extended term of the District, the City will allocate at least seventy-five percent (75%) of the captured revenue within the District for affordable housing projects, transit-oriented development, or a combination of both. The remaining twenty-five percent (25%) of the captured revenue will be available for use to the extent those projects would not otherwise qualify as affordable housing projects or transit-oriented development.

Additionally, the City wishes to add parcels known as Tax Map/Lot 71-2, Lots 1B and 1C into the District to allow for the addition of affordable housing. The City wishes to enter into two separate credit enhancement agreements to be executed with Westbrook Development Corporation and/or its affiliate entities (the “Developer”) starting July 1, 2026 (2027 Fiscal Year) for a period of twenty-eight (28) years until June 30, 2054. The Developer’s will construct two separate affordable senior housing buildings on the parcels to be added. Quebec Commons will be located on Lot 1B (27,812 SF) and The Acadia will be located on Lot 1C (22,511 SF), located at 15 Pearl Street in downtown Biddeford, Maine (“the Project”). These parcels are part of the former MERC (Maine Energy Recovery Company) waste-to-energy plant, which has since been demolished to the foundations.

These parcels will be developed as separate projects with separate construction budgets, on separate timelines, and owned by separate special purpose Limited Partnerships. Each building will contain 45 one-bedroom units, totaling 90 apartments across two 37,000 square-foot, four-story buildings. Of the 90 units, 80 units will be reserved for households earning below 50% and 60% of Area Median Income (AMI). Oriented around a shared courtyard, the Project will also include amenities such as community rooms, laundry and trash facilities, and ADA-accessible parking. Additionally, the Project will include a new connector street between Lincoln and Pearl Street for emergency access and mid-block permeability.

The Project not only addresses the development of a blighted site but also provides lasting community benefits through the creation of long-term affordable housing in one of Maine’s fastest-growing downtowns and represents a long-awaited transformation of one of Biddeford’s most significant and symbolic redevelopment sites. To achieve this, the City will capture seventy-five (75%) of the Increased Assessed Value on these lots and reimburse the Developer one hundred percent (100%) of those revenues.

Finally, the City wishes to amend the project costs as laid out in **Table 1**. The existing Development Program shall remain in full force and effect in all other material respects except for the changes described herein.

TABLE 1: City of Biddeford's Project Costs

b. Previously Approved Project Costs

Project	Cost Estimate	Additional Information
1. <u>Public Safety Communications Equipment:</u> The Mill area of the District includes buildings and structures that do not work well with the public safety communications systems and thus requires upgrades for maintaining the safety of newly- redeveloped and redeveloping area of the City.	\$1,500,000	30-A M.R.S. § 5225(1)(A)(1); 30-A M.R.S. § 5225(1)(B)(1); 30-A M.R.S. § 5225(1)(B)(2) Completed.
2. <u>Mill Sub-District Capital Expenditures and Economic Development Events and Programs:</u> Includes but is not limited to specialized snow removal and street/sidewalk cleaning equipment and other capital expenditures for District area property to facilitate access to and within the City center area and to pay for other economic development related programs, amenities and events.	\$200,000	30-A M.R.S. § 5225(1)(A)(1); 30-A M.R.S. § 5225(1)(B)(1); 30-A M.R.S. § 5225(1)(C)(1); 30-A M.R.S. § 5225(1)(C)(6) No action taken yet..
3. <u>Transit-related and Parking Improvements and Other Costs¹:</u> Transit-related capital costs and limited operational costs of new or expanded transit service. Such limited operational costs shall include transit operator salaries, transit vehicle fuel and parts replacements. Specifically, the bus system serving Biddeford is being restructured to provide new and expanded service routes, including a new circulator, to the District area specifically in response to the ongoing redevelopment there. Also includes additional parking improvements in and to serve the District, including any plans, design and other costs associated therewith. This parking related infrastructure includes the demolition of the former Maine Energy Recovery Company stack to allow for stormwater retention facility needed to construct parking facilities.	\$1,630,000	30-A M.R.S. § 5225(1)(A); 30-A M.R.S. § 5225(1)(A)(8); 30-A M.R.S. § 5225(1)(B)(1); 30-A M.R.S. § 5225(1)(C)(7) Ongoing.

¹ The City will not be demolishing the stack in the near future, and the stormwater retention facility has been constructed. The rest of the project cost remains in full effect.

4. <u>Trails/Pedestrian Improvements and Amenities and Related Capital Improvements:</u> Costs associated with new or existing recreational trails and/or sidewalks and walkways in the City, primarily in and around the Mill area of the City, including but not limited to planning, design, construction, maintenance, grooming and improvements. Also includes integration with intermodal improvements within the District and potential for second bridge to cross the river as well as connection between the Riverwalk and the Eastern Trail.	\$2,000,000	30-A M.R.S. § 5225(1)(A)(1); 30-A M.R.S. § 5225(1)(C)(6) No action taken yet.
PROJECTS FROM 4th AMENDMENT (August 2012):		
5. <u>Transfer of Ownership of Maine Energy Recovery Company, LP (MERC) parcel and related site costs (outside the District):</u> Transfer to be accomplished in order to alter the use of a large parcel located at the center of Biddeford's downtown and the District to a use more compatible with downtown businesses. Includes bringing parcel into City ownership and site costs required to prepare parcel for uses more consistent with surrounding District uses.	\$3,000,000 (spread over 20 years in equal annual installments)	30-A M.R.S. § 5225(1)(C)(2) Ongoing.
6. <u>Commercial Revolving Loan and Grant Fund:</u> Establish a new commercial revolving loan and grant fund to assist with business start-up and expansion with emphasis upon downtown businesses, and to be used as the local match for certain private, state and federal grants.	\$30,000 (initial principal amount)	30-A M.R.S. §5225(1)(C)(3) & §5230 Not Yet Undertaken.
7. <u>Economic Development Programs:</u> Costs of funding economic development programs or events developed by the municipality or funding the marketing of the municipality as a business or arts location. Includes but is not limited to the municipal façade program, the creation of the mill master plan and City marketing expenditures.	\$400,000	30-A M.R.S. §5225(1)(C)(1) Mill Master Plan (under 5225(1)(A)) is complete, other projects are ongoing.
8. <u>Rte 1 (Elm St.) Reconstruction.</u>	\$750,000	30-A M.R.S. §5225(1)(B) Ongoing.
9. <u>Capital Costs:</u> BFD Pre-Emption Equipment.	\$30,000	30-A M.R.S. §5225(1)(A) Ongoing.

