

City of Biddeford

City Council

December 21, 2021 6:00 PM Council Chambers & Via Zoom

Please click the link below to join the webinar:

<https://biddeford.zoom.us/j/95149909979?pwd=TFBJbGhYbE5zQ0V3QzJqVU4yMTRVUT09>

Passcode: 036111

Or One tap mobile :

US: +13126266799,,95149909979# or +16465588656,,95149909979#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

**US: +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or +1 346 248 7799 or +1
669 900 9128 or +1 253 215 8782**

Webinar ID: 951 4990 9979

International numbers available: <https://biddeford.zoom.us/j/95149909979>

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Adjustment(s) to Agenda**
- 4. Recognition:**
 - 4.a. Police Chief Roger P. Beaupre - 50 Years of Service to the Biddeford Police Department
 - 4.b. Out-Going Councilors from 2019-2021 Term
- 5. Public Hearing**
 - 5.a. State of Maine Liquor License Application: Mick's Sprots Bar, LLC
[LEGAL LIQUOR AD.doc](#)
- 6. Liquor License Consideration**
 - 6.a. Mick's Sports Bar, LLC
[12-21-2021 Liquor License App-Micks Sports Bar.pdf](#)
- 7. Consideration of Minutes:**
 - 7.a. November 16, 2021 Council Meeting Minutes
[11-16-2021 Council Meeting Minutes.docx](#)
- 8. Second Reading:**
 - 8.a. 2021.119) Amendment/Ch. 42, Motor Vehicles & Traffic/Sec. 42-59-Snow emergency parking ban/Update Parking Lots - Remove Sullivan Street Parking Lot
[11-16-2021 Snow Emergency Parking-Parking Lots Update-ORDER.docx](#)
[11-16-2021 Snow Emergency Parking-Parking Lots Update-MEMO.docx](#)
- 9. Orders of the Day:**
 - 9.a. 2021.122) Nomination and Election of Council President

- [12-21-2021 Nomination of Council President.docx](#)
- 9.b. 2021.123) Adoption of Roberts Rules of Order
[12-21-2021 Adoption Roberts Rules.docx](#)
- 9.c. 2021.124) Adoption/Code of Ordinance-Appendix A - Rules of the Council
[12-21-2021 Adoption-Rules of the Council.docx](#)
[12-21-2021 Rules of City Council - 2021 with nrb edits.docx](#)
- 9.d. 2021.125) Confirmation/Appointment of City Solicitor
[12-21-2021 Confirmation of City Solicitor.docx](#)
- 9.e. 2021.126) Confirmation/Mayor's Appointment to the Finance Committee
[12-21-2021 Mayor Appt to Finance Committee.docx](#)
- 9.f. 2021.127) Confirmation/Council President's Appointment to the Finance Committee
[12-21-2021 Council President Appt to Finance Committee.docx](#)
- 9.g. 2021.128) Authorization/Creation of Affordable Housing Committee
[12-21-2021 Creation of Affordable Housing Committee.doc](#)
[12-21-2021 Creation of Affordable Housing Comm-Guidelines.docx](#)
- 9.h. 2021.129) Authorization/Purchase of Backhoe-Loader/United Construction & Forestry
[12-21-2021 Purchase Backhoe-ORDER.docx](#)
[12-21-2021 Purchase Backhoe-MEMO.docx](#)
[12-21-2021 Purchase Backhoe-backup docs.pdf](#)
- 9.i. 2021.130) Authorization/Purchase of 4x4 Pickup Truck/Arundel Ford
[12-21-2021 Purchase 4x4 Pickup Truck-ORDER.docx](#)
[12-21-2021 Purchase 4x4 Pickup Truck-MEMO.docx](#)
[12-21-2021 Purchase 4x4 Pickup Truck-backup docs.pdf](#)
- 9.j. 2021.131) Authorization/Purchase of 10-Wheel Plow Truck/Freightliner of Maine
[12-21-2021 Purchase 10-Wheel Plow Truck-ORDER.docx](#)
[12-21-2021 Purchase 10-Wheel Plow Truck-MEMO.docx](#)
[12-21-2021 Purchase 10-Wheel Plow Truck-backup docs.pdf](#)
- 9.k. 2021.132) Amendment/Ch. 42, Motor Vehicles & Traffic/Sec. 42-66-Beach permit regulations/Increase in Beach Permit Fees
[12-21-2021 Beach Permit Fees Increase-ORDER.doc](#)
[12-21-2021 Beach Permit Fees-MEMO.docx](#)
[12-21-2021 Beach Parking Pass Pricing Analysis.xlsx](#)
[12-21-2021 Beach Fees 2021-Other Communities.pdf](#)
[12-21-2021 Beach Permit Fees-Policy Committee Minutes June 10-2019.pdf](#)
- 9.l. 2021.133) Approval/J. Richard Martin Community Center Fire Protection System - Sprinkler Room/Eastern Fire
[12-21-2021 Comm Center Fire Protection Sysytem-ORDER.docx](#)
[12-21-2021 Community Center Fire Protection-MEMO.docx](#)
[12-21-2021 Comm Center-Fire Protection-BIDS.pdf](#)
[12-21-2021 Comm Center-Sprinkler Room Photos.pdf](#)
- 9.m. 2021.134) Approval/3 Lincoln Street Phase 1 Concept Plan/3-Lincoln, LLC
[12-21-2021 3 Lincoln Street Site Concept Plan-ORDER.doc](#)
[12-21-2021 3 Lincoln Street Site Concept Plan-MEMO.docx](#)
[12-21-2021 3 Lincoln Street-Master Plan Development Agreement.pdf](#)
- 9.n. 2021.135) Resolution/Authorization Public Justification for Expending ARPA Funds for

- COVID-19 Premium Pay above 150% of State or County Median Pay
[12-21-2021 Resolution-ARPA Premium Pay-ORDER.docx](#)
[12-21-2021 ARPA Premium Pay-MEMO.docx](#)
- 9.o. 2021.136) Approval/Disposition of City Tax-Acquired Properties
[12-21-2021 Tax Acquired Properties-ORDER.doc](#)
[12-21-2021 Tax Acquired Property Recommendations-FY22.docx](#)
- 9.p. 2021.137) Authorization/Opioids Maine Settlement
[12-21-2021 Opioid Settlement Agreement-ORDER.doc](#)
- 9.q. 2021.138) Discussion & Approval/Council Options for South Street Village Development with Hidden Hills, LLC
[12-21-2021 South Street Development-MEMO.pdf](#)
[12-21-2021 South Street Development-Zoning Options.docx](#)
- 10. Appointments:**
- 10.a. Councilor Appointments to Various City Committees/Commissions/Boards
[12-21-2021 Council Appointments to Various Committees.docx](#)
- 10.b. Marc Malon, II...Recycling & Waste Management Commission CHAIR
[12-21-2021 Appt-Malon-RSWC Chair.docx](#)
- 10.c. Roger Cantara...Biddeford Fire Advisory Committee
[12-21-2021 Appt-Cantara-Fire Advisory Committee.docx](#)
[12-21-2021 Committee App-Cantara-Fire Advisory Committee.pdf](#)
- 10.d. Jessica Johnson...Board of Assessment Review
[12-21-2021 Appt-Johnson-Board of Assessment Review.docx](#)
[12-21-2021 Committee App-Johnson-Board of Assessment Review.pdf](#)
- 10.e. Richard Rhames...Cable TV Committee
[12-21-2021 Appt-Rhames-Cable TV Committee.docx](#)
[12-21-2021 Committee App-Rhames-Cable TV Committee.pdf](#)
- 10.f. Daniel P. Boucher...Capital Projects Committee
[12-21-2021 Appt-Boucher-Capital Projects Committee.docx](#)
[12-21-2021 Committee App-Boucher-Capital Projects Comm.pdf](#)
- 10.g. John Hennedy...Harbor Commission
[12-21-2021 Appt-Hennedy-Harbor Commission.docx](#)
[12-21-2021 Committee App-Hennedy-Harbor Commission.pdf](#)
- 10.h. Alexa Plotkin...Planning Board, Associate Member
[12-21-2021 Appt-Plotkin-Planning Board.docx](#)
[12-21-2021 Committee App-Plotkin-Planning Board.pdf](#)
- 10.i. Renee O'Neil...Policy Committee
[12-21-2021 Appt-ONeil-Policy Committee.docx](#)
[12-21-2021 Committee App-ONeil-Policy Committee.pdf](#)
- 10.j. Leo Letendre...Project Canopy Committee
[12-21-2021 Appt-Letendre-Project Canopy Comm.docx](#)
- 10.k. Richard "Chico" Potvin...Recycling & Waste Management Commission
[12-21-2021 Appt-Potvin-RWMC.docx](#)
[12-21-2021 Committee App-Potvin-RWMC.pdf](#)
- 10.l. Peter Bouthillette...Shellfish Conservation Committee
[12-21-2021 Appt-Bouthillette-Shellfish Comm.docx](#)

[12-21-2021 Committee App-Bouthillette-Shellfish Comm.docx](#)

10.m Sean Tarpey...Zoning Board of Appeals

[12-21-2021 Appt-Tarpey-ZBA.docx](#)

[12-21-2021 Committee App-Tarpey-ZBA.pdf](#)

- 11. Public Addressing the Council..(5 minute limit per speaker; 30 minute total time limit)**
- 12. City Manager Report**
- 13. Other Business**
- 14. Council President Addressing the Council**
- 15. Mayor Addressing the Council**
- 16. Adjourn**

CITY OF BIDDEFORD

LEGAL NOTICE

Notice is hereby given that the Municipal Officers of the City of Biddeford, at their next meeting on December 21, 2021 will consider the following liquor licenses:

Mick's Sports Bar, LLC: 420 Elm Street, Biddeford, ME
Class A Restaurant/Lounge: Malt; Wine

ATTEST BY: _____
Carmen J. Morris, City Clerk

pd \$160.00 12/7/2021

\$10.00 application fee is applicable to all NEW businesses

\$60.00 advertising fee for new liquor license applications is an up-front charge

City of Biddeford
BUSINESS LICENSE APPLICATION

BUSINESS NAME: MICKS SPORTSBAR LLC

Business Address: 420 ELM ST Map Lot

Mailing Address: 20 FOREST ST BIDDEFORD

Business Telephone Number: 207 252 4770

Email Address: EGJ@MAINE.RR.COM

OWNER/OPERATOR: PETER PETIT

Home Physical Address: 20 FOREST ST BIDDEFORD

Home Mailing Address: 20 FOREST ST BIDDEFORD

Home Telephone Number: 207 252 4770

Applicant(s) Date of Birth: JULY 9, 1966


Applicant's Signature

11/5/2021
Date

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

TYPES OF ENTERTAINMENT:

\$150.00 (single/multiple events)

- | | |
|--|---|
| ☐ Concert | ☐ Playhouse/Play |
| ☐ Exhibitions (live performances) | |
| ☐ Circus/Carnival | |

\$150.00 (annual)

- | | |
|---|--|
| ☐ Indoor Skating Rink | ☐ Public Firing Range |
| ☐ Bowling Lanes | ☐ Bottle Club |
| ☐ Theater/Movie House
(plus \$25.00 per screen) | |
| ☐ Billiard Room(s) | |

AUTOMOBILE REPAIR AND/OR GRAVEYARD:

- | | |
|---|-----------------|
| ☐ Automobile Repair Garage for maintenance | \$75.00 |
| ☐ Automobile Graveyard | \$200.00 |

PLACES/DEALERS IN PRODUCTS:

\$200.00

- | | |
|--|---|
| ☐ Secondhand Dealers | ☐ Flea Market (for 20 tables; \$5 per add'l table) |
| ☐ Dealers in gold jewelry, etc. | ☐ Junk Dealer/Recycling |
| ☐ Antique Dealer | |

\$10.00 application fee is applicable to all NEW businesses

\$60.00 advertising fee for new liquor license applications is an up-front charge

PAWNBROKER: **\$200.00**

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

ICE CREAM TRUCK VENDOR **\$75.00**

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

VENDING ON WATERWAYS **\$100.00**

OPERATING LICENSE:

- ☐ Victualer (no alcohol)-**State Cert. Required** **\$75.00**
- ☒ Victualer serving beer and/or wine-**State Cert. Required** **\$100.00**
- ☒ Victualer serving beer, wine and/or liquor **\$150.00**
State Cert. Required
- ☐ Taxicab, motorbus, public automobile **\$50.00**
(plus \$20.00 per vehicle)
- ☐ Massage Establishment/Therapist **\$100.00**
- ☐ Combined Massage Establishment/Massage Therapist **\$150.00**
- ☐ Adult Business **\$2,000.00**
- ☐ Sludge Disposal **\$50.00**

MISCELLANEOUS:

- ☐ Advertising (for liquor licenses) **\$60.00**
- ☐ Newspaper Vending Machines (per machine) **\$10.00**
- ☐ Video Game Devices (up to a max of \$50.00) **\$10.00 (each machine)**

New Business License Application Disclosure: By submitting, signing and paying the applicable \$10.00 application fee (and \$60.00 advertising, when applicable), the issuance of business license in the City of Biddeford is not guaranteed. You will be required to pay the full business license fee(s) once departmental reviews have been completed and an Occupancy Permit has been issued by the Code Enforcement Office.

CITY COUNCIL APPROVAL DATE (if applicable): _____

CODE ENFORCEMENT APPROVAL: _____
(Occupancy Permit Issued)

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



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Application for an On-Premises License

All Questions Must Be Answered Completely. Please print legibly.