10. <u>Capital Costs:</u> BPD Cruisers.	\$112,180	30-A M.R.S. §5225(1)(A) Ongoing.
11. <u>Capital Costs:</u> DPW Plow Trucks.	\$371,875	30-A M.R.S. §5225(1)(A) Ongoing.
12. <u>Fees, Charges, Administration.</u>	\$445,020	30-A M.R.S. §5225(1)(A) Ongoing.
13. <u>Mill “Sub-district”</u> - Central Parking Facility.	\$15,000,000	30-A M.R.S. §5225(1)(A) Ongoing.
14. <u>Mill “Sub-district”</u> - Riverwalk & Pedestrian Connector (Saco Island).	\$2,000,000	30-A M.R.S. §5225(1)(A) & 5225(1)(B) Completed.
<u>Subtotal</u>	\$27,469,075	

b. Projects to Be Added in this Eleventh Amendment

Project Cost	Cost Estimate	Statutory Citation
15. <u>Affordable Housing:</u> Authorized project costs for improvements as described in Title 30-A M.R.S. Section 5249 in support of municipal economic development activities regardless of whether such costs are within an affordable housing development district as defined in Title 30-A M.R.S. Section 5246, subsection 2; costs associated with the operation and financial support, including through grants and loans, of affordable housing in the municipality; Costs associated with the operation and financial support of: (a) Affordable housing in the municipality to serve ongoing economic development efforts, including the further development of the downtown tax increment financing districts; and (b) Housing programs and services to assist those who are experiencing homelessness in the municipality or plantation as defined in the municipality's development program; Costs associated with the development and operation of affordable housing or housing services for persons who are experiencing homelessness as defined in the municipality's development program.	\$1,000,000	30-A M.R.S. §5225 (1)(A)(9), (1)(B)(4), (1)(C)(11), (1)(E)

16. Facilities Improvements: Costs related to the construction, alteration or expansion of any facilities not located within the district that are required due to improvements or activities within the district, including, but not limited to, sewage treatment plants, water treatment plants or other environmental protection devices; storm or sanitary sewer lines; water lines; electrical lines; improvements to public safety facilities; and amenities on streets.	\$4,000,000	30-A M.R.S. §5225 (1)(B)(1)
Total	\$32,469,075	

The Development District

1. Physical Description

The Eleventh Amendment will add approximately 1.16 acres designated on City Tax Map/Lot 71-2, Lots 1B and 1C as recorded at the York Registry of Deeds Book 449, Page 42. The Eleventh Amendment will bring the total acreage to approximately 201.04 acres. A map of the portion of the parcel to be added in the Eleventh Amendment is shown in Exhibit A attached hereto. The District boundaries are shown in Exhibit B attached hereto.

2. Statutory Requirements and Thresholds

The Statutory Requirements and Thresholds form addressing the acreage and valuation conditions for approval mandated by 30-A M.R.S. § 5226(3) is set forth in Exhibit C.

The actual and estimated captured assessed values and TIF revenues generated for operating years of the District are shown in Exhibit D-1, and the estimated tax shift benefits are set forth in Exhibit D-2.

3. Amended Certification of Original Assessed Value

Prior to this Eleventh Amendment, the District had an original assessed value of \$17,262,899. With this Eleventh Amendment, the District will retain the original assessed value as the acreage being added is tax-exempt. The amended original assessed value is shown in Exhibit E attached hereto.

III. Eleventh Amendment Municipal Approvals

A. Notice of Public Hearing

Attached as Exhibit F hereto is a copy of the Notice of Public Hearing regarding adoption of the Eleventh Amendment to the Development Program for the District, published in a newspaper of general circulation in the City, on a date at least ten (10) days prior to the public hearing. The public hearing on the Eleventh Amendment was held on August 5, 2025, in accordance with the requirements of 30-A M.R.S. § 5226(1).

B. Minutes of Public Hearing

Attached as Exhibit G hereto is a certified copy of the minutes of the public hearing held on August 5, 2025, at which time this Eleventh Amendment to the Development Program was discussed by the public.

C. Authorizing Votes

Attached as Exhibit H hereto is a copy of the City Council Order approving this Eleventh Amendment and minutes of the City Council Meeting, which the Order was adopted by the City at the Council Meeting held on August 5, 2025.

Exhibit A

(Tax Map of Parcel Being Added)

Exhibit B

(Tax Map Delineating District Property)

Exhibit C

(Statutory Requirements and Thresholds Form)

STATUTORY REQUIREMENTS AND THRESHOLDS
Rte. 111-Mill Redevelopment Transit-Oriented Municipal TIF District | AMD-11

SECTION A. Acreage Caps		
1. Total municipal acreage;	14,838	
2. Acreage of proposed Municipal TIF District;	201.04	
3. Downtown-designation ¹ acres in proposed Municipal TIF District;	0	
4. Transit-Oriented Development ² acres in proposed Municipal TIF District;	200.12	
5. Total acreage [=A2-A3-A4] of proposed Municipal TIF District counted toward 2%	0.92	
6. Percentage [=A5÷A1] of total acreage in proposed Municipal TIF District (CANNOT EXCEED 2%).	0.006%	
7. Total acreage of all <u>existing/proposed</u> Municipal TIF districts in municipality including Municipal Affordable Housing Development districts: ³ Adams Point 1.54 Saxon Partners 10.14 Lofts at Saco Fall AHTIF 0.83 Marble Block 0.25 Emery School AHTIF 1.00 Trailside AHTIF 2.24 Riverdam 1.13 Laconia House AHTIF 0.39 Thatcher Brook AHTIF 3.64 Saco-Lowell 3.54 Mission Hill AHTIF 2.3 Rte.111-Mill Redevelopment Transit-Oriented 201.03	Existing	27.00
	Proposed	201.04
	Total:	228.04
30-A § 5223(3) EXEMPTIONS⁴		
8. Acreage of an <u>existing/proposed</u> Downtown Municipal TIF district;	0	
9. Acreage of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts:	200.12	
10. Acreage of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts:		
11. Acreage in all <u>existing/proposed</u> Municipal TIF districts common to ⁵ Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such acreage also factored in Exemptions 8-10 above:		
12. Total acreage [=A7-A8-A9-A10-A11] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	27.92	
13. Percentage of total acreage [=A12÷A1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	0.19%	
14. Real property in proposed Municipal TIF District that is:	ACRES	% [=Acres÷A2]
a. A blighted area;		
b. In need of rehabilitation, redevelopment or conservation;		
c. Suitable for commercial or arts district uses.	201.04	100%
TOTAL (except for § 5223 (3) exemptions a., b. OR c. must be at least 25%)		

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

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

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

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

⁵ PTZ districts approved through December 31, 2008.

STATUTORY REQUIREMENTS AND THRESHOLDS
Rte. 111-Mill Redevelopment Transit-Oriented Municipal TIF District | AMD-11

SECTION B. Valuation Cap			
1. Total TAXABLE municipal valuation—use most recent April 1;		\$4,571,400,000	
2. Taxable Original Assessed Value (OAV) of proposed Municipal TIF District as of March 31 preceding municipal designation—same as April 1 prior to such March 31;		\$17,262,899	
3. Taxable OAV of all <u>existing/proposed</u> Municipal TIF districts in municipality excluding Municipal Affordable Housing Development districts: <u>Adams Point</u> 160,900 <u>Saxon Partners</u> 41,500 <u>Marble Block</u> 518,700 <u>Riverdam</u> 983,700 <u>Saco-Lowell</u> 534,700 <u>Rte.111-Mill Redevelopment Transit-Oriented</u> 17,262,899		Existing	\$2,239,500
		Proposed	\$17,262,899
		Total:	\$19,502,399
30-A § 5223(3) EXEMPTIONS			
4. Taxable OAV of an <u>existing/proposed</u> Downtown Municipal TIF district;			
5. Taxable OAV of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts:		\$17,100,699	
6. Taxable OAV of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts:			
7. Taxable OAV of all <u>existing/proposed</u> Single Taxpayer/High Valuation ⁶ Municipal TIF districts:			
8. Taxable OAV in all <u>existing/proposed</u> Municipal TIF districts common to Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such OAV also factored in Exemptions 4-7 above:			
9. Total taxable OAV [=B3-B4-B5-B6-B7-B8] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;		\$2,401,700	
10. Percentage of total taxable OAV [=B9÷B1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).		0.05%	

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

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

Exhibit D-1

(Captured Assessed Value & TIF Revenue Projections)

Exhibit D-2

(Tax Shift Benefits)

Exhibit E

(Assessor Certificate of Amended Original Assessed Value)

**CITY OF BIDDEFORD
AMENDED ASSESSOR'S CERTIFICATE**

The undersigned Assessor for City of Biddeford, Maine hereby certifies pursuant to the provisions of 30-A M.R.S. Section 5227(2) that the Original Assessed Value of the 1.16 acres being added to the **Rte. 111-Mill Redevelopment Transit-Oriented Municipal Tax Increment Financing District** in the Eleventh Amendment to the District was \$0 as of March 31, 2025 (April 1, 2024).

Original Assessed Value of Property being Added		
Tax Map & Lot Number (as recorded at York County Registry of Deeds, Book 449, Page 42)	Acreage	Original Assessed Value as of March 31, 2025
71-2, Lot 1B	0.68	\$0
71-2, Lot 1C	0.48	\$0
TOTAL	1.16	\$0

Pursuant to the City Council's approval of the addition of the above referenced acreage, the amended taxable assessed value of the real and personal property in the **Rte. 111-Mill Redevelopment Transit-Oriented Municipal Tax Increment Financing District** will remain \$17,262,899 as the property is the City of Biddeford's and therefore tax exempt.

In witness whereof, this Certificate has been executed as of this ____ day of _____ 2025.

Deanne Vail, C.M.A.
Assessor
City of Biddeford

Exhibit F

(Notice of Public Hearing)

**CITY OF BIDDEFORD
NOTICE OF PUBLIC HEARING**

**Regarding
“The Eleventh Amendment to the Rte. 111-Mill Redevelopment Transit-Oriented
Municipal Development and Tax Increment Financing District”**

Notice is hereby given that the City of Biddeford (the “City”) will hold a public hearing on:

**August 5, 2025
at 205 Main Street, Biddeford, ME 04005,
at 6:00 p.m.**

The purpose of the public hearings is to receive public comments on the following items pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended:

- (1) The Eleventh Amendment to the Rte. 111-Mill Redevelopment Transit-Oriented Municipal Development and Tax Increment Financing District and Development Program (the “Rte. 111 District”) seeks to extend the term of the District by 20 years, add approximately 1.15 acres to the District, allow for the City to enter into credit enhancement agreements with Westbrook Development Corporation or its affiliates related to the provision of affordable senior housing, and amend the project costs in the development program.

A copy of the relevant materials relating to the proposed amendments and credit enhancement agreement will be on file with the City and a copy can be requested from the City by calling 207-284-9307 prior to the public hearing and requesting a copy be mailed or emailed to you. All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time.