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS: Yes ☐ No ☐	

Section I: Licensee/Applicant(s) Information;
Type of License and Status

Legal Business Entity Applicant Name (corporation, LLC): <i>Micks Sports Bar LLC</i>	Business Name (D/B/A):
Individual or Sole Proprietor Applicant Name(s): <i>Peter E Petit</i>	Physical Location: <i>420 Elm St</i>
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different: <i>20 Forest St Bldg Me</i>
Mailing address, if different from DBA address: <i>20 Forest St Bldford Me</i>	Email Address: <i>EGJ@MAINE.LR.CON</i>
Telephone # Fax #: <i>20729305 2072861289</i>	Business Telephone # Fax #: <i>2072829305 2072861289</i>
Federal Tax Identification Number: <i>873256515</i>	Maine Seller Certificate # or Sales Tax #: <i>Don't have yet till get approved</i>
Retail Beverage Alcohol Dealers Permit:	Website address: <i>NA</i>

1. New license or renewal of existing license? ☒ New Expected Start date: 1/20/2021
☐ Renewal Expiration Date: _____

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:

Food: _____ Beer, Wine or Spirits: _____ Guest Rooms: _____

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

☒ Malt Liquor (beer) ☒ Wine ☐ Spirits

4. Indicate the type of license applying for: (choose only one)

- | | | |
|--|---|---|
| ☐ Restaurant
(Class I, II, III, IV) | ☒ Class A Restaurant/Lounge
(Class XI) | ☐ Class A Lounge
(Class X) |
| ☐ Hotel
(Class I, II, III, IV) | ☐ Hotel – Food Optional
(Class I-A) | ☐ Bed & Breakfast
(Class V) |
| ☐ Golf Course (included optional licenses, please check if apply)
(Class I, II, III, IV) | ☐ Auxiliary | ☐ Mobile Cart |
| ☐ Tavern
(Class IV) | ☐ Other: _____ | |
| ☐ Qualified Caterer | ☐ Self-Sponsored Events (Qualified Caterers Only) | |

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

420 Elm St Biddford

6. Is the licensee/applicant(s) citizens of the United States? ☒ Yes ☐ No

7. Is the licensee/applicant(s) a resident of the State of Maine? ☒ Yes ☐ No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

☒ Yes ☐ No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

☐ Yes ☒ No

☐ Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

☐ Yes ☒ No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name

Peter Edward Petit

DOB

7/9/1966

Place of Birth

Biddeford

Residence address on all the above for previous 5 years

Name Peter Edward Petit

Address:

20 Forest St Biddeford Maine

Name

Address:

Name

Address:

Name

Address:

13. Will any law enforcement officer directly benefit financially from this license, if issued?

☐ Yes ☒ No

If Yes, provide name of law enforcement officer and department where employed:

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

16. Has the licensee/applicant(s) formerly held a Maine liquor license? ☐ Yes ☒ No

17. Does the licensee/applicant(s) own the premises? ☐ Yes ☒ No

If No, please provide the name and address of the owner:

Rick and JAN Hamel

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: 6

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

inside Bar outside fence area
table inside

20. What is the distance from the premises to the **nearest** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: JFK School

Distance: approx 1 mile

Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: Dec 6/2021

Peter E Petru
Signature of Duly Authorized Person

Peter E Petru
Printed Name Duly Authorized Person

Signature of Duly Authorized Person

Printed Name of Duly Authorized Person

Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

- ☐ **Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine's liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located.

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant.

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime;

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control;

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;

D-1. Failure to obtain, or comply with the provisions of, a permit for music, dancing or entertainment required by a municipality or, in the case of an unincorporated place, the county commissioners;

E. A violation of any provision of this Title;

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages.

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. Repealed

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause.

4. Repealed

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

Section IV: Terms and Conditions of Licensure as an Establishment that sells liquor for on-premises consumption in Maine

- The licensee/applicant(s) agrees to be bound by and comply with the laws, rules and instructions promulgated by the Bureau.
- The licensee/applicant(s) agrees to maintain accurate records related to an on-premise license as required by the law, rules and instructions promulgated or issued by the Bureau if a license is issued as a result of this application.
 - The licensee/applicant(s) authorizes the Bureau to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also any books, records and returns during the year in which any liquor license is in effect.
- Any change in the licensee's/applicant's licensed premises as defined in this application must be approved by the Bureau in advance.
- All new applicants must apply to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for its Retail Beverage Alcohol Dealers permit. See the TTB's website at <https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers> for more information.

Section V: Fee Schedule

Filing fee required. In addition to the license fees listed below, a filing fee of \$10.00 must be included with all applications.

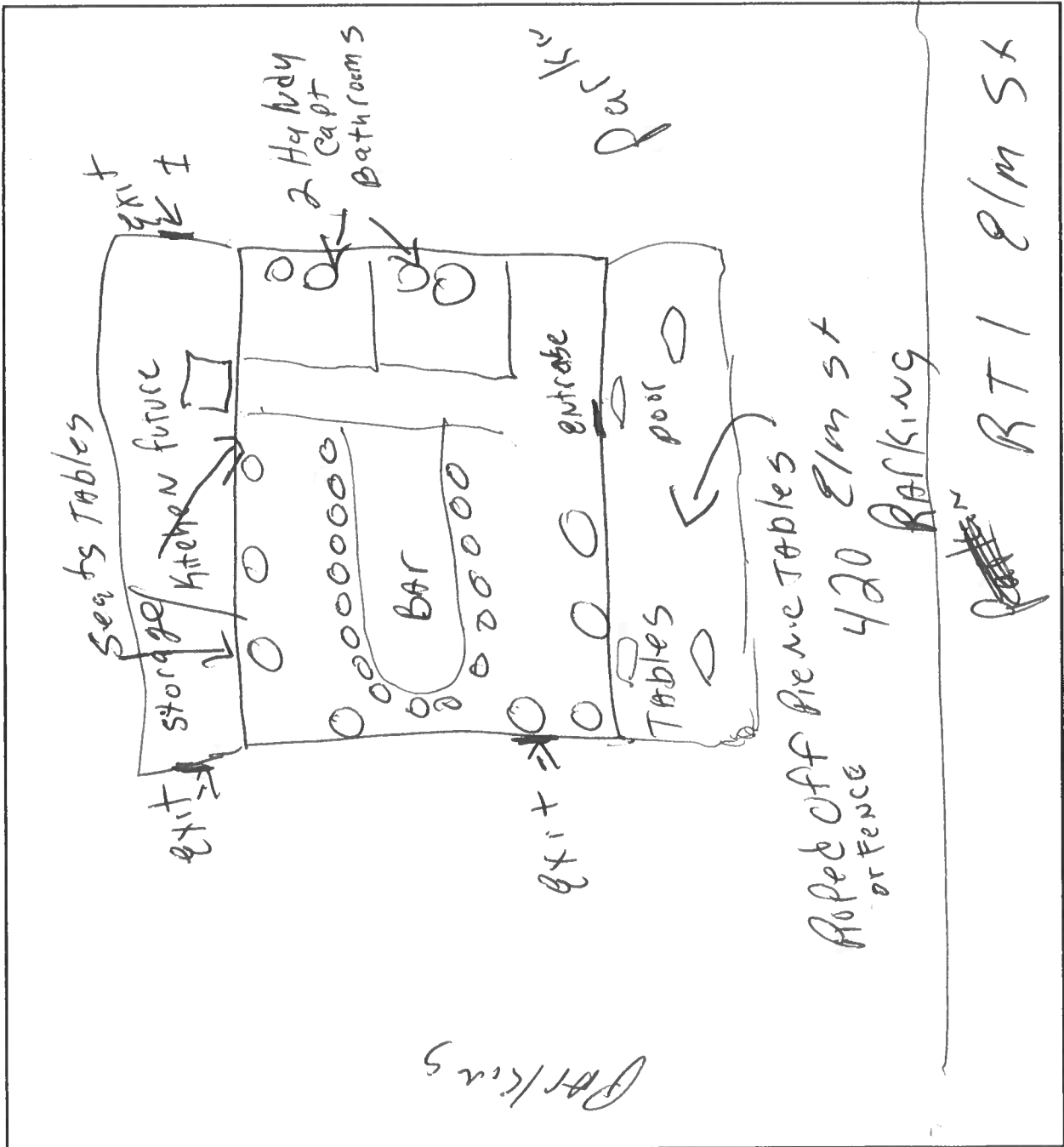
Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together with the application.

Class of License	Type of liquor/Establishments included	Fee
Class I	For the sale of liquor (malt liquor, wine and spirits) This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers	\$ 900.00
Class I-A	For the sale of liquor (malt liquor, wine and spirits) This class includes only hotels that do not serve three meals a day.	\$1,100.00
Class II	For the Sale of Spirits Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; and Vessels.	\$ 550.00
Class III	For the Sale of Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class IV	For the Sale of Malt Liquor Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class III and IV	For the Sale of Malt Liquor and Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 440.00
Class V	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Club without catering privileges.	\$ 495.00
Class X	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Class A Lounge	\$2,200.00
Class XI	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Restaurant Lounge	\$1,500.00

Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.



Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: Micks Sports Bar LLC
2. Doing Business As, if any: _____
3. Date of filing with Secretary of State: 10/2021 State in which you are formed: ME
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Peter Petit	20 Forest St. Biddford	7/19/1966	Owner	100%

(Ownership in non-publicly traded companies must add up to 100%.)

COUNCIL MEETING

NOVEMBER 16, 2021

NOTE: Due to COVID-19, this meeting was held in-person in the Council Chambers, as well as virtually (via ZOOM),

Mayor Casavant called the meeting to order at 6:03 p.m.

Roll Call: William Emhiser, John McCurry, Jr., Stephen St. Cyr, Ashanti Williams, Amy Clearwater, Norman Belanger, Michael Ready, Doris Ortiz and Marc Lessard

The Council, and all who were present, recited the Pledge of Allegiance.

Adjustment to the Agenda:

- Add Proclamation: Small Business Saturday

Proclamation: Small Business Saturday

Mayor Casavant ready the proclamation.

Update: Thatcher Brook Watershed: Morin Street Soil Filters

Craig Chekan, Deputy City Engineer gave an update on the Thatcher Brook Watershed Management Plan, including the completion of Phase II, Morin Street Soil Filters. He pointed out the City's website, on the Engineering page for the history of the Thatcher Brook Watershed Management Plan. The Thatcher Brook Watershed is currently classified as an Urban Impaired Stream. The most recent project of the Plan is the installation of the Morin Street Soil Filters in two different locations on Morin Street. The design of the soil filters was done in-house by Craig Chekan and the actual construction and installation has been done by the Public Works Department. The completion of this project brings the Management Plan to the end of Phase II.

Tom Milligan, City Engineer, noted that the City has received 60% of the cost for this project in Grant money, which leaves 40% to be covered by the City. Each year, Thatcher Brook Watershed Management Plan is budgeted for in the CIP Fund.

Game of Chance Applications:

Motion by Councilor McCurry, seconded by Councilor Clearwater to recommend the issuance of the Game of Chance application to **York County Veterans Alliance**.

Vote: Unanimous.

Motion by Councilor McCurry, seconded by Councilor Clearwater to recommend the issuance of the Game of Chance application to **Biddeford Eagles, #804**.

Vote: Unanimous.

Motion by Councilor McCurry, seconded by Councilor Clearwater to recommend the issuance of the Game of Chance application to **AMVEST, Post #1**.

Vote: Unanimous.

Consideration of Minutes: November 3, 2021; November 4, 2021

Motion by Councilor Ready, seconded by Councilor Clearwater to accept the minutes of **November 3, 2021** as printed.

Vote: Unanimous.

Motion by Councilor McCurry, seconded by Councilor Clearwater to accept the minutes of **November 4, 2021** as printed.

Vote: Unanimous.

Orders of the Day:

2021.112

IN BOARD OF CITY COUNCIL...NOVEMBER 16, 2021

BE IT ORDAINED by the City Council of Biddeford, Maine to amend the Code of Ordinances of the City of Biddeford as follows:

Part III (Land Development Regulations), Article III (Official Zoning Map), is amended to rezone 1 Hills Beach Rd, (Map 51, Lot 11), 583 Pool St, (Map 51, Lot 10), 590 Pool St, (Map 51, Lot 18-1) from Suburban Residential-1 (SR-1) to Institutional (IN).

NOTE: Following a duly noticed Public Hearing the Planning Board recommended unanimously (4-0 vote) that this amendment be approved.

Motion by Councilor Emhiser, seconded by Councilor Clearwater to grant the first reading of the ordinance amendment.

Vote: 1/8; Councilor Emhiser in favor.

Councilors McCurry, St. Cyr, Williams, Clearwater, Belanger, Ready, Ortiz and Lessard opposed.

Motion fails.

2021.113 IN BOARD OF CITY COUNCIL..NOVEMBER 16, 2021

BE IT ORDERED, that the City Council of the City of Biddeford per Biddeford Code of Ordinances, Part III (Land Development Regulations), Article V (Establishment of Zones), Section 9.F.2, does hereby advise the Planning Board of its endorsement of the concept of a new Contract Zone for 200 Graham Street, LLC, as outlined in the letter *Gorrill-Palmer* dated October 26, 2021, to allow for the redevelopment of 200-208 Graham Street into 72 residential market rate apartments.

No motion was made.

2021.114 IN BOARD OF CITY COUNCIL..NOVEMBER 16, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve the purchase and installation of two(2) Electric Vehicle Dual Port EV Chargers from All Pro Electric of Haverhill, Massachusetts, in an amount not to exceed \$38,900.00, with funds to come from the FY22 Capital Projects Funds.

NOTE: The Finance Committee will consider this item at their November 16, 2021 meeting and pass along their recommendation to the Council.

Motion by Councilor McCurry, seconded by Councilor Clearwater to grant the order.

{Councilor Clearwater left the meeting at 6:44 p.m.}

Councilor Lessard wanted it noted that this item did not go the Capital Projects Committee for review prior to consideration by the full Council. He feels that since this purchase involves FY22 CIP funds, it should have been first reviewed by the Capital Projects Committee.

Vote on order: Unanimous.

2021.115 IN BOARD OF CITY COUNCIL...NOVEMBER 16, 2021

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 58, Solid Waste, Article I IN GENERAL, Section 58-7 Regulated Activities and Administration be amended by [adding](#) or ~~deleting~~ to read as follows:

Sec. 58-7. Regulated activities and administration.

The accumulation, collection, transportation and disposal of solid waste, both acceptable and unacceptable, generated within the City of Biddeford shall be regulated in the following manner:

- (1) Such City collection will be limited to properties whose primary use is residential in nature.
- (2) The operating hours and general administration of the City transfer station shall be set by the City Council, except for holidays or emergencies where the Director of Public Works would have the authority to set emergency hours.
- (3) When a holiday falls upon the day of collection, or severe weather necessitates cancellation of collection services, recycling services for the residents on that day's route will be collected on the following Saturday. Collection of waste shall be on the next day following the cancellation.
- (4) In the event of two or more collection service cancellations in one week, the Public Works Director shall publish an emergency collection schedule, which may include, but may not be limited to, no collection for one or more routes with

collection occurring on the next week's regular schedule. The requirement that all acceptable municipal solid waste fit in the designated municipal solid waste container shall be waived during emergency collection events.

(5) All grandfathered facilities shall submit a written performance- based recycling plan to the Director of Public Works as identified by the following schedule:

- (1) Grandfathered facilities shall submit a written performance- based recycling plan within 30 days of the effective date of this subsection.
- (2) A written performance-based recycling plan shall be submitted to the Code Enforcement Office. The method of delivery may include plans submitted via email, fax, regular mail or hand delivery.
- (3) The Code Enforcement Office shall identify any deficiencies, in writing, along with a due date for a response/corrective action and may request a plan modification upon failure to provide a performance-based demonstration of compliance.

(6) Residential, 3/5 unit facilities. Contamination of Recyclables

Residential property owners are issued a Recycling Container (Blue Tote), and are responsible for compliance with the rules and restrictions for its use. Violations are subject to the provisions of Section 58-9.

(7) If there is a loss of recycling service and privileges, as a result of non-compliance with the Recycling Rules, the recycling container will be removed and owner required to lease a larger garbage bin or at the owner's sole option, decline municipal curbside trash collection and secure a private commercial trash collection service.

The larger garbage bin shall consist of one (1) 65-gallon green tote at a yearly fee of \$122.00 for the first year (price per year will vary by tipping fee cost). City staff will replace the existing 35-gallon green tote with a registered 65-gallon green tote, for use at the user's address. This fee will offset the extra tipping fee for the additional garbage attributed to the loss of recycling bin privileges due to non-compliance.

If the offender's lease is voided the new lease holder must return the larger green garbage tote and will be provided with the original 35-gallon green garbage tote and 65-gallon blue recycling tote. Education information will be given to the new tenant.

Motion by Councilor McCurry, seconded by Councilor Belanger to grant the first reading of the ordinance amendment.

Vote: 3/5; Councilors Belanger, Williams and Emhiser in favor.

Councilors McCurry, St. Cyr, Ready, Ortiz and Lessard opposed.

Motion fails.

2021.116 IN BOARD OF CITY COUNCIL...NOVEMBER 16, 2021

BE IT ORDERED, by the City Council of the City of Biddeford that the City Manager be authorized to sign a utility easement with Northern Utilities, Inc., doing business as Unitil, at 14 Pomerleau Street in Biddeford, as presented.

Motion by Councilor Ready, seconded by Councilor Lessard to grant the order.

Vote: 6/2; Councilors McCurry and St. Cyr opposed.

Councilors Emhiser, Williams, Belanger, Ready, Ortiz and Lessard in favor.

Motion carries.

2021.117 IN BOARD OF CITY COUNCIL...NOVEMBER 16, 2021

BE IT ORDERED, by the City Council of the City of Biddeford that the City Manager be authorized to enter into an agreement with Phil Radding to serve as owner's representative to oversee and coordinate building renovation projects associated with the November 2020 \$3.75 million dollar Building Bond at a rate not to exceed \$550 per day, or portion thereof, plus related expenses, **not to exceed \$20,000.**

Motion by Councilor Belanger, seconded by Councilor Lessard to grant the order.

Motion by Councilor Lessard, seconded by Councilor Belanger to amend the order by adding the following language: "...**not to exceed \$20,000.**"
Vote on amendment: 7/1; Councilor Ready opposed.
Councilors Emhiser, McCurry, St. Cyr, Williams, Belanger, Ortiz and Lessard in favor.
Amendment carries.

Vote on order, as amended: 6/2; Councilors Ready and McCurry opposed.
Councilors Emhiser, St. Cyr, Williams, Belanger, Ortiz and Lessard in favor.
Motion carries.

2021.118 **IN BOARD OF CITY COUNCIL...NOVEMBER 16, 2021**
BE IT ORDERED, by the City Council of the City of Biddeford that the City Manager prepare and release a request for qualifications (RFQ) for an assessment of the Biddeford Fire Department.

Note: The purpose of the assessment shall be to provide information and recommendations regarding the effectiveness and efficiency of fire department's operations. This includes, but is not limited to, analyzing the department's organization, programs and services, operating policies and procedures, training, budget, and staffing. Engaging a qualified contractor/consultant for such work shall be evaluated under a separate authorization in accordance with the City of Biddeford's purchasing rules and procedures.

Motion by Councilor Ready, seconded by Councilor McCurry to grant the order.
Vote: Unanimous.

2021.119 **IN BOARD OF CITY COUNCIL...NOVEMBER 16, 2021**
BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 42, Motor Vehicles and Traffic, Article III PARKING, STOPPING AND STANDING, Section 42-59 Snow Emergency Parking Ban be amended by adding or ~~deleting~~ to read as follows:

Sec. 42-59 Snow Emergency Parking Ban.

The following provisions shall apply during snow emergencies as declared by the Director of Public Works:

(1) When the Director of Public Works deems it necessary to allow for the safe and efficient removal of snow and ice from the public ways within the City, the Director may declare that a snow emergency exists. The Director of Public Works will announce the snow emergency by notifying the local radio and television media and request that they make periodic announcements of the parking ban. The Director will state in his notice that, during the hours of the emergency, parking of motor vehicles is prohibited on any way or municipal parking lot within the jurisdiction of the City, except that the municipal parking lots at the Community Center (Myrtle Street side only), Clifford Park East Biddeford Little League parking lot (on Hill Street), and Public Access parking lot (on Pool Street) ~~and Sullivan Street parking lot~~ are open for parking during the period of the emergency at no fee.

(2) A vehicle parked in violation of the declared snow emergency ~~shall~~ may be towed at the owner's expense.

(3) Vehicles parked in the Clifford Park, Community Center, or municipal parking lots as authorized by this section must be removed prior to 7:00 a.m. on the day of the end of the snow emergency, and these municipal parking lots may not be used until they have been cleared of snow.

Motion by Councilor Ready, seconded by Councilor Lessard to grant the first reading of the ordinance amendment.
Vote: Unanimous.

2021.120 **IN BOARD OF CITY COUNCIL...NOVEMBER 16, 2021**
BE IT ORDERED, by the City Council of the City of Biddeford that expenses associated with the October 2021 river wall failure repair project be assigned to funds currently reserved for construction of the next phase of the RiverWalk and associated pedestrian connections.

Note: The amount of the current dedicated reserve is \$3,000,000.

Motion by Councilor McCurry, seconded by Councilor Lessard to grant the order.
Vote: 3/5; Councilors Lessard, Williams and McCurry in favor.
Councilors Emhiser, St. Cyr, Belanger, Ready and Ortiz opposed.
Motion fails.

Appointments:

IN BOARD OF CITY COUNCIL...NOVEMBER 16, 2021
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
appoint:

Richard “Rick” Laverriere
371 South Street
Ward 6

as CHAIR of the *Airport Commission* for 2022.

Motion by Councilor Ready, seconded by Councilor Belanger to confirm the appointment.
Vote: Unanimous.

IN BOARD OF CITY COUNCIL...NOVEMBER 16, 2021
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
re-appoint:

William (Bill) Southwick
16 Congress Street
Ward 4

as CHAIR of the *Planning Board* for 2022.

Motion by Councilor McCurry, seconded by Councilor Belanger to confirm the appointment.
Vote: Unanimous.

IN BOARD OF CITY COUNCIL...NOVEMBER 16, 2021
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
re-appoint:

Carmen Morris
30 Beacon Avenue
Ward 7

to the *Airport Commission*, for a term to expire in December 2024.

Motion by Councilor Ready, seconded by Councilor Belanger to confirm the appointment.
Vote: Unanimous.

IN BOARD OF CITY COUNCIL...NOVEMBER 16, 2021
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
re-appoint:

Richard Rhames
10 West Loop Road
Ward 3

to the *Conservation Commission*, for a term to expire in December 2026.

Motion by Councilor McCurry, seconded by Councilor Emhiser to confirm the appointment.
Vote: Unanimous.

Public Addressing the Council...(5 minute limit per speaker; 30 minute total time limit):
One citizen addressed his comments to the Council.

City Manager Report:

City Manager James Bennett had the following items:

- (1) The City has received the renewal rates for the Fire Department and all non-Police and non-Public Works Employees and one of the insurance programs will increase by 1% and the other program will increase by 3% through Maine Municipal Health Trust. The City had budgeted for a possible 5% increase, so he is happy to have come in below the budgeted amount.
- (2) Jim publicly recognized the work that City Staff has done in dealing with the recent collapse of the River Wall. The work that they have done has been nothing short of amazing and he thanked Jeff Demers, Public Works Director; Tom Milligan and Craig Chekan from the Engineering Department; Brian Phinney, Chief Operating Officer, Roby Fecteau, Code Enforcement Officer; as well as the support from Roger Beaupre, Police Chief and Scott Gagne, Fire Chief and their respective departments. How these folks dealt with permitting, the Army Corps of Engineers, the Saco River Corridor Commission and contractors to come up with a plan and how to execute the plan was remarkably done.
- (3) Jim thanked the four out-going City Councilors for the opportunity to work with them and he expressed his appreciation for the professional and personal relationships he has developed with each of them during their tenure.

Other Business:

Councilor Belanger: acknowledged that this is the last council meeting for four of the Councilors. He expressed his gratitude to Ashanti Williams for serving the last few months. He further expressed his gratitude, stating that for the five years that he has served on the council, it has been his pleasure to work with Mike Ready, Steve St. Cyr and John McCurry, and he noted the impact each of them has had on where the City is today.

Councilor Ready – offered his departing sentiments, stating that serving on the Council has been a tremendous learning experience. As much as the Council may make decisions that they feel are the best for the community, it really is the City Staff that works so hard to do things right. He feels that the City is blessed with exceptional employees who go above and beyond and he really thanks those folks who he has worked with over the years and learned so much from. He also appreciates working with the Council and having had the much needed discussions to move the City forward.

Councilor Lessard – echoed Councilor Ready’s sentiment that City Staff does an impeccable job throughout the City in all the work they do and the services that are provided. He would even go as far as to support some sort of token of appreciation to the employees. He went on to recognize the fantastic job by all the out-going Councilors. He knows that they will be very missed.

Councilor Emhiser – shared that he attended the E2E presentations of this year’s group of 10 Employees and how impressed he was. He feels that the E2E Program is a tremendous program and that each Employee who was part of the this year’s program seemed to take away a lot from the experience. He then thanked the departing Councilors individually.

Councilor Ortiz – expressed her pleasure in working with all four out-going Councilors. She has truly enjoyed serving with Ashanti during his short time on the Council. She went on to say that she has learned so much from John, Steve and Mike and will miss them very much. She respects their opinions and the work that they have done during their tenures. She hopes to make them proud as she continues serving on the Council.

Councilor Williams – expressed his appreciation to his fellow Councilors for helping to make his short time on the Council feel like home. He is grateful for all that he has learned while serving on the Council. He hopes to stay involved in the City at some level and will keep in contact. He went on to wish the new in-coming Councilors good luck.

Councilor St. Cyr – thanked Mayor Casavant for appointing him at first; and then the voters in Ward 3 for electing him for subsequent terms. He thanked his fellow Councilors; the City Manager and the rest of the City Staff for all their work. He reminded the Council to always remember his adage: “Don’t ever forget the third, the third and the third.”

Council President Addressing the Council: Councilor McCurry began by thanking his wife for putting up with the busy schedule that comes with being a Councilor. The last couple of Councils that he has served on have been tremendous and the civility has been superb and he hopes that continues with future Councils.

He encouraged all the Councilors to meet the City Staff, find out what they do and ask the questions. City Staff are superb and have been a tremendous help to him over the years.

He thanked Mayor Casavant and expressed how much he has enjoyed working with him, and now enjoys a friendship that will last beyond his tenure on the Council.

Lastly, he recognized Superintendent of Schools, Jeremy Ray and the entire School Department and all that is going on at the Schools and what they do and how they impact what we do here on the City side.

Mayor Addressing the Council: Mayor Casavant thanked all four of the out-going Councilors for all they have done while serving on the Council for the City. He feels that this is one of, if not the strongest and best Councils he has served with. He highlighted the strengths and contributions of John, Steve, Mike and Ashanti to the Council during their respective tenures.

Executive Session: 1 MRSA 405(6)(D)...Labor Contract Negotiations

Motion by Councilor McCurry, seconded by Councilor Emhiser to move into Executive Session.
Vote: Unanimous. Time: 7:55 p.m.

Motion by Councilor Emhiser, seconded by Councilor McCurry to move out of Executive Session.

Vote: Unanimous. Time: 8:18 p.m.

2021.121

IN BOARD OF CITY COUNCIL.NOVEMBER 16, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to execute the proposed Police Union Contract substantially in the form presented to the City.

Motion by Councilor Belanger, seconded by Councilor Lessard to grant the order.

Vote: 6/2; Councilors McCurry and St. Cyr opposed.

Councilors Emhiser, Williams, Belanger, Ready, Ortiz and Lessard in favor.

Motion carries.

Motion by Councilor McCurry, seconded by Councilor Lessard to adjourn.

Vote: Unanimous. Time: 8:19 p.m.

Attest by: _____
Carmen J. Morris, City Clerk



City Council

Meeting Date: November 16, 2021

Meeting Time: 6:00 p.m.

Agenda Item No: 7.h.

Item Description: 2021.119) Amendment/Ch. 42, Motor Vehicles & Traffic/Sec. 42-59-Snow Emergency Parking Ban/Update Parking Lots - Remove Sullivan Street Parking Lot

Submitted by: Brian S. Phinney, COO
Roger Beaupre, Chief of Police

Supporting Information/Documentation:

N/A

Key Terms:

N/A

Executive Summary:

Amend Chapter 42, Section 42-59 by deleting reference to Sullivan Street Parking Lot. The lot was originally added to the list of available snow emergency parking ban lots to expand capacity during garage construction. With availability of garage parking the lot is no longer needed.

Detailed Review:

Circa 2018, the City of Biddeford entered into a Memorandum of Understanding with Biddeford Housing Authority to utilize the private parking lot at 39 Sullivan Street for residential parking during declared Snow Emergencies. The Agreement stipulated that the City would be responsible for cleaning and snow removal as consideration. This Agreement was suggested to address a lack of available snow emergency parking.

Now that the Parking Garage has available parking spaces for that purpose, this use and maintenance agreement between the City and the Biddeford Housing Authority is no longer necessary.

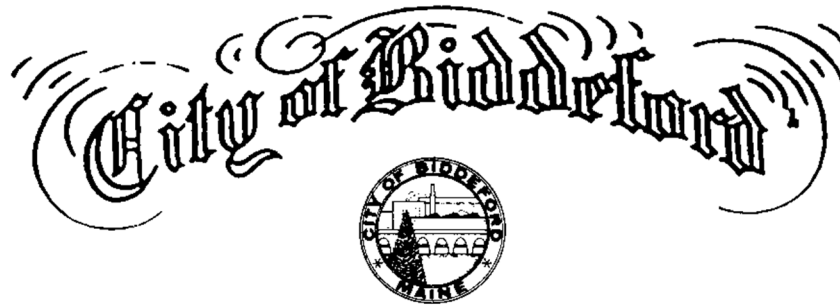
Also, it is recommended to change the word "shall" to "may" under subsection 2. Shall is mandatory, and there may be circumstances when towing is not feasible: such as availability of service wreckers, time of day, or the street has already been cleaned at the end of a storm.

Funding Source:

N/A

Staff Recommendation:

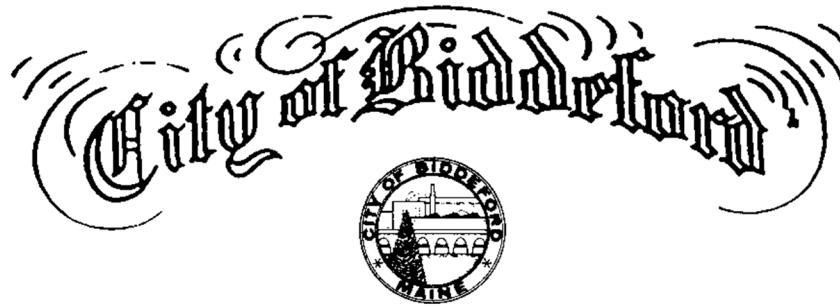
Approve the recommended changes to Section 42-59.