Public comments will be taken at the hearing and written comments should be submitted to City Clerk Robin Patterson at patterson@biddefordmaine.org. Written comments will be accepted until 4:00 pm the day before.

Exhibit G

(Public Hearing Minutes)

Exhibit H

(City Council Order)

**CITY OF BIDDEFORD, MAINE
CITY COUNCIL ORDER**

**Adopting the Eleventh Amendment to the Rte. 111-Mill Redevelopment Transit-Oriented
Municipal Tax Increment Financing District Development Program**

WHEREAS, the City of Biddeford (the “City”) is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to amend previously established tax increment financing (“TIF”) districts and development programs within the City; and

WHEREAS, the City designated the Rte. 111-Mill Redevelopment Transit-Oriented Municipal Tax Increment Financing District (the “District”) and adopted a Development Program for the District on June 1, 2004 in order to capture the value of real property and personal property improvements made within the District and to enable the use of TIF revenues for various municipal and other economic development projects, which received approval from the Maine Department of Economic and Community Development (“DECD”) on August 24, 2004, which has been subsequently amended; and

WHEREAS, the City desires to adopt an Eleventh Amendment to the District and Development Program (the “Eleventh Amendment”) to extend the term of the District by 20 years, add approximately 1.15 acres to the District, enter into a credit enhancement agreement, and to amend the allowable project costs in order to allow the City to use TIF Revenues to continue to achieve the District’s original goals; and

WHEREAS, the City Council has held a public hearing on August 5, 2025, upon at least ten (10) days prior notice published in a newspaper of general circulation within the City, on the question of adopting the Eleventh Amendment to the Development Program for the District in accordance with the requirements of 30-A M.R.S. § 5226; and

WHEREAS, the City Council has considered the comments provided at the public hearing, both for and against the adoption of the Eleventh Amendment to the Development Program, if any; and

WHEREAS, it is expected that approval will be sought and obtained from the Department approving the Eleventh Amendment to the Rte. 111-Mill Redevelopment Transit-Oriented Municipal Tax Increment Financing District and Development Program.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

Section 1. The City of Biddeford hereby adopts the Eleventh Amendment to the Rte. 111-Mill Redevelopment Transit-Oriented Municipal Tax Increment Financing District and Development Program, pursuant to the following findings, terms, and provisions:

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

a. Pursuant to Title 30-A M.R.S. Section 5226(5) pertaining to TIF district and development program amendments, this Eleventh Amendment to the Development Program does not result in the District being out of compliance with any of the conditions of 30-A M.R.S. Section 5223(3) which pertain to the percentage of area within the District that is suitable for commercial use, the TIF acreage caps for single TIF districts and for all TIF districts in the City, and the total TIF district valuation cap.

b. The Eleventh Amendment to the Development Program will make a contribution to the economic growth and well-being of the City of Biddeford and the surrounding region, and will contribute to the betterment of the health, welfare and safety of the inhabitants of the City of Biddeford, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose.

Section 3. The City Manager, or his/her duly appointed representative, is hereby authorized, empowered and directed to submit the Eleventh Amendment to the Development Program to the Department for review and approval pursuant to the requirements of 30-A M.R.S. § 5226.

Section 4. The foregoing adoption of the Eleventh Amendment to the Development Program shall automatically become final and shall take full force and effect upon receipt by the City of approval of the Eleventh Amendment to the Development Program by the Department, without requirement of any further action by the City, the City Council, or any other party.

Section 5. The City Manager, or his/her duly appointed representative, is hereby authorized and empowered, at his discretion, from time to time, to make such revisions to the documents related to the Eleventh Amendment to the Development Program as he may deem reasonably necessary or convenient in order to facilitate the process for review and approval of the Eleventh Amendment to the Development Program by the Department, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Council in adopting the Eleventh Amendment to the Development Program.

Section 6. The City Manager, or his/her duly appointed representative, is hereby authorized and directed to enter into the specific credit enhancement agreements with the owners of the District property in substantially the form as presented to the City Council and consistent with the terms of the credit enhancement agreements that are described in the Development Program.

Section 7. This Order shall take effect immediately upon adoption.

Adopted by City Council: August 5, 2025

Exhibit D-1 | Captured Assessed Value & TIF Revenue Projections
Rte. 111-Mill Redevelopment Transit-Oriented Municipal Tax Increment District