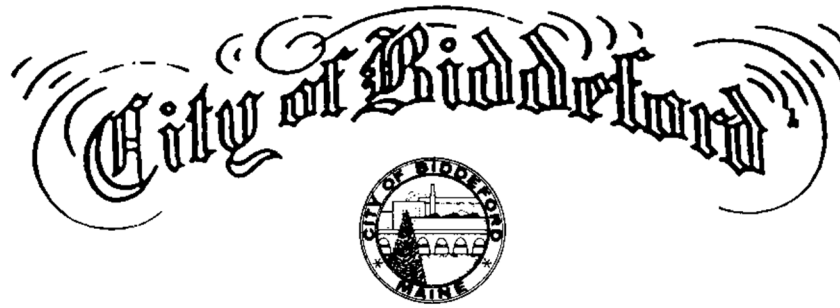
2021.122

IN BOARD OF CITY COUNCIL..DECEMBER 21, 2021

BE IT ORDERED that the City Council of the City of Biddeford nominate and elect a Council President.



2021.123 **IN BOARD OF CITY COUNCIL..DECEMBER 21, 2021**
BE IT ORDERED, that the City Council of the City of Biddeford does hereby adopt
Roberts Rules of Order.



2021.124 **IN BOARD OF CITY COUNCIL..DECEMBER 21, 2021**
BE IT ORDERED, that the City Council of the City of Biddeford does hereby adopt
Code of Ordinances, Appendix A – Rules of the Council.

APPENDIX A

Rules of City Council

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.**

[Ord. of 1-2-1979(15); 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. 2006.11, 2-7-2006; 9-4-2012; 2-4-2014 by Ord. No. 2014.10; 6-3-2014 by Ord. No. 2014.42; 1-5-2016 by Ord. No. 2016.2]

- 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.
- 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. **[Amended 9-20-2016 by Ord. No. 2016.85]**

- 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 thirty (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 five (5) minutes per speaker. The first such period shall take place near the beginning of the meeting for up to fifteen (15) minutes, and the second period towards the end of such meeting for fifteen (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. **[Amended 1-17-2017 by Ord. No. 2017.8; 12-12-2017 by Ord. No. 2017.130]**

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

[Ord. of 11-6-1996; Ord. No. 99.87, 9-21-1999; Ord. No. 2001.119, 12-18-2001]

- 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. **[Amended 2-4-2014 by Ord. No. 2014.10]**
- 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. **[Amended 2-4-2014 by Ord. No. 2014.10]**
- 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. **[Amended 2-4-2014 by Ord. No. 2014.10]**
- 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. **[Amended 2-4-2014 by Ord. No. 2014.10]**

- 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. **[Amended 2-4-2014 by Ord. No. 2014.10]**
- 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. **[Amended 2-4-2014 by Ord. No. 2014.10; 1-17-2017 by Ord. No. 2017.8]**
- 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. **[Amended 2-4-2014 by Ord. No. 2014.10]**
- o. Each member, when sending an email correspondence from the City email system, shall include the following disclaimer: **[Added 5-3-2011 by Ord. No. 2011.31]**

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 one of the local newspapers.

- p. Members are not permitted use any mobile device for making phone calls, text messaging, emailing or other outside communication while meetings are in progress, unless for emergency purposes. **[Added 2-4-2014 by Ord. No. 2014.10]**

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

[Ord. of 7-21-1998(5); Ord. of 1-5-1999; Ord. No. 2000.122, 10-17-2000; Ord. No. 2003.12, 2-4-2003; Ord. No. 2003.123, 12-3-2003]

- 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 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 pervious 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. **[Amended 1-5-2016 by Ord. No. 2016.2]**
- o. The yes and no votes shall be taken on any question, upon the request of any member present. **[Amended 2-4-2014 by Ord. No. 2014.10]**
- p. Any public comment on any Council order, resolve or ordinance, when allowed by state law or the Council shall not exceed five (5) 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. **[Amended 2-4-2014 by Ord. No. 2014.10]**
- 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 **(1)** above, public comment shall be permitted only once prior to final Council action. Except as specifically decided by the Council, such public comment shall occur at the advertised public hearing or at the 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 **(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 giving his or her name and physical address and designating the subject matter to 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.

[Ord. of 4-4-1995]

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

Sec. A-5 Rule 5: Committees.

[Ord. of 1-2-1979(15); Ord. 1-4-1994; Ord. of 4-4-1995; Ord. of 4-4-1995; Ord. of 2-2-1999; Ord. No. 99.112, 12-13-1999; Ord. No. 2000.112, 10-3-2000; Ord. No. 2003.130, 12-16-2003; 11-4-2010 by Ord. No. 2010.118; 2-4-2014 by Ord. No. 2014.10; 8-19-2014 by Ord. No. 2014.79; 1-5-2016 by Ord. No. 2016.2; 3-21-2017 by Ord. No. 2017.27; 10-2-2018 by Ord. No. 2018.120]

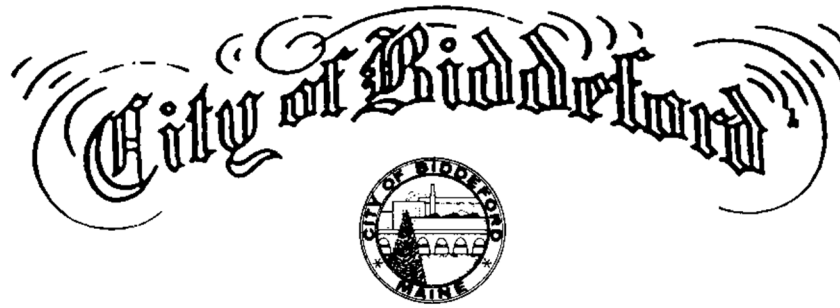
- a. The following shall be the standing committees of the City Council: Personnel; Capital Projects/Operations; Policy; Finance; and Downtown Committee.
- b. (Reserved)
- c. The Capital Projects/Operations and Policy Committees shall consist of a chairperson, two Council members and two citizens. The two citizen members shall be appointed by the Mayor and confirmed by the Council. No citizen member may be a chairperson.
- d. The Personnel Committee shall consist of a chairperson who shall be a City Councilor and three 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 specifically authorized by the Charter, ordinance, or state law.

- 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/Operations Committee. The Capital Projects/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. It shall coordinate with the Capital Projects Committee when necessary if issues involve the use of capital improvements within the City.
 - (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 Sec. 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.

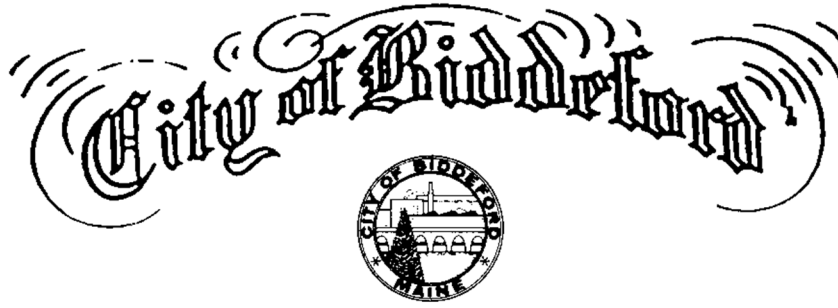
- a. The rules or orders of the Council shall be observed in all cases unless suspended by a vote of the members present, for specific purposes. **[Amended 12-7-2011 by Ord. No. 2011.81; 2-4-2014 by Ord. No. 2014.10]**
- b. No rules or orders of the Council shall be repealed or amended unless the majority of the members of the Council concur therein. **[Amended 12-7-2011 by Ord. No. 2011.81]**
- c. The above rules and orders are hereby adopted and all rules and orders inconsistent with the above are hereby repealed.



2021.125

IN BOARD OF CITY COUNCIL..DECEMBER 21, 2021

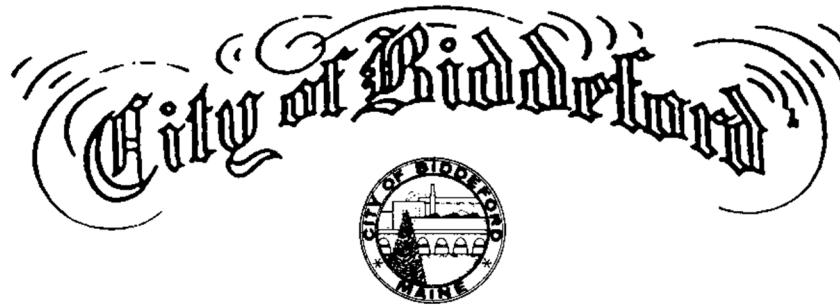
BE IT ORDERED, that Mayor Casavant's appointment of Keith R. Jacques and the firm of Woodman Edmands Smith Danylik, Austin & Jacques, P.A., as City Solicitor, in accordance with the Charter of the City of Biddeford be confirmed.



2021.126

IN BOARD OF CITY COUNCIL..DECEMBER 21, 2021

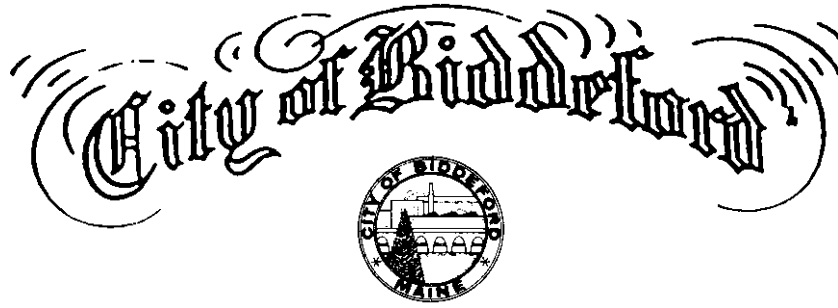
BE IT ORDERED, that Mayor Alan Casavant's appointment of William Emhiser to the Finance Committee be confirmed.



2021.127

IN BOARD OF CITY COUNCIL..DECEMBER 21, 2021

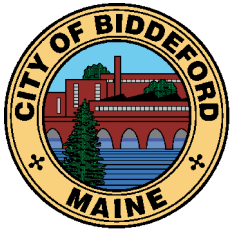
BE IT ORDERED, that the Council President's appointment to the Finance Committee,
_____, be confirmed.



2021.128

IN BOARD OF CITY COUNCIL..DECEMBER 21, 2021

BE IT ORDERED, that Alan Casavant, Mayor of the City of Biddeford is hereby authorized to create and appoint members to an ***Affordable Housing Committee*** for the purpose of gathering information, conducting hearings and recommending a plan of action for the City to deal with housing issues, including affordable housing units.



Mayor Alan M. Casavant

City of Biddeford, Maine

acasavant@biddefordmaine.org

Creation of Mayor's Affordable Housing Task Force

Purpose: To create a short term Task Force to review and make recommendations on the housing issues facing the community. The work of the Task Force shall include:

- a. reviewing the historical housing data;
- b. report on the actual change in affordability within the community over the last five years;
- c. make recommendations on the definition of 'affordable' should mean for Biddeford;
- d. provide an housing inventory within Biddeford;
- e. identify the housing shortages within the community;
- f. provide a forecast of the likely changes in affordable housing over the next five years without any intervention;
- g. identify the current and projected impact on homelessness within the community;
- h. review the current Housing Goals adopted by the City Council and make any recommendations on changes, if appropriate; and
- i. make any recommendation(s) the task force deems appropriate to address the challenges that are identified through the work of the Task Force.

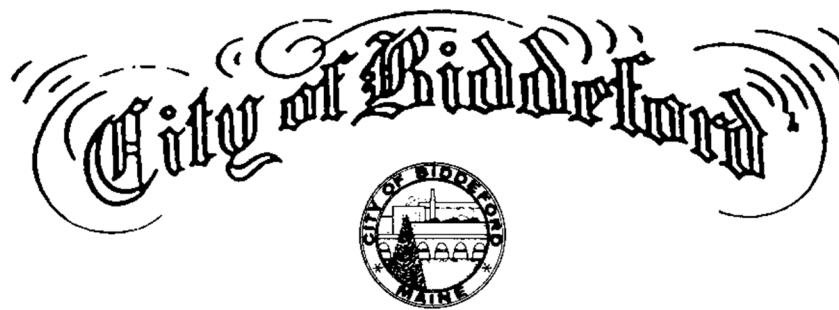
Task Force Members: the task force shall consist of nine members. The members shall be appointed by the Mayor and confirmed by the City Council. The membership shall consist of a cross section of the City, including the desire to include representatives of the City Council, a citizen that rents within the community, and a person that owns rental property within the community.

Staffing: The City Manager shall provide the necessary staffing and support to empower the Task Force to complete their work.

Time Frame: the Task Force shall issue a preliminary report to the City Council by June 30, 2022, with a final report issued by August 15, 2022.

205 Main Street, Biddeford, ME 04005 P: 207.286.9385 F: 207.571.0678 www.biddefordmaine.org

*The City of Biddeford is an equal opportunity provider. To file a complaint, write to
Diana Depaolo, Human Resource Director, 205 Main Street Biddeford, ME 04005, or call (207) 286-0593.*



2021.129

IN BOARD OF CITY COUNCIL.....DECEMBER 21, 2021

BE IT ORDERED, that the City Manager be authorized to purchase one (1) 2022 John-Deere Backhoe-Loader, as per bid of November 9, 2021 (the “Equipment”) from United Construction & Forestry (the “Vendor”) and may pay the Vendor an amount not to exceed \$115,500.00 (which includes an allowance of \$26,000 for a trade-in) for the Equipment as follows:

1. The City of Biddeford expects to incur debt to reimburse expenditures to pay the cost of the Equipment;
2. The City of Biddeford reasonably expects that the maximum principal amount of the debt, including for reimbursement purposes, is \$115,500.00;
3. The City Manager, on behalf of the City of Biddeford, is authorized to enter into a lease purchase, loan or other financing agreement for the Equipment provided that (a) the principal amount of such agreement will not exceed \$115,500.00, (b) the term of such agreement will not exceed one hundred and twenty (120) months and (c) any obligation of the City of Biddeford to make lease or loan payments pursuant to such agreement is subject to annual appropriation by the City Council of the City of Biddeford;
4. The City Manager is authorized to advance money from the General Fund of the City for payment of the costs of the Equipment; and
5. The City Manager, on behalf of the City of Biddeford, is authorized to negotiate, enter into, execute, deliver and cause to be performed, and to approve, any and all agreements, instruments, certificates and other documents, and to grant security interests in the Equipment, upon such terms, conditions, limitations and undertakings, which the City Manager determines are necessary and proper for the acquisition and financing of the Equipment, provided that any lease purchase, loan or other financing agreement will be countersigned by both the Mayor and the Treasurer of the City of Biddeford. Without limiting the foregoing, the City Manager, on behalf of the City of Biddeford, in connection with the acquisition of the Equipment, is authorized to sell, transfer, trade in or otherwise dispose of any equipment, which the City Manager determines is no longer useful to the City of Biddeford.

NOTE: The lease-purchase of this item is included in the FY22 CIP budget line 21204-60603.



City Council

Meeting Date: 12/21/2021

Meeting Time: 5:00 pm

Agenda Item No: 2021.129

Item Description: Purchase of Backhoe-Loader/United Construction & Forestry

Submitted by: Jeff Demers, Public Works Director

Supporting Information/Documentation:

Bid tabulation

General Specifications

Executive Summary:

Approval to purchase backhoe- loader.

Detailed Review:

Public works is requesting to purchase a new 2022 John-Deere Backhoe-loader. We advertised and received 2 bids – United Construction (John-Deere) and Beauregard Construction (Case). Beauregard Construction did not meet the specifications needed for this piece of equipment. Specifications called for a digging force of 17,350 LBS. Beauregard's Case came in at 15,853 LBS and John Deere came in at the 17,350 LBS. This Backhoe-loader is used for construction and snow removal throughout the year.

Funding Source:

This Backhoe-loader was budgeted as a lease purchase in 21204-60603 Capital Improvement plan

Staff Recommendation:

Staff is recommending the purchase through United Construction for a total price of \$115,500.

Bid Opening for a Four Wheel Drive Backhoe-Loader

Present: Jerry Court - Public Works Glenn Connell – United Const. & Forestry
Dylan Jewett - Public Works

Bids were opened at the Public Works Department at 10:00a.m. on November 9, 2021.

United Construction & Forestry

2022 John Deere 410L	\$141, 500.00
Trade in - 2010 John Deere 410J	\$26,000.00
Total cost	\$115,500.00

Beauregard Construction

Case 590SN	\$140,894.03
Trade in – 2010 John Deere 410J	\$30,200.00
Total cost	\$110,694.03

PROPOSAL
Four Wheel Drive Backhoe-Loader

The UNDERSIGNED agrees to furnish the City of Biddeford, Maine with a Four Wheel Drive Backhoe-Loader as follows and in accordance with the attached Notice and General Specifications dated 11-9-2021 and the following delivery times and prices.

Price for a four wheel drive backhoe-loader	\$ <u>141,500</u>
Trade-in Allowance	\$ <u>26,000</u>
Total	\$ <u>115,500</u>

MAKE: 2022 John Deere 410L Loader Backhoe

GUARANTEE:

GUARANTEED DELIVERY DATE: TBD

SIGNED: United Construction & Forestry
(Corporation, Firm, or Company)

BY: [Signature]
(Officer, authorized individual or owner)

DATE: 11-9-2021

ADDRESS: 396 County RD
Westbrook ME.

ZIP CODE: 04092

Trade:
2010 John Deere Backhoe Model 410J VIN#1T0410JXKA0184186. With a 48" power
angel ditch bucket. HOURS 7100

PROPOSAL
Four Wheel Drive Backhoe-Loader

The UNDERSIGNED agrees to furnish the City of Biddeford, Maine with a Four Wheel Drive Backhoe-Loader as follows and in accordance with the attached Notice and General Specifications dated 11/9 and the following delivery times and prices.

Price for a four wheel drive backhoe-loader	\$ <u>140,894.03</u>
Trade-in Allowance	\$ <u>30,200</u>
Total	\$ <u>110,694.03</u>

MAKE: Case 590SN

GUARANTEE: _____

GUARANTEED DELIVERY DATE: Jan.

SIGNED: 
(Corporation, Firm, or Company)

BY: Eric Anderson
(Officer, authorized individual or owner)

DATE: 1/9/21 ADDRESS: 14 Gibson Rd
Scarborough, Maine 04074

ZIP CODE: 04074

Trade:
2010 John Deere Backhoe Model 410J VIN#1T0410JXKA0184186. With a 48" power angel ditch bucket. HOURS 7100

CITY OF BIDDEFORD, MAINE
NOTICE AND GENERAL SPECIFICATION
FOR A 4X4 BACKHOE- LOADER

Sealed proposals for furnishing the City of Biddeford with a Four Wheel drive Backhoe-Loader will be accepted at the Department of Public Works Garage, 371 Hill Street, Biddeford, Maine until November 9th 2021 at 10:00 am, at which time they will be publicly opened and read.

Proposals shall be submitted in a sealed envelope plainly marked "PROPOSAL FOR A FOUR WHEEL DRIVE BACKHOE- LOADER"

The equipment to be purchased under this proposal is to replace equipment which is to be either sold or traded-in towards its replacement. In the final page of the proposal, an opportunity is given to bidders to quote on the City's used equipment as a trade-in allowance toward that department's purchase. The proposal may be awarded either with or without trade-in as the City deems to be in its best interest. The City may also, if it feels it is necessary, withdraw any used equipment from the sale before the award is made.

The City of Biddeford will accept in a separate proposal, a bid for the used equipment to be available after the new equipment has been delivered and is in service. The City of Biddeford reserves the right to accept any or all of these separate bids rather than the trade-in allowance of the proposal.

The used equipment offered for trade-in allowance may be inspected by arrangement with the head of the department that operates this equipment, as specified in the proposal. The lettering and City Seals are to be removed from the used equipment by the City and the bidder shall accept delivery of used equipment "as is" after the seals and lettering have been removed.

Deliveries shall be F.O.B. Biddeford, Maine on or before the time stated in the proposal. The record for deliveries of a proposer, or the manufacturer of a make being proposed, may be a factor in making an award on the equipment of this proposal. Since a quick delivery is needed for this equipment, delivery time as well as price may be made a factor in determining the award, according to what the City of Biddeford may feel to be in its best interest.

Proposers shall include with their proposal a catalog (or literature) marked to indicate the standard factory equipment of each model being proposed.

There shall be within the Biddeford area a repair/service facility, which shall maintain a stock of spare parts, for the make and model of the equipment that the proposer offers in the proposal.

All equipment offered in this proposal shall be absolutely new and the latest model as quoted, shall have the standard motor vehicle guarantee, and shall be of a United States Manufacturer. The dealer will state in the proposal the name, model number, etc. for equipment that meets all the specifications and performs all the functions and is represented, not only by these specifications, but also by the descriptions in the descriptive literature included with this proposal, unless the literature included with this proposal, is plainly marked otherwise.

If the equipment offered by a proposer under the specifications meets the specifications except for minor factors or reasonably small variations from the specifications that do not prevent the equipment being proposed, from performing satisfactorily or from being as good as equipment fully meeting these specifications, then these minor specifications may be waived by the City, if it deems it to be in its advantage, and the equipment with the waived variations in specifications will be accepted as fully meeting these specifications.

It is the custom of the City of Biddeford to pay its bills within 20-30 days following delivery of, and receipt of bills for all items covered by the Purchase Order. In submitting a proposal under these specifications proposers should take into account all discounts, both trade and time, allowed in accordance with the above payment policy. Therefore, all proposers should quote a net price exclusive of all Federal Excise Taxes.

The City of Biddeford reserves the right to accept the bid on one or more items of a proposal, on all the items of a proposal, or on any combination of items on a proposal. The City of Biddeford also reserves the right to waive any informality in bids, to accept any bid and to reject any or all bids, should it be deemed to be in the best interest of the City to do so.

If there are any questions on the proposal package, please contact Jerry Court at the Biddeford Public Works Department (207) 282-1579.

Thank You,

Jerry Court

4-Wheel Drive Backhoe-Loader General:

These specifications describe a 4-wheel drive backhoe loader with extendable dipper stick, which shall be built of all new material and carry all warranties as set forth by the manufacturer and service by the bidder. Any parts or accessories not specified herein, but listed as standard equipment, shall be furnished by the bidder.

(John-Deere 410L, Cat 430F2 or equal)

Power train:

Four-cylinder diesel engine with a minimum of 108 Net Horsepower

Spin on oil, fuel, and transmission filters

Dual stage air filters and filter condition indicator

Hydraulically applied multi-disk brake with dual pedals and interlock

Differential lock

Torque converter

Transmission- four-speed synchromesh with power shuttle and neutral safety switch

Must have a park brake

Heavy duty all wheel drive

Electrical:

12-volt electric start

Minimum 120-amp alternator

Horn, Backup alarm, Hazard flashers/turn signals, stop and tail lights

4 Halogen headlights, 4 rear halogen flood lights, and 2 side lights

Minimum 2 880 CCA heavy duty batteries

Pre-wire and include switch for a roof top emergency light

Cab and operator compartment:

Fully enclosed ROPS cab

Left and right doors with locks, and full opening windows

Front and rear windshield wipers & washers

Tinted safety glass

Fresh air intake heater/defroster/pressurized min 40,000-btu/hr. with multi speed blower.

Air conditioning with 26,000 Btu/hr output

Air suspension deluxe fabric swivel seat with lumbar adjustment

AM-FM radio

Voltmeter, oil pressure, temperature, fuel gauges and additional system indicators shall be lighted.

Floor mat and tilt steering column

Front and rear fenders

Ride control

Tires:

Front 12.5/80X18 10-ply radial

Rear 19.5-24 10-ply radial

Loader:

Bucket level indicator

Lift cylinder brace and return to dig

Self-leveling loader with single lever pilot operated control

Transmission neutralizer switch

1.50 cubic yard heavy duty bucket with bolt on cutting edge

Loader lift capacity to full height shall be no less than 6900 lbs.

Breakout force shall be a minimum of 10,350 lbs.

Backhoe:

Center pivot excavator style boom with extendable dipper-stick, with shim adjustable bolt on wear pads.

Pilot operated joystick hydraulic controls.

24 inch Wain-roy jaw/digging bucket, with a manual quick coupler

48 inch power angle ditching bucket with bolt on cutting edge

Reversible rubber stabilizer pads

Boom transport lock

Swing transport lock

Maximum digging depth shall be no less than 19 feet 6 inches

Truck loading height to be a minimum of 15 ft. 6 in.

Boom lift capacity at ground level to be a minimum of 3775 lbs. with dipper retracted and 3100 lbs. with dipper fully extended.

Bucket digging force shall be a minimum of 17,350 lbs.

Hydraulic system:

Shall have independent oil cooler, and a 10 micron spin on hydraulic oil filter

Hose fittings will have O-ring face seal connections

Easy connect pressure hydraulic couplings for aux. functions, front and rear

Selective flow auxiliary Hydraulics mounted on boom for future use.

Warranty/Manuals:

Standard manufacturer warranty

Shall provide operation, maintenance, service, and parts manuals.

PROPOSAL
Four Wheel Drive Backhoe-Loader

The UNDERSIGNED agrees to furnish the City of Biddeford, Maine with a Four Wheel Drive Backhoe-Loader as follows and in accordance with the attached Notice and General Specifications dated _____ and the following delivery times and prices.

Price for a four wheel drive backhoe-loader \$ _____

Trade-in Allowance \$ _____

Total \$ _____

MAKE: _____

GUARANTEE: _____

GUARANTEED DELIVERY DATE: _____

SIGNED: _____
(Corporation, Firm, or Company)

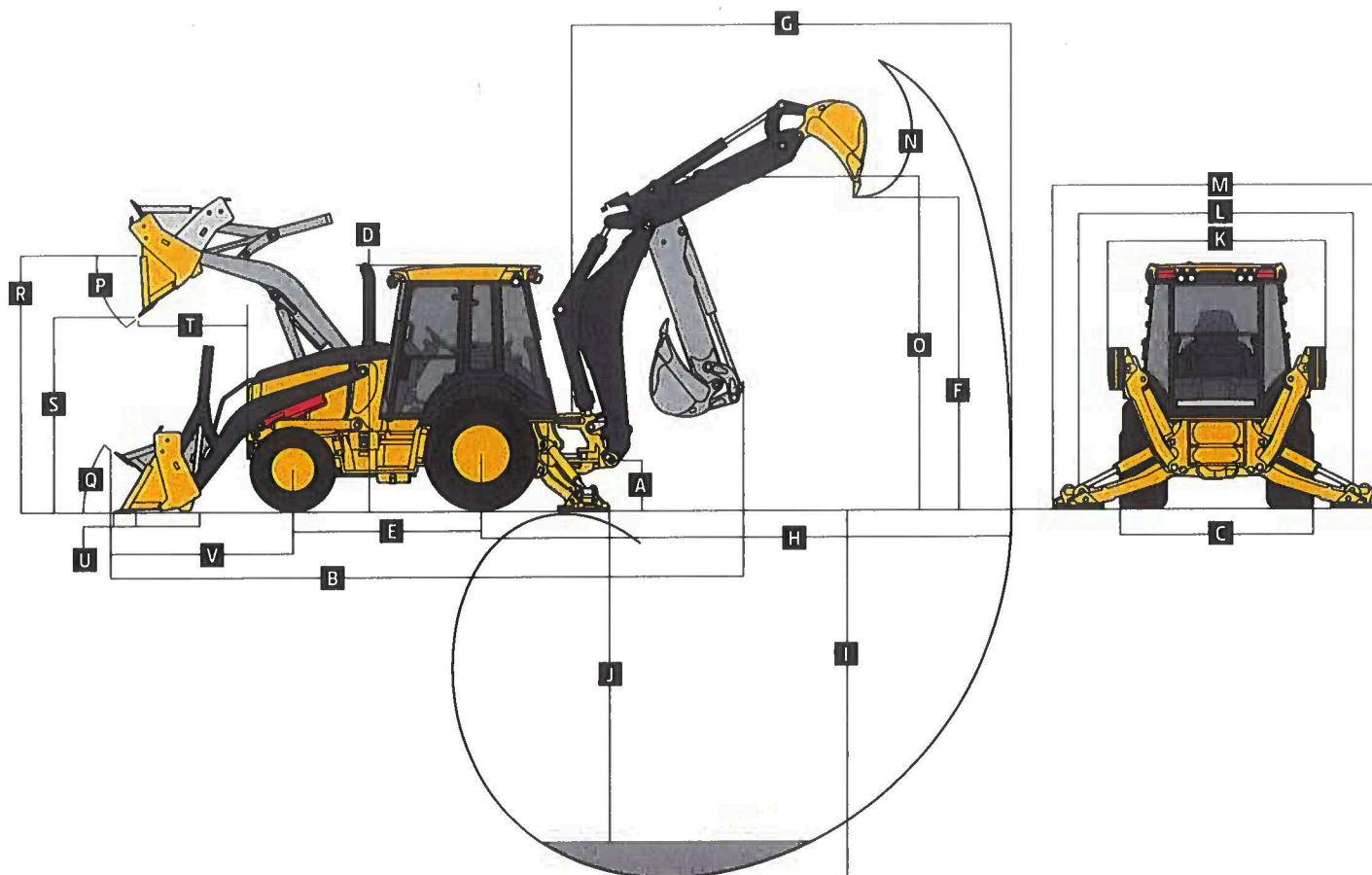
BY: _____
(Officer, authorized individual or owner)

DATE: _____ ADDRESS: _____

ZIP CODE: _____

Trade:
2010 John Deere Backhoe Model 410J VIN#1T0410JXKA0184186. With a 48" power
angel ditch bucket. HOURS 7100

Overall Dimensions		410L
A	Ground Clearance, Minimum	334 mm (13 in.)
B	Overall Length, Transport	7.43 m (24 ft. 5 in.)
C	Width Over Tires	2.18 m (7 ft. 2 in.)
D	Height to Top of ROPS/Cab	2.87 m (9 ft. 5 in.)
E	Length from Axle to Axle	
	Non-Powered Front Axle	2.16 m (7 ft. 1 in.)
	MFWD Axle	2.19 m (7 ft. 2 in.)