	Fiscal Year	TIF Year	Original Assessed Value	Projected Increased Assessed Value	Estimated Assessment Ratio	Percent of Value Captured in TIF	TIF District Projected Captured Assessed Value	Mil Rate	Projected Total TIF Revenue	Projected Total to General Fund	CEA Revenue to LHL Holdings, LLC*	CEA Revenue to North Dam, LLC*	Projected CEA Revenue to Westbrook Development Corporation - Lot 1B**	Projected CEA Revenue to Westbrook Development Corporation - Lot 1C**	Projected City TIF Revenue
<i>Actual</i>	2004-2005	1	\$2,739,000	\$0	100%	95%	\$0	19.05	\$0	\$0					\$0
<i>Actual</i>	2005-2006	2	\$2,739,000	\$0	100%	95%	\$0	19.05	\$0	\$0					\$0
<i>Actual</i>	2006-2007	3	\$10,051,700	\$9,756,000	100%	95%	\$9,268,200	19.05	\$176,559	\$61,471					\$176,559
<i>Actual</i>	2007-2008	4	\$8,397,300	\$47,434,600	100%	95%	\$45,062,870	14.26	\$642,597	\$177,158					\$642,597
<i>Actual</i>	2008-2009	5	\$22,415,400	\$55,297,800	100%	75%	\$41,473,350	14.78	\$612,976	\$328,437					\$612,976
<i>Actual</i>	2009-2010	6	\$22,415,400	\$53,693,700	100%	65%	\$34,900,905	14.78	\$515,835	\$609,057		\$33,811			\$482,025
<i>Actual</i>	2010-2011	7	\$22,996,000	\$54,655,700	100%	65%	\$35,526,205	14.70	\$522,235	\$610,710		\$48,752			\$473,483
<i>Actual</i>	2011-2012	8	\$23,118,100	\$55,459,000	100%	65%	\$36,048,350	15.42	\$555,866	\$653,911		\$62,394			\$493,471
<i>Actual</i>	2012-2013	9	\$23,118,100	\$52,189,900	100%	65%	\$33,923,435	16.54	\$561,094	\$684,501		\$66,926			\$494,168
<i>Actual</i>	2013-2014	10	\$23,118,100	\$51,094,700	100%	65%	\$33,211,555	17.53	\$582,199	\$718,752		\$94,489			\$487,710
<i>Actual</i>	2014-2015	11	\$23,118,100	\$57,454,200	100%	65%	\$37,345,230	18.99	\$709,186	\$820,882		\$91,717			\$617,469
<i>Actual</i>	2015-2016	12	\$23,118,100	\$60,947,800	100%	65%	\$39,616,070	19.47	\$771,325	\$865,438		\$104,470			\$666,855
<i>Actual</i>	2016-2017	13	\$23,118,100	\$65,241,600	100%	65%	\$42,407,040	19.86	\$842,204	\$912,620		\$123,144			\$719,060
<i>Actual</i>	2017-2018	14	\$21,843,600	\$70,438,500	100%	65%	\$45,785,025	20.07	\$918,905	\$958,776		\$128,172			\$790,733
<i>Actual</i>	2018-2019	15	\$17,124,515	\$74,720,000	100%	65%	\$48,568,000	19.70	\$956,790	\$945,513	\$0	\$225,469			\$731,320
<i>Actual</i>	2019-2020	16	\$17,124,515	\$80,966,495	100%	65%	\$52,628,222	19.98	\$1,051,512	\$908,347	\$0	\$163,646			\$887,866
<i>Actual</i>	2020-2021	17	\$17,124,515	\$79,205,785	100%	65%	\$51,483,760	20.05	\$1,032,249	\$886,043	\$0	\$181,592			\$850,658
<i>Actual</i>	2021-2022	18	\$17,124,515	\$79,403,385	100%	65%	\$51,612,200	18.23	\$940,890	\$783,295	\$149,953	\$188,277			\$602,661
<i>Actual</i>	2022-2023	19	\$17,124,515	\$79,403,385	100%	65%	\$51,612,200	16.41	\$846,956	\$715,217	\$150,000	\$178,715			\$518,241
<i>Actual</i>	2023-2024	20	\$17,124,515	\$79,403,385	100%	65%	\$51,612,200	13.12	\$677,152	\$580,079	\$150,000	\$182,589			\$344,563
	2024-2025	21	\$17,124,515	\$151,350,385	100%	65%	\$98,377,750	14.22	\$1,398,932	\$753,271	\$150,000	\$186,540			\$1,062,392
	2025-2026	22	\$17,124,515	\$151,350,385	100%	65%	\$98,377,750	14.22	\$1,398,932	\$753,271	\$150,000	\$16,658			\$1,232,274
	2026-2027	23	\$17,124,515	\$154,444,510	100%	65%	\$100,388,932	14.22	\$1,427,531	\$768,670			\$0	\$0	\$1,427,531
	2027-2028	24	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$0	\$1,426,255
	2028-2029	25	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2029-2030	26	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2030-2031	27	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2031-2032	28	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2032-2033	29	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2033-2034	30	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2034-2035	31	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2035-2036	32	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2036-2037	33	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2037-2038	34	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2038-2039	35	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2039-2040	36	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2040-2041	37	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2041-2042	38	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2042-2043	39	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2043-2044	40	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2044-2045	41	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2045-2046	42	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2046-2047	43	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2047-2048	44	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2048-2049	45	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2049-2050	46	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2050-2051	47	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2051-2052	48	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2052-2053	49	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
	2053-2054	50	\$17,124,515	\$157,600,518	100%	65%	\$102,440,336	14.22	\$1,456,702	\$784,378			\$30,446	\$31,055	\$1,395,200
50-year total:									\$56,472,866	\$35,673,617	\$749,953	\$2,077,361	\$822,047	\$807,433	\$52,016,072
50-year average:									\$1,129,457	\$713,472	\$93,744	\$122,198	\$29,359	\$28,837	\$1,040,321

Assumptions:

* The City captures 100% of the assessed value of the lots specific to these CEAs.

** The City captures 75% of the assessed value of the lots specific to these CEAs.

1. Projections show anticipated increased assessed values, captured assessed values, and TIF revenues.

2. Assumes a 50-year district term.

3. Projections assume a flat mil rate of 14.22 for the remaining years as reported by the City of Biddeford.

4. Assumes 100% of the increased assessed value is captured in the District and available for municipal project costs.

5. Projections are much less likely to be accurate farther into the future and are for demonstrative purposes only.

6. The preceding financial information contains projections and forward-looking statements that are subject to a number of risks and uncertainties that could cause the actual results, performance, or achievements to differ materially from any future results, performances, or achievements expressed or implied by the financial information reported in this projection. The model is not, nor is it intended to be, an appraisal or guarantee of an assessed value, and there may be positive or negative variations in the actual assessment of the project due to variety of factors, including without limitation, the employment of alternative methods of valuation and then-current market conditions.