Backhoe Dimensions and Performance

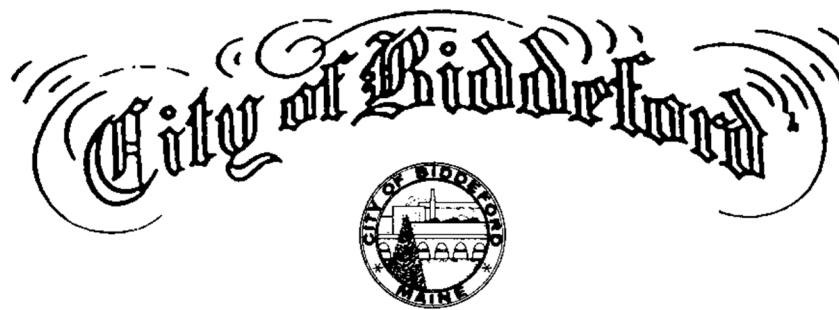
Backhoe specifications are with 610-mm x 0.21-m³ (24 in. x 7.5 cu. ft.) bucket; dipper lift specs are with a boom angle of 60 deg.

Bucket Range	305–762 mm (12–30 in.)		
Digging Force			
Bucket Cylinder	69.9 kN (15,723 lb.)		
Lift Mode	77.2 kN (17,350 lb.)		
Crowd Cylinder	44.1 kN (9,907 lb.)		
Lift Mode	48.6 kN (10,932 lb.)		
Swing Arc	180 deg.		
Operator Control	2 levers		
		With Optional Extendable Dipperstick	
		Retracted	Extended
F	Loading Height, Truck Loading Position	3.98 m (13 ft. 1 in.)	4.73 m (15 ft. 6 in.)
G	Reach from Center of Swing Pivot	6.02 m (19 ft. 9 in.)	7.14 m (23 ft. 5 in.)
H	Reach from Center of Rear Axle	7.14 m (23 ft. 5 in.)	8.26 m (27 ft. 1 in.)
I	Digging Depth (SAE maximum)	4.83 m (15 ft. 10 in.)	5.99 m (19 ft. 8 in.)
J	Digging Depth (SAE)		
	610-mm (2 ft.) Flat Bottom	4.78 m (15 ft. 8 in.)	5.96 m (19 ft. 7 in.)
	2440-mm (8 ft.) Flat Bottom	4.47 m (14 ft. 8 in.)	5.73 m (18 ft. 9 in.)
K	Stabilizer Width, Transport	2.30 m (7 ft. 7 in.)	2.30 m (7 ft. 7 in.)
L	Stabilizer Spread, Operating	3.45 m (11 ft. 4 in.)	3.45 m (11 ft. 4 in.)
M	Stabilizer Overall Width, Operating	4.03 m (13 ft. 3 in.)	4.03 m (13 ft. 3 in.)
N	Bucket Rotation	190 deg.	190 deg.
O	Transport Height	3.93 m (12 ft. 11 in.)	3.93 m (12 ft. 11 in.)

SPECIFICATIONS AND DIMENSIONS

SPECIFICATIONS	580N EP	580N	580 Super N	580 Super N WT	590 Super N
Engine	FPT F5HFL463D	FPT F5BFL413C	FPT F5BFL413B	FPT F5BFL413A	FPT F5BFL413A
Displacement/Cylinders-in ³ (L)	207 (3.4)/4	207 (3.4)/4	207 (3.4)/4	207 (3.4)/4	207 (3.4)/4
Emissions Certification* Solutions	Tier 4 Final (DOC)	Tier 4 Final (SCR)	Tier 4 Final (SCR)	Tier 4 Final (SCR)	Tier 4 Final (SCR)
Gross Horsepower @ 2200 RPM – hp (kW)	74 (55)	90 (67)	97 (72)	110 (82)	110 (82)
Net Horsepower @ 2200 RPM – hp (kW)	68 (51)	83 (62)	95 (71)	108 (81)	108 (81)
Maximum Net Torque @ 1400 RPM – lb-ft (N·m)	233 (316)	306 (415)	334 (453)	339 (460)	339 (460)
Operating Weight 4WD – lb (kg)	15,810 (7 171)	17,751 (8 052)	19,067 (8 649)	20,077 (9 107)	20,532 (9 309)
Maximum Travel Speed Forward – mph (kph)	21.3 (34.3)	25.0 (40.2)	25.0 (40.2)	25.2 (40.6)	25.2 (40.6)
System Flow – gpm (L/min)	28.5 (108)	28.5 (108)	41 (155.2)	41 (155.2)	43 (162.6)
Backhoe Bucket Force – lbf (kN)	11,517 (51.2)	11,517 (51.2)	14,452 (64.2)	15,070 (67.0)	15,853 (70.5)
Backhoe Boom Lift Capacity @ groundline – lb (kg)	2,858 (1 297)	2,858 (1 297)	3,513 (1 594)	3,761 (1 706)	4,175 (1 894)
Loader Bucket Breakout Force – lb (daN)	9,607 (4 273)	10,622 (4 724)	10,947 (4 965)	10,873 (4 837)	12,776 (5 683)
Loader Lift Capacity @ Full Height – lb (kg)	6,503 (2 950)	6,803 (3 086)	7,044 (3 195)	8,425 (3 822)	8,202 (3 721)
DIMENSIONS	580N EP	580N	580 Super N	580 Super N WT	590 Super N
Height to Top of Cab	8 ft 11 in (2.72 m)	8 ft 11 in (2.72 m)	8 ft 11 in (2.72 m)	8 ft 11 in (2.72 m)	8 ft 11 in (2.71 m)
Bucket Hinge Pin Height, Fully Raised	11 ft 3 in (3.41 m)	11 ft 3 in (3.42 m)	11 ft 3 in (3.42 m)	11 ft 6 in (3.50 m)	11 ft 6 in (3.50 m)
Overall Operating Height, Fully Raised	13 ft 9 in (4.17 m)	13 ft 9 in (4.18 m)	13 ft 9 in (4.18 m)	13 ft 11 in (4.24 m)	13 ft 11 in (4.24 m)
Dump Angle @ Full Height	46°	47°	47°	45°	45°
Dump Clearance @ Full Height, 45° Dump	8 ft 8 in (2.63 m)	8 ft 10 in (2.69 m)	8 ft 10 in (2.69 m)	8 ft 11 in (2.73 m)	8 ft 11 in (2.73 m)
Dump Reach @ Full Height, 45° Dump	26.7 in (679 mm)	31.5 in (801 mm)	31.5 in (801 mm)	27.0 in (685 mm)	29.2 in (741 mm)
Bucket Rollback @ Groundline	40°	42°	42°	40°	40°
Digging Depth Below Grade, Bucket Flat	7.8 in (199 mm)	6.1 in (155 mm)	6.1 in (155 mm)	6.1 in (156 mm)	6.2 in (157 mm)
Wheelbase	84.5 in (2.15 m)	84.5 in (2.15 m)	84.5 in (2.15 m)	84.5 in (2.15 m)	84.5 in (2.15 m)
Reach from Front Axle Centerline, Bucket on Ground	6 ft 10 in (2.07 m)	6 ft 10 in (2.07 m)	6 ft 10 in (2.07 m)	6 ft 9 in (2.05 m)	6 ft 7 in (2.05 m)
Turning Radius at Curb, 4WD, Brakes Applied	11 ft 4 in (3.45 m)	11 ft 4 in (3.45 m)	11 ft 4 in (3.45 m)	12 ft 0 in (3.65 m)	12 ft 6 in (3.81 m)
Backhoe Dig Depth	18 ft 6 in (5.63 m)	18 ft 3 in (5.55 m)	17 ft 11 in (5.47 m)	18 ft 0 in (5.48 m)	19 ft 6 in (5.94 m)

Specification data calculated using same bucket determining operating weight unless otherwise specified.
 *DOC = Diesel Oxidation Catalyst, SCR = Selective Catalytic Reduction.



2021.130

IN BOARD OF CITY COUNCIL.....DECEMBER 21, 2021

BE IT ORDERED, that the City Manager be authorized to purchase one (1) 2022 Ford F-250 Pickup Truck, as per bid of December 15, 2021 (the "Equipment") from Arundel Ford (the "Vendor") and may pay the Vendor an amount not to exceed \$43,630.00 for the Equipment as follows:

1. The City of Biddeford expects to incur debt to reimburse expenditures to pay the cost of the Equipment;
2. The City of Biddeford reasonably expects that the maximum principal amount of the debt, including for reimbursement purposes, is \$43,630.00;
3. The City Manager, on behalf of the City of Biddeford, is authorized to enter into a lease purchase, loan or other financing agreement for the Equipment provided that (a) the principal amount of such agreement will not exceed \$43,630.00, (b) the term of such agreement will not exceed one hundred and twenty (120) months and (c) any obligation of the City of Biddeford to make lease or loan payments pursuant to such agreement is subject to annual appropriation by the City Council of the City of Biddeford;
4. The City Manager is authorized to advance money from the General Fund of the City for payment of the costs of the Equipment; and
5. The City Manager, on behalf of the City of Biddeford, is authorized to negotiate, enter into, execute, deliver and cause to be performed, and to approve, any and all agreements, instruments, certificates and other documents, and to grant security interests in the Equipment, upon such terms, conditions, limitations and undertakings, which the City Manager determines are necessary and proper for the acquisition and financing of the Equipment, provided that any lease purchase, loan or other financing agreement will be countersigned by both the Mayor and the Treasurer of the City of Biddeford. Without limiting the foregoing, the City Manager, on behalf of the City of Biddeford, in connection with the acquisition of the Equipment, is authorized to sell, transfer, trade in or otherwise dispose of any equipment, which the City Manager determines is no longer useful to the City of Biddeford.

NOTE: The lease-purchase of this item is included in Budget Line 21204-60900 – Vehicle Capital Replacement.



City Council

Meeting Date: 12/21/2021

Meeting Time: 6:00 PM

Agenda Item No: 2021.130

Item Description: 2021.129 2500 series pickup truck

Submitted by: Jeff Demers - Public Works Director

Supporting Information/Documentation:

Arundel Ford price sheet

Executive Summary:

Approval to purchase a 2500 series pickup truck

Detailed Review:

The Public Works Department is requesting the approval to purchase a 2022 Ford F-250 pickup truck. Public Works advertised and received 0 municipal bids. Public Works continued to reach out to the following dealerships: Arundel Ford, Weirs Motors, Rowe Ford, Bill Dodge, Quirk Chevy, Casco Bay ford and Marc Motors.

We are being told that the reason we are not receiving bids is because of the market demand at this time. There is not enough profit margin on municipal pricing for auto dealerships. Arundel Ford has a truck available at retail pricing for about \$3,000 +/- than if we had done the State bid process. The concern is Public Works placed an order for the School Department for a pickup truck in May. The School Department still has not received that order through the State bidding process. The dealers will not supply State bidding pricing until mid-January 2022. As of December 15, 2021, Public Works had to take one pickup off the road because it will not pass inspection. Waiting up to 7 months for a replacement pickup truck will be a concern for daily operations for the Public Works Department.

Funding Source:

This truck was budgeted in line 21204-60900 -42201 Vehicle capital replacement. Total price for this vehicle is \$43,630.00

Staff Recommendation:

Staff recommends going forward with purchase from Arundel ford.



207-985-7171

800-889-7171

FAX 207-985-7173

1561 PORTLAND RD

U.S. ROUTE 1

ARUNDEL, ME 04046

December 15, 2021

City of Biddeford, ME

Attn: Jerry Court

Please find our pricing on a single 2022 Ford F-250.

Price: \$43,630.00

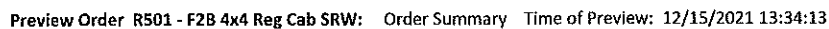
See enclosed list of specs.

Any questions please feel to contact me, Cell phone number is below.

Thank you for your time and consideration,

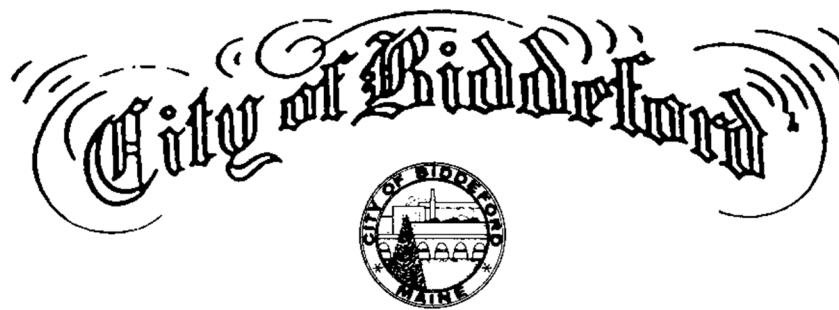
Rodney Brackett
Fleet Manager, Arundel Ford
207-590-9019





Sales Code : F11556

1/1 60



2021.131

IN BOARD OF CITY COUNCIL.....DECEMBER 21, 2021

BE IT ORDERED, that the City Manager be authorized to purchase one (1) 2022 Freightliner 10-wheel truck equipped with plow gear, as per bid of November 9, 2021 (the “Equipment”) from Freightliner of Maine (the “Vendor”) and may pay the Vendor an amount not to exceed \$208,900 (which includes an allowance of \$38,000 for a trade-in) for the Equipment as follows:

1. The City of Biddeford expects to incur debt to reimburse expenditures to pay the cost of the Equipment;
2. The City of Biddeford reasonably expects that the maximum principal amount of the debt, including for reimbursement purposes, is \$208,900.00;
3. The City Manager, on behalf of the City of Biddeford, is authorized to enter into a lease purchase, loan or other financing agreement for the Equipment provided that (a) the principal amount of such agreement will not exceed \$208,900.00, (b) the term of such agreement will not exceed one hundred and twenty (120) months and (c) any obligation of the City of Biddeford to make lease or loan payments pursuant to such agreement is subject to annual appropriation by the City Council of the City of Biddeford;
4. The City Manager is authorized to advance money from the General Fund of the City for payment of the costs of the Equipment; and
5. The City Manager, on behalf of the City of Biddeford, is authorized to negotiate, enter into, execute, deliver and cause to be performed, and to approve, any and all agreements, instruments, certificates and other documents, and to grant security interests in the Equipment, upon such terms, conditions, limitations and undertakings, which the City Manager determines are necessary and proper for the acquisition and financing of the Equipment, provided that any lease purchase, loan or other financing agreement will be countersigned by both the Mayor and the Treasurer of the City of Biddeford. Without limiting the foregoing, the City Manager, on behalf of the City of Biddeford, in connection with the acquisition of the Equipment, is authorized to sell, transfer, trade in or otherwise dispose of any equipment, which the City Manager determines is no longer useful to the City of Biddeford.