Exhibit D-2 | Tax Shift Benefits

Rte. 111-Mill Redevelopment Transit-Oriented Municipal Tax Increment District

Fiscal Year	TIF Year	State Aid to Education Benefit	County Tax Benefit	State Revenue Sharing Benefit	Total Tax Benefit
2024-2025	21	\$314,834	\$18,627	\$125,176	\$458,637
2025-2026	22	\$314,834	\$18,627	\$125,176	\$458,637
2026-2027	23	\$314,834	\$35,476	\$236,432	\$586,742
2027-2028	24	\$600,104	\$35,476	\$236,432	\$872,011
2028-2029	25	\$600,104	\$36,200	\$241,171	\$877,475
2029-2030	26	\$612,372	\$36,938	\$246,001	\$895,312
2030-2031	27	\$624,886	\$36,938	\$246,001	\$907,825
2031-2032	28	\$624,886	\$36,938	\$246,001	\$907,825
2032-2033	29	\$624,886	\$36,938	\$246,001	\$907,825
2033-2034	30	\$624,886	\$36,938	\$246,001	\$907,825
2034-2035	31	\$624,886	\$12,247	\$246,001	\$883,135
2035-2036	32	\$624,886	\$11,990	\$246,001	\$882,878
2036-2037	33	\$624,886	\$36,938	\$246,001	\$907,825
2037-2038	34	\$624,886	\$36,938	\$246,001	\$907,825
2038-2039	35	\$624,886	\$36,938	\$246,001	\$907,825
2039-2040	36	\$624,886	\$36,938	\$246,001	\$907,825
2040-2041	37	\$624,886	\$36,938	\$246,001	\$907,825
2041-2042	38	\$624,886	\$36,938	\$246,001	\$907,825
2042-2043	39	\$624,886	\$36,938	\$246,001	\$907,825
2043-2044	40	\$624,886	\$36,938	\$246,001	\$907,825
2044-2045	41	\$624,886	\$36,938	\$246,001	\$907,825
2045-2046	42	\$624,886	\$36,938	\$246,001	\$907,825
2046-2047	43	\$624,886	\$36,938	\$246,001	\$907,825
2047-2048	44	\$624,886	\$36,938	\$246,001	\$907,825
2048-2049	45	\$624,886	\$36,938	\$246,001	\$907,825
2049-2050	46	\$624,886	\$36,938	\$246,001	\$907,825
2050-2051	47	\$624,886	\$36,938	\$246,001	\$907,825
2051-2052	48	\$624,886	\$36,938	\$246,001	\$907,825
2052-2053	49	\$624,886	\$36,938	\$246,001	\$907,825
2053-2054	50	\$624,886	\$36,938	\$246,001	\$907,825
2055-2056		\$624,886	\$36,938	\$246,001	\$907,825
2056-2057		\$624,886	\$36,938	\$246,001	\$907,825
2057-2058		\$624,886	-	\$0	\$624,886
Totals:		\$19,629,008	\$1,092,090	\$7,606,420	\$28,327,518
Averages:		\$594,818	\$34,128	\$230,498	\$858,410

Assumptions:

1. Data sources include the 2024-2025 mill rate reported by the City, York County's 2025 Tax Assessment, the State Treasurer's Office Municipal Revenue Sharing projections for FY2026, published 05/02/2025, and the Maine Department of Education 01/27/2025 2025-2026 ED 279 form for Biddeford Public Schools.
2. Tax shift losses are comprised of declining subsidies in revenue sharing and increasing obligations to pay county taxes. Tax shift losses occur a couple of years following the year in which the new assessed value is first recognized in the assessment. No tax shift losses occur when a TIF captures all of the new value.
3. These projections assume that the formulas and general inputs for state subsidies and county taxes do not change over time and they assume that all other values in other communities are static relative to one another except for the new value assessed. The projections are less likely to be accurate farther into the future.
4. Assumes the assessment ratio in the Town is 100% when new property value arrives, such that the market value of new property is used for assessment purposes.
5. The projections above assume that no tax increment financing district is put in place, thus the mil rate is reduced by the influx of new value in the Town. This analysis factors in tax shift impacts resulting from the project's new assessed value into future commitments and mil rate calculations to arrive at projected property tax payments.

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") dated July 2, 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 housing across two phases, with not less than 80 units being affordable, rent and income restricted units, 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. In the event that WDC exercises its right to extend the time for closing under the Purchase Agreement for an additional six month period, then the term of this Agreement, and all applicable timelines hereunder shall be deemed extended for an additional six months as well, without the need for further action on the part of WDC.

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"). The City acknowledges and agrees that WDC will be required to have 61 parking spaces available in the Garage for residents and visitors to the Projects (the "Required Spaces") for a period of 45 years after the Projects are completed (the "Required Parking Term"). The City Agrees to the following:

- (i) The City shall provide all reasonable support and assistance to WDC in negotiating one or more parking leases (the "Parking Leases" and each a "Parking Lease") with BRWC1 for the Required Spaces during any period of time during which BRWC1 retains ownership of the Garage;
- (ii) During any period during which the City owns the Garage, the City shall enter into one or leases for the Required Spaces for such maximum length of time as the ordinances of the City of Biddeford may permit.
- (iii) To the extent that combined leasehold periods described in subsections (i) and (ii) above do not run as long as the Required Parking Term, then the City shall take steps necessary to ensure that 61 spaces in the Garage are reserved for use by residents and visitors to the Projects, on such terms as WDC and/or such residents may agree, at such rates as are usual and customary in the Biddeford area at such future time.

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 shall reduce the Sewer Separation Contribution due for the first WDC Project by \$300,000. WDC acknowledges and agrees that the Sewer Separation Contribution is a fee in addition to any applicable sewer impact fee payable by WDC to the City in connection with the projects.

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 Three Hundred Thousand Dollars (\$300,000) (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 \$300,000.

(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.

(d) 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.

(e) 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.

With regards to additional environmental remediation, the City agrees to take any and all actions as may be necessary to ensure that the Premises complies with all applicable environmental laws and regulations, and that the Premises is conveyed to WDC in a condition equivalent to or better than the environmental condition of the Premises at the time the City took title to the Premises.

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

(c) RESERVED.