NOTE: The lease-purchase of this item is included in the FY22 CIP budget line 21204-60603.



City Council

Meeting Date: 12/21/2021

Meeting Time: 6:00 PM

Agenda Item No: 2021.131

Item Description: Lease/Purchase of 10-Wheel Plow Truck

Submitted by: Jeff Demers, Public Works Director

Supporting Information/Documentation:

Bid tabulation

Specification Ten-wheel plow truck

Executive Summary:

Approval to purchase a New 10-wheel plow truck

Detailed Review:

We are seeking approval to trade in a 2008 Volvo plow truck with 11,500 hours for \$38,000. The new vehicle being requested is a 2022 Freightliner truck equipped with plow gear. Public works advertised and received 2 bids. This truck is used for construction work during the summer and is used to plow/salt and haul snow during the winter months.

Funding Source:

This truck is budgeted as a lease purchase in 21204-60603 Capital Improvement plan.

Staff Recommendation:

Staff is recommending the low bid from Freightliner of Maine with trade in for the amount of \$208,900

Bid Opening for a 10 – Wheel Plow Truck

Present: Jerry Court - Public Works Travis Baker – HP Fairfield
 Dylan Jewett - Public Works Michael Bean – Freightliner

Bids were opened at the Public Works Department at 9:00a.m. on November 9, 2021.

Freightliner of Maine

Freightliner 114 SD	\$246,900.00
Trade in – 2008 Volvo VHD	\$38,000.00
Total	\$208,900.00

Daigle & Houghton

2023 Western Star 47X	\$258,597.00
Trade in – 2008 Volvo VHD	\$30,000.00
Total	\$228,597.00

PROPOSAL

For Ten-Wheel Plow Truck

The UNDERSIGNED agrees to furnish the City of Biddeford, Maine with a Ten-Wheel plow truck as follows and in accordance with the attached Notice and General Specifications dated 4 November 2021 and the following delivery times and prices.

Price for one (1) Ten-Wheel plow truck: \$ 258,597.00

Trade: \$ 30,000.00

Total Cost: \$ 228,597.00

MAKE: 2023 Western Star 47X

GUARANTEE: Truck 1 Year, Engine 2 Years, Transmission 3 Years

GUARANTEED DELIVERY DATE: Q4 2022 for Chassis Only, Subject to Change

SIGNED: Daigle and Houghton Inc.
(Corporation, Firm, or Company)

BY: [Signature]
(Officer, authorized individual or owner)

DATE: 4 November 2021 ADDRESS: 571 Coldbrook Rd

Hermon, ME

ZIP CODE: 04401

Trade:

2008 Volvo VHD 64F vin # 4V5KC9EF88N494219, With 11 foot plow and wing.
13 foot body with center conveyor and rear spinner, 550 compu-spread controller.
Approximately 11500 Hours

PROPOSAL

For Ten-Wheel Plow Truck

The UNDERSIGNED agrees to furnish the City of Biddeford, Maine with a Ten-Wheel plow truck as follows and in accordance with the attached Notice and General Specifications dated 11/9/2021 and the following delivery times and prices.

Price for one (1) Ten-Wheel plow truck: \$ 246,900.00
Trade: \$ 38,000.00
Total Cost: \$ 208,900.00

MAKE: Freightliner 114SD

GUARANTEE: Michael Bean

GUARANTEED DELIVERY DATE: Quarter 4 2022

SIGNED: Freightliner of Maine
(Corporation, Firm, or Company)

BY: [Signature]
(Officer, authorized individual or owner)

DATE: 11/9/21

ADDRESS: 10 Terminal St
Westbrook, Me

ZIP CODE: 04092

Trade:

2008 Volvo VHD 64F vin # 4V5KC9EF88N494219, With 11 foot plow and wing.
13 foot body with center conveyor and rear spinner, 550 compu-spread controller.
Approximately 11500 Hours

CITY OF BIDDEFORD, MAINE

NOTICE AND GENERAL SPECIFICATION

For Ten-Wheel Plow Trucks

Sealed bids for furnishing the City of Biddeford with a Ten-Wheel Plow truck will be received at the Department of Public Works Garage, 371 Hill Street, Biddeford, Maine until November 9th 2021 at 9:00 am at which time they will be publicly opened and read. Proposals will be submitted in sealed envelopes plainly marked 'Proposal for A Ten-Wheel Plow Trucks'

Most of the equipment to be bought by this proposal is to replace equipment, which is to be either sold or turned in towards their replacement. In each section of the proposal, after the quotations on new equipment, an opportunity is given bidders to quote on used equipment as trade-in allowances toward that department's purchase. They are to be used as alternate bids on the new equipment where the department responsible for this equipment has a trade-in.

The City of Biddeford is asking, in a separate proposal, for bids for the separate sales of the used equipment to be turned in after replacements have been made. The City of Biddeford reserves the right to accept any or all of these separate bids rather than the trade-in allowance of the proposal, and if a bidder is interested in used equipment, on the replacement of which he has not bid, he is invited to use this other proposal. It is not necessary for a bidder to bid on the trade-ins of either proposal unless he wishes to do so. Bids may be accepted either with or without trade-in as the City deems to be in its interest. The City may also, if it feels it is necessary withdraw any used equipment from the sale before the awards are made.

The used vehicles offered for trade-in allowance may be inspected by arrangement with the head of the department that operates this equipment, as specified in the proposal. The lettering and City Seals are to be removed from the used equipment. By the City and the bidder shall accept delivery of used equipment "as is" after the seals and lettering have been removed.

Deliveries shall be F.O.B. Biddeford, Maine on or before the time stated in the proposal. The record for deliveries of a bidder, or the manufacturer of a make being bid may, be a factor in making an award on the equipment of this bid. If the City of Biddeford feels to do so. Since a quick delivery is needed for some of this equipment, delivery time as well as price may be made a factor in determining the award, according to what the City of Biddeford may feel to be to its best advantage.

The City of Biddeford may decide not to purchase one or more of the equipment in this proposal if it considers it to be its best interest not to do so.

Bidders shall include with his bid a catalog (or literature) marked to indicate the standard factory equipment of each model on which he has bid.

There shall be within the Biddeford area a dedicated repair/service which shall maintain a stock of spare parts for any make and model to any equipment that a bidder offers in the proposal.

All equipment offered on this proposal shall be absolutely new and the latest model as quoted, shall have the standard motor vehicle guarantee, and shall be of United States Manufacturer. The dealer will state in the proposal the name, model number, etc. stated shall be for equipment that meets all the specifications and performs all the functions and is represented, not only by these specifications, but also by the descriptions in the descriptive literature included with this bid, unless the literature included with this bid, unless the literature is plainly marked otherwise.

If the equipment offered by a bidder under the specifications meets the specifications except for minor factors or reasonably small variations from the specifications do not prevent the equipment being bid from performing satisfactorily or from being as good as equipment fully meeting these specifications, then these minor specifications may be waived by the City, if it deems it to be its advantage, and the equipment with the waived variations in specifications will be accepted as fully meeting these specifications.

It is the custom of the City of Biddeford to pay its bills within 20-30 days following delivery of, and receipt of bills for all items covered by the Purchase Order. In submitting bids under these specifications bidders should take into account all discounts, both trade and time, allowed in accordance with the above payment policy. Therefore, all bidders should quote a net price exclusive of all Federal Excise Taxes.

The City of Biddeford reserves the right to accept the bid on one or more items of a proposal, on all the items of a proposal, or on any combination of items on a proposal. The City of Biddeford also reserves the right to waive any informality in bids, to accept any bid and to reject any or all bids, should it be deemed for the best interest of the City to do so.

If there are any questions on this bid package, please contact Jerry Court at the Biddeford Public Works (207) 282-1579.

SPECIFICATIONS FOR A TEN-WHEEL PLOW TRUCK

GENERAL:

This specification describes a tandem chassis truck to be used for plowing and salting streets and highways, with the following minimum specifications considered necessary to perform the work assigned. The equipment must be fully operational upon delivery. Trucks herein after specified shall be the latest current models: manufactured of all new materials and carry all warranties as set forth by the manufacturer.

CHASSIS DIMENSIONS:

The wheelbase to be approximately (197) one hundred and ninety seven inches with a usable C.A. of (110") one hundred and ten inches. Wheelbase and C.A. can be changed to accommodate body manufacturer. Frame rail shall be a minimum 1/2 C channel 12.93X3.75X.34, with a section modulus of 23.5 cubic inch and a minimum RBM of 2,700,000 P.S.I., suitable for H.D. plow and dump truck service, with a minimum of 12 inch front frame extension. Rear of frame to be equipped with a 25-ton pintal hook. Must provide a front painted steel bumper.

TIRES AND WHEELS:

Rear tires shall be 12R22.5 Michelin XDS load range H tubeless radials, mounted on 22.5x8.25 Alcoa aluminum piloted hub wheels with nylon wheel guards. Front tires shall be 315/80R22.5 Michelin XZE load range H mounted on 22.5x9 Alcoa aluminum piloted hub wheels with nylon wheel guards.

BRAKES:

The service brakes shall be heavy-duty straight air cam lever type (Bendix Westinghouse or equal) factory installed. The front brakes shall be 16.5"x6" and the rear shall be 16.5x7 with front and rear dust shields. 17 CFM air compressor, with spring loaded rear brakes. Bendix Westinghouse spin on air dryer with heater or equal, Meritor Automatic slack adjusters. Low-pressure alarm system, which shall operate only when the key is in the on or run position. All air tanks shall be aluminum with drain petcocks. Shall have all equipment necessary to have air brake trailer connectors to the rear of truck.

REAR AXLE:

The rear axles shall be a tandem with a factory rated capacity of not less than 46,000 pounds. Rear suspension shall be a HMX Hendrickson rubber suspension. Shall also have a power divider for traction assist, and driver controlled full locking differential in forward rear and rear-rear. Rear gear ratio shall be figured so that the truck will travel a minimum of 70 m.p.h.

Please specify what the final gear ratio will be. Shall also have piloted hubs, stem co seals, and synthetic gear oil.

FRONT AXLE:

Shall be the solid I beam type with a factory rated capacity of not less than 20,000 pounds with tapered leaf springs. Driver controlled air bag on right front suspension. Shall also have piloted hubs, stemco seals, and stemco seal caps.

TRANSMISSION:

Transmission shall be fully automatic with six (6) forward and one (1) reverse with P.T.O. opening. Allison 4500RDS transmission with synthetic transmission fluid. Rear end ratio shall be calculated so that this truck has a minimum speed of 70-75 M.P.H. in its highest forward speed, and governed engine RPM

ENGINE:

Shall be a Diesel with 450 H.P. at 1650 R.P.M. with 1650 ft. pounds torque at 1000 RPM. Replacement element oil filter and a 16" air cleaner must have inside, outside air intake. Shall have an hour recording tachometer, engine protection alarm system with a light and buzzer for low oil pressure and high water temperature, anti-freeze protection to -34 f. All heater and radiator hoses shall be silicone hoses. Exhaust must have a vertical stack up the right rear corner of cab. Provisions shall be made for a front mount hydraulic pump.

RADIATOR:

Shall be heavy duty cross flow aluminum core radiator, with a minimum size of 1050 sq. inches. Provisions in radiator shall be made for front mount pump.

ELECTRICAL SYSTEM:

Shall be 12 volts with a minimum 160 AMP alternator, for high output at idle and low speeds. Three (3) 12 volts 3000 CCA batteries. Headlights, clearance lights, etc. as prescribed by law LED wherever possible, circuit breakers in lure of fuses. Back up light and back up alarm. Auxiliary harness for front plow lights. Shall have auxiliary trailer wiring harness in rear.

STEERING:

Shall be heavy-duty dual power steering boxes, with a tilt steering wheel.

CAB:

The cab shall be an air ride full cab equipped as follows:

All safety glass, grabs handles on each side

Heavy duty heater and defroster, heated windshield with cab switch control,

Air conditioning

AM-FM radio

Power windows

Provision for a two way radio in the middle of the overhead area

Heavy-duty electric windshield wipers with intermittent option and windshield washers.

Two motorized, heated rear view mirrors, retractable size 6 x 16 with 8" convex mounted on each door.

Two interior (2) sun visors (left/right) and exterior sun visor

CAB Cont.:

Air ride driver seat and passenger seat with arm rest and seat belts best available, mid quality.

Air horn mounted on roof

Fiberglass tilt nose with inspection hatches

Shall be equipped with gauges: air pressure, voltmeter, engine coolant temperature, engine oil pressure, fuel level, and speedometer with odometer, hour meter (indicator lights to perform the functions of gauges will not be accepted).

Provision for roof mounted strobe lights.

6 panel auxiliary switches for optional lighting

FUEL TANK:

Heavy-duty aluminum step tank with a minimum capacity of seventy (70) gallons mounted on the left hand side with stainless steel straps. DEF tank 13 gallons covered with aluminum mounted on the driver's side.

TOW HOOKS:

There shall be two (2) heavy duty hooks on the front, one on each corner, and two (2) on the rear, one on each corner outside of frame rail.

KEYS:

There shall be three (3) sets of keys. Both ignition switch and door to take the same key.

UNDERCOATING:

Factory undercoating on cab only.

MANUALS:

There shall be one (1) copy of the shop service manual or CD and one (1) parts book or CD delivered with truck.

PAINT:

The paint shall be a urethane base paint, Omaha Orange PPG #60361.

PLOW GEAR SPECIFICATIONS

1. GENERAL:

The plow gear shall consist of a heavy duty, hydraulically detachable front plow and wing hitch. Front engine mounted pressure compensated hydraulic pump. Hydraulic tank, multi section pressure compensated valve with air controls in the cab, Stainless steel sander with ground speed control and liquid spray system. Stainless steel dump body, eleven (11) foot reversing poly plow and eleven (11) foot wing. The following specifications are a guide; each company shall submit a detailed spec of their equipment.