(d) In connection with the TIF and HTF financing described above, the City will provide reasonable cooperation to assist WDC with applications for other funding sources, and to provide such documents, instruments and authorizations and authorized signatures thereupon as WDC may reasonably require in connection with closing on such project financing, provided, that the City's obligations under this Subsection 8(d) 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. If WDC has not acquired the Premises on or before December 31, 2028, then this Agreement shall terminate and neither party shall have any further obligation

hereunder, unless the time for closing under the Purchase Agreement has been extended by WDC as provided for therein, in which case this then this Agreement shall terminate if WDC has not acquired the Premises by June 30, 2029.

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.

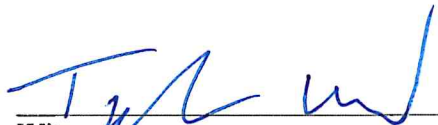
All express representations, warranties, indemnifications or limitations of liability made in or given in this Agreement shall survive the expiration or the termination of this Agreement for any reason.

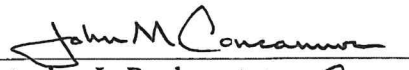
12. Mediation/Arbitration.

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.

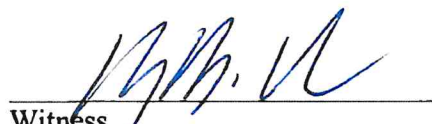
IN WITNESS WHEREOF, WDC and the City have set their hands and seals as of the day, month and year first above written.

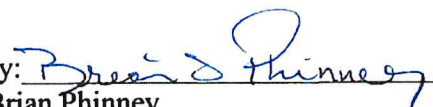
WESTBROOK DEVELOPMENT
CORPORATION:


Witness

By: 
~~Christopher LaRoche~~ John Concannon
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

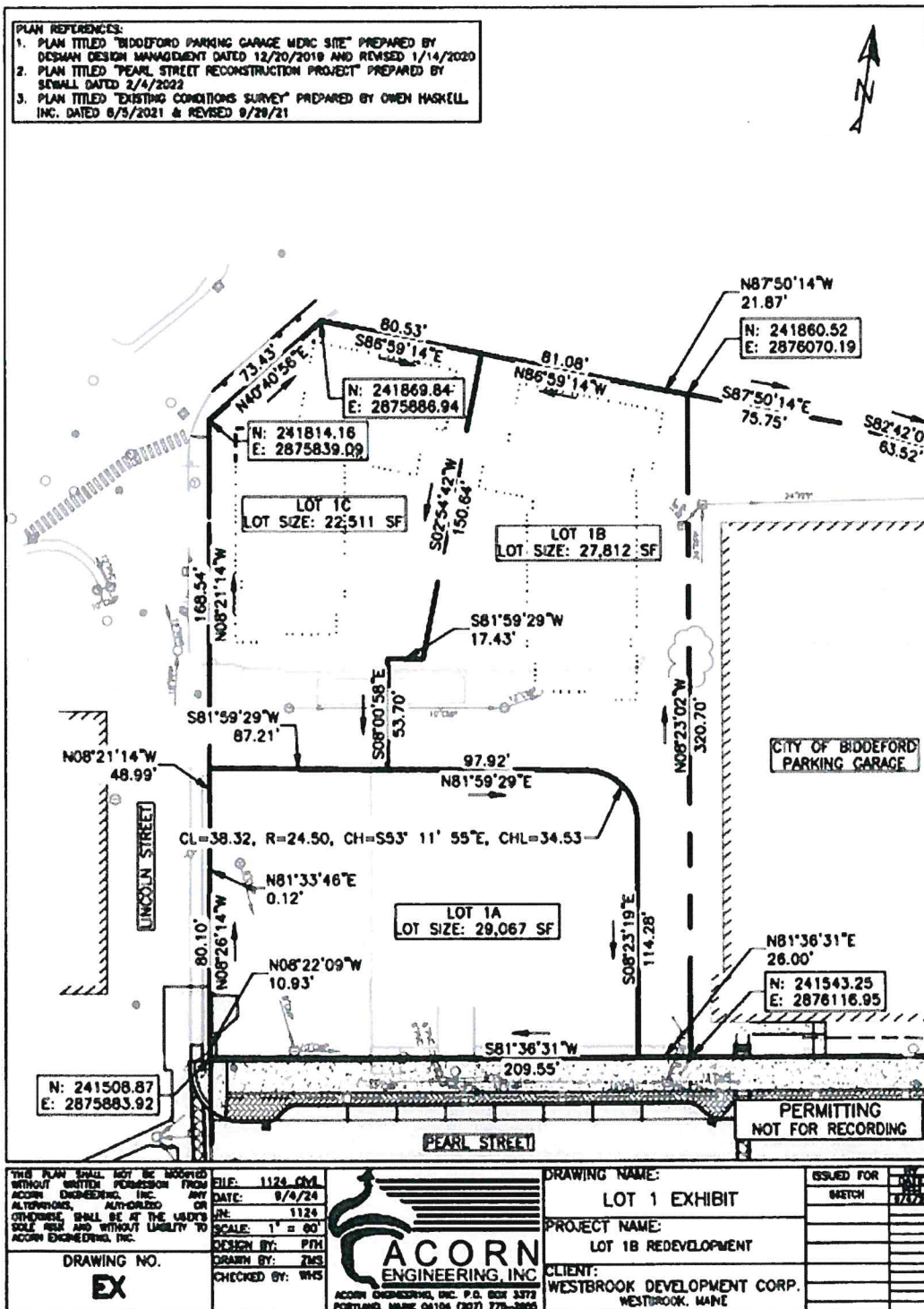


EXHIBIT B
PURCHASE AND SALE AGREEMENT

10/1/2010

ALL THE INFORMATION HEREON IS FOR THE PURPOSE OF RECORD ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE CITY OF BRECKENRIDGE MAKES NO WARRANTY, EXPRESS OR IMPLIED, FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION HEREON. THE CITY OF BRECKENRIDGE MAKES NO WARRANTY, EXPRESS OR IMPLIED, FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION HEREON.

LOT 15
LOT SIZE: 32,311 SF

LOT 16
LOT SIZE: 27,419 SF

LOT 14
LOT SIZE: 31,087 SF

PEARL STREET

PEARL STREET EXTENSION

LINCOLN STREET

CITY OF BRECKENRIDGE
PERIODIC STREET

1" = 20'

PERMITTING
NOT ISSUED FOR
CONSTRUCTION



City Council

Meeting Date: August 5, 2025
Meeting Time: 6:00 PM
Agenda Item No: 10.j
Item Description: 2025.106 Approval Resolution Westbrook Development
Submitted By: Brian S. Phinney, Acting City Manager

Supporting Information/Documentation:

2025.106 Designation Blighted Site in Need of Development - RESOLUTION

Key Terms:

Executive Summary:

Approval of this item designates the former Maine Energy Recovery site as a blighted area. The designation allows Westbrook Development Corporation the ability to claim an additional point in the State LIHTC application process improving the chances of the project receiving award during this round of funding and increasing the potential for the development to proceed along the earliest timeline contemplated in the Development Agreement.

Detailed Review:

The Biddeford City Council authorized execution of a development agreement with Westbrook Development Corporation (WDC) for the development of Lots 1B and 1C of the former Maine Energy Recovery Company site on Pearl Street. As part of the development project, WDC plans to construct affordable housing units at the site and intends to apply for affordable housing tax credits. As has been presented to the City Council, affordable housing tax credits are awarded to projects throughout the State on a competitive basis under Maine Housing's Low Income Housing Tax Credit Program (State LIHTC). Projects score points for various criteria established within the scoring matrix.

In order to maximize points, WDC has asked that the City Council assist with increasing the potential points for the project under the Rehabilitation or Reuse of Existing Housing, Structure or Site LIHTC QAP scoring process. One of the qualifying conditions is a site specifically designated by a municipality for development to renew a blighted area or to remediate environmental risks to occupants. The site has been remediated as part of the closure agreement with Maine Energy Recovery Company. The development site meets the "residential standard" for remediation from the communications stack to Lincoln Street. WDC

will be required to comply with the terms and conditions of the existing Declaration of Environmental Covenants and Soil and Groundwater Management Plan, but is not required to perform additional cleanup that would reduce risks past current standards. The site has remained vacant since 2013 and the City has desired to encourage redevelopment of the site since that time. The lot has been fenced and meets the definition of a blighted area. In order to allow the developer to maximize points, the State Qualified Action Plan specifies that a municipality must specifically designate a site for redevelopment to renew a blighted area or remediate environmental risks to occupants.

At the Council's discretion, the attached resolution designates the site for redevelopment to renew a blighted area. If adopted, the resolution will be included in the WDC application, allowing WDC the ability to claim an additional point in the competitive application process.

Funding Source:

N/A

Staff Recommendation:

Staff see no negative impacts to the city by providing the declaration and the action may help improve project scoring in the hopes of WDC receiving an award during this round of applications, thus ensuring the project is constructed along the earliest timeline.



RESOLUTION

2025.106

RESOLUTION DESIGNATING LOTS 1A, 1B, 1C, AND 3 OF THE FORMER MAINE ENERGY RECOVERY COMPANY SITE, MAP 71-2 AS BLIGHTED AND IN NEED OF REDEVELOPMENT FOR PURPOSES OF MAINE STATE HOUSING AUTHORITY LOW-INCOME HOUSING TAX CREDIT SCORING

WHEREAS, the lots identified as 1A, 1B, 1C, and 3 were formerly occupied by the Maine Energy Recovery Company (MERC) waste-to-energy facility, which operated as a regional incinerator adjacent to Biddeford's downtown core and riverfront; and

WHEREAS, the City of Biddeford purchased the MERC facility in 2012 and undertook significant environmental remediation in 2013, cleaning the property to residential standards from the former smokestack to Lincoln Street and to public park standards from the smokestack to the Saco River; and

WHEREAS, while the City has taken steps to activate portions of the site—including through a public-private partnership that resulted in construction of a multi-level parking facility that became operational in July 2021—large portions of the site have remained vacant and underutilized since the demolition of the plant and have not achieved meaningful reinvestment or reuse; and

WHEREAS, despite adjacent redevelopment progress—including private mixed-use and residential developments—these remaining parcels have persisted as visible evidence of underutilization and disinvestment in the heart of the community; and

WHEREAS, the location of Lots 1A, 1B, 1C, and 3 represents a key opportunity for equitable reinvestment, especially in support of affordable housing and nonprofit-led development initiatives; and

WHEREAS, the Maine State Housing Authority's Qualified Allocation Plan for the Low-Income Housing Tax Credit program awards scoring preference to properties that are designated by municipalities as "in need of redevelopment to renew a blighted area or to remediate environmental risks to occupants"; and

WHEREAS, it is in the public interest for the City to support nonprofit development entities seeking to reinvest in this location through the LIHTC program and other redevelopment tools;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BIDDEFORD:

1. That Lots 1A, 1B, 1C, and 3 (Map 71-2)—located at the site of the former MERC facility—are hereby formally designated as blighted properties in need of redevelopment;
2. That this designation is intended to satisfy the requirements set forth in MaineHousing's Qualified Allocation Plan for competitive scoring purposes, particularly for nonprofit-sponsored affordable housing proposals;
3. That the City of Biddeford affirms its commitment to the long-term redevelopment of these lots in a manner that advances public goals, including affordability, and economic inclusion;
4. That this resolution shall be transmitted to MaineHousing and made available to applicants seeking support for redevelopment of the designated site.

Adopted by the City Council of Biddeford, Maine on _____, 2025.

*In Witness Whereof, We the undersigned have herewith affixed
our signatures this _____ day of August 2025.*

Mayor, Martín Grohman

Attest: Robin Patterson, City Clerk