2. HITCH:

Heavy duty factory hydraulic quick detachable, with a four (4) inch double acting ram for lift and tilt. Hydraulic hoses shall all have quick couplers. All front hoses shall go into a 6 hose Faster quick coupler unit. Full frame check side plates of a minimum half (1/2) inch steel, painted orange to match truck.

3. REAR TOWER:

The rear tower shall be open tower design with the wing cylinder mounted to the rear of the main beam. The rear tower shall have a bolted connection to the rear saddle to allow for various frame heights. The rear tower shall be removable for off-season periods without disturbing the hydraulic system. The rear tower shall have a 25-degree angle to the frame to align the push arms to the wing. The tower shall be complete with a hook and safety chain assembly to allow the wing to be chained in the travel position for safety. The slide control cylinder will be vertically mounted inside the 8" I-beam and is connected to the slider at the top of the slide unit.

Tower Quick Coupling Attach Bracket:

The tower quick coupling attach bracket shall be constructed from 5/8" and 3/8" thick plates. The design of the bracket shall allow for a three-point attachment for the wing arms. The rear of the bracket shall have a hook design to allow the bracket to be quick coupled to the rear wing tower slider. The bracket shall be secured to the tower slider through (2) 1" thick pins. The wing arms shall attach to brackets mounting ears carrying 1-1/4" diameter grade 5 plated bolts with ny-lok nuts. A wing arm cart shall also be supplied.

4. FRONT TOWER:

The front tower shall be a boxed section design totally enclosing the wing lift cylinder. The front tower shall be bolted to the hitch cross tubes.

5. HYDRAULICS:

The hydraulic pump shall be a constant running, engine crankshaft driven, load sensing, variable displacement design Rexroth A-10 or equal. The primary valve assembly shall be a sectional balanced spool design. Hydraulic valves shall be operated with Del-Air controls. Forty-gallon stainless-steel hydraulic tank integrated with a stainless enclose for the hydraulic valves with a ball valve shut off at main feed, mounted behind the cab.

Basic tech CS 550 or approved equal, groundspeed sander control and hydraulic liquid spray system with a minimum ninety (90) gallon poly pre wet tank. All hydraulic tubing and nuts shall be stainless steel.

6. PLOW:

Eleven feet wide by thirty-nine inches high (11'x39"), 3/8" Polymer moldboard. Hydraulic reversing cylinders. Spring trip cutting edge. Twelve-inch (12) standard hole punch, to include carbide cutting edge with a carbon steel protecting edge.

7. WING:

Thirty-eight inch (38) discharge height. Twelve feet (12) overall length, eleven-foot cutting edge with twelve-inch (12) standard hole punch. Three quarter inch (3/4) backer angle, four (4) full-length horizontal ribs, eight (8) vertical ribs and HD wing braces and a removable caster at the heel of the wing. To include carbide cutting edge with a carbon steel protecting edge.

8. TRIP BLOCK:

The trip block shall be fixed between the front sliding plate and the intake end of the wing. The trip mechanism itself shall consist of a compression timbren sandwiched between two plates. When the trip block is actuated, it will rotate upward four inches and forward eight inches or thirty degrees.

9. LIGHTS:

Model Numbers:

System: DOT3704D

Add TIR3 Option to rear housings

Front Lights: 2 MCSLED2A w/30' cables

There shall be a Whelen model # DOT3704D Super-LED® lighting system installed with two additional Whelen model MCSLED2A Micro Liberty Light heads. The lighting system shall include (2) Micro Ultra Extended Liberty Light heads mounted on a stainless steel roof bracket. Each Micro Ultra Extended Liberty shall contain (2) Extended Liberty Corners (Front/Rear) facing. Each Micro Ultra Extended Liberty shall have 30' of 4/C, 14 Gauge TPE cable. Each rear corner post shall contain (1) 700 Series Super-LED Warning, (1) corner shall be of green color (1) corner shall be off amber color (1) 700 LED BTT, and (1) 700 LED Back-Up. The rear Light head shall be mounted within a Whelen 700 series 7 gauge, stainless steel D housing. Each housing assembly shall include flex tubing for strain relief purposes. There shall be 30' of 2/C 14 gauge TPE cable for the warning lights and 30' of 5/C 18 gauge TPE cable for the BTT/BU included with each rear housing assembly. All the Light heads shall be easily replaceable and utilize waterproof Deutsch connectors for each light module. Rectangle high/low beam plow lights, with integrated park/turn signal lamp with weather type plug connectors, LED wing light and LED rear sander light. All wiring shall be in wire loom, and all connection must be with heat shrink type fasteners.

10. PAINT:

Unit to be installed complete with plow and wing lights. All parts to be primed with epoxy primer and painted orange with urethane paint to match the truck color.

CENTER CONVEYOR REAR DISCHARGE SPREADER DUMP BODY

SPREADER BODY:

13-foot body length with provisions for externally mounted liquid tanks.

Body interior shall be self-cleaning design, with external dog house to maximize cargo capacity.

Floor shall be 3/16" AR 400 steel

Sides, tailgate, head sheet, cab protector, all structural members constructed of 3/16" 304 Stainless Steel full welds no stitch welding all seams.

Head sheet to be 60-inch height, with 24-inch cab shield.

Tailgate height approximately 48-inches.

Side height approximately 36-inch, with sideboard pockets to accept 2-inch thick side boards.

Driver's side folding ladder providing access to dump body. Stainless steel with latch system to secure to side of body when not in use, and must have easy access from ground level when deployed. Ladder shall not conflict with other equipment on the truck.

Rear corner post shall accommodate a stainless enclosure to mount 3 LED light.

TAILGATE:

Dual air operated tail gate latching system.

One discharge door is to be provided in tailgate, center discharge gate at conveyor to have a minimum of 1-inch incremental height adjustments for controlling material discharge to spinner assembly.

Discharge to completely seal when shut to prevent material leakage.

CONVEYER:

Center mounted design is required.

Conveyor floor to be 1/4-inch 304 stainless steel with removable under tray.

Provide single hydraulic drive mounted at rear of conveyor.

Provide summer conveyor cover, 1/4-inch 304 stainless steel.

SPINNER ASSEMBLY:

Spinner diameter shall be approximately 20-inch and shall be constructed of poly plastic material.

Hydraulic drive motor with quick disconnects on pressure and return hoses.

Spinner mounting assembly shall be adjustable for-alt, left and right, up and down and shall have the ability to swing toward chassis to allow body to reach full dump height.

LIQUID SYSTEM:

Liquid system to be provided must be compatible with material spreader controller to be provided in this bid.

Provide spray bar mounted above the material chute with minimum of 2 nozzles.

Minimum capacity of the system shall be 160, equally distributed between two (2) side mounted poly tanks that conform to shape of dump body and that do not protrude from the outside dimensions of the body.

Provide 2-inch fill port connector.

Provide 4-inch top port.

Supply pump shall be hydraulically driven.

HOIST:

Single acting 20 ton SA hoist.

REAR FENDERS:

Full radius poly fenders shall be mounted on each rear axle.

MUD FLAPS:

Shall have mud flaps on front

TARP COVER:

Donovan Bullet #2858 or approved equal with electric direct drive motor.

Cab mounted control switch

30 degrees bent arms to protect loading damage.

Anodized aluminum pivot arms.

Extruded aluminum roller bar.

Polished aluminum wind deflector.

Solid style tarp capable of withstanding heat from hot top.

Spring loaded power hoop

PROPOSAL

For Ten-Wheel Plow Truck

The UNDERSIGNED agrees to furnish the City of Biddeford, Maine with a Ten-Wheel plow truck as follows and in accordance with the attached Notice and General Specifications dated _____ and the following delivery times and prices.

Price for one (1) Ten-Wheel plow truck: _____

Trade: _____

Total Cost: _____

MAKE: _____

GUARANTEE: _____

GUARANTEED DELIVERY DATE: _____

SIGNED: _____
(Corporation, Firm, or Company)

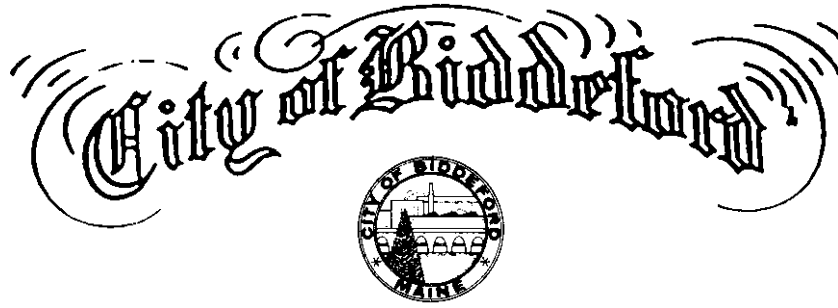
BY: _____
(Officer, authorized individual or owner)

DATE: _____ ADDRESS: _____

ZIP CODE: _____

Trade:

2008 Volvo VHD 64F vin # 4V5KC9EF88N494219, With 11foot plow and wing.
13 foot body with center conveyor and rear spinner, 550 compu-spread controller.
Approximately 11500 Hours



2021.132 **IN BOARD OF CITY COUNCIL..DECEMBER 21, 2021**

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 42, MOTOR VEHICLES & TRAFFIC, **Section 42-66 Beach permit parking regulations enumerated, Sub-section (2) & (3).** is amended by adding or ~~deleting~~ to read as follows:

(2) For the purpose of this section, the word “resident” shall meet one of the following criteria:

- a. Person who pays real estate property taxes to the City;
 - b. Person who is a registered voter in the City;
 - c. Person who can provide a vehicle registered both in the City and the State of Maine.
- All residents of the City may obtain parking permits for compliance with this Section for a fee of ~~-\$28~~ **\$30** for the first vehicle, \$15 per additional vehicle registered at the same address, \$15 for residents 65 and older, payable to the City Clerk. Proof of eligibility will be the burden of the applicant.

(3) Persons ineligible under Subsection (2) may obtain a parking permit to be in compliance with this section for a fee of ~~\$153~~ **\$155** for a season permit; ~~\$79~~ **\$82** for a seven-day permit; ~~\$46~~ **\$49** for a three-day permit; and ~~\$22~~ **\$25** for a one-day permit. The seven-day and three-day permits are valid in consecutive days only, and are not transferable from vehicle to another.

NOTE: This ordinance amendment was considered at the October 12, 2021 Policy Committee meeting and was voted unanimously to recommend passage by the Council.



City Council

Meeting Date: December 21, 2021

Meeting Time: 6:00 PM

Agenda Item No: 10.11

Item Description: 2021.132 Amendment/Ch.42 Motor Vehicles & Traffic/Sec.42-66 Beach Permit regulations/Increase in Beach Permit Fees

Submitted by: Carl Walsh, Recreation/Teen Director

Supporting Information/Documentation:

Beach Fee Analysis

Policy Committee Minutes June 10, 2019

Current Beach Rates of Local Communities

Key Terms:

"N/A"

Executive Summary:

In order to help offset the increased cost of wages for Lifeguards, Parking and Custodial Staff, we ask you to consider increasing the beach fees by a minimal amount.

Resident fee \$28.00 to \$30.00 all other options for residents would remain the same.

Non- Resident fees;

	Current		Proposed
• Seasonal	\$153.00	to	\$155.00
• 7 Day	\$79.00	to	\$82.00
• 3 Day	\$46.00	to	\$49.00
• 1 Day	\$22.00	to	\$25.00

Detailed Review:

The last increase in beach fees took place in 2019. Communities have been struggling with the lifeguard issue for some time as has been shared during past budget meetings. In order for us to remain somewhat competitive we continue to make adjustments. Some have been in the form of wage scale adjustments others in course reimbursement. We are also considering a bonus for those that remain with us the majority of the summer. The increase in fees is meant to help us keep pace with these adjustments and help keep us competitive. Included in the attachments is a Beach Fee Analysis provided by Recreation Commission

member Liam LaFountain. His time and talent to create this document is appreciated by the Recreation Commission and staff.

Funding Source:

User Fees

Staff Recommendation:

Recreation/Teen Director makes this recommendation in order to help keep up with the rising cost in staffing. This is meant to help us remain competitive with neighboring communities. We expect to see no change in the challenge to fully staff the waterfronts with lifeguards.

Broad Intent:

Increase beach parking pass prices to cover expenses and become self-sufficient

Considerations:

Resident 1st vehicles and 1 day passes make up 70% of gross revenue and 66% of volume

Resident's 65+ make up 11% of gross revenue and 18% of volume

All other passes account for less than 20% of gross charges and only 15% of volume.

Other Recreation Commission considerations:

We expressed interest in limiting price increases for our residents

Ideas:

Allow residents who purchase a single day pass at the beach to apply the single day parking pass to a seasonal pass by bringing receipt to town.

		\$5,165.00	\$ 122,993.00		
Parking Pass Type	Fee	Volume	Gross Revenue	% of Volume	% Gross Revenue
Resident 1st vehicle	\$ 28.00	1,565	\$ 43,820.00	30%	36%
1 day	\$ 22.00	1,874	\$ 41,228.00	36%	34%
Resident 65+	\$ 15.00	910	\$ 13,650.00	18%	11%
Resident 2nd vehicle	\$ 15.00	613	\$ 9,195.00	12%	7%
7 days	\$ 79.00	113	\$ 8,927.00	2%	7%
3 days	\$ 46.00	71	\$ 3,266.00	1%	3%
Non-resident season	\$ 153.00	19	\$ 2,907.00	0%	2%

Beach Parking Passes Pricing Model

Expense			Gross Revenue		Input
\$ 171,779.00			\$ 122,993.00		
Parking Pass Type	Volume	Fee	Current Gross	% Price Increase	
Resident 1st vehicle	1,565	\$ 28.00	\$ 43,820.00	38.75%	
Resident 2nd vehicle	613	\$ 15.00	\$ 9,195.00	38.75%	
Resident 65+	910	\$ 15.00	\$ 13,650.00	38.75%	
Non-resident season	19	\$ 153.00	\$ 2,907.00	38.75%	
7 days	113	\$ 79.00	\$ 8,927.00	38.75%	
3 days	71	\$ 46.00	\$ 3,266.00	38.75%	
1 day	1,874	\$ 22.00	\$ 41,228.00	38.75%	

Expense			Gross Revenue		
\$ 171,779.00			\$ 122,993.00		
Parking Pass Type	Volume	Fee	Current Gross	% Price Increase	
Resident 1st vehicle	1,565	\$ 28.00	\$ 43,820.00	25.00%	
Resident 2nd vehicle	613	\$ 15.00	\$ 9,195.00	100.00%	
Resident 65+	910	\$ 15.00	\$ 13,650.00	33.33%	
Non-resident season	19	\$ 153.00	\$ 2,907.00	47.06%	
7 days	113	\$ 79.00	\$ 8,927.00	77.22%	
3 days	71	\$ 46.00	\$ 3,266.00	63.04%	
1 day	1,874	\$ 22.00	\$ 41,228.00	36.36%	

Gross Revenue			Margin	Outcome
\$ 172,114.00			\$ 335.00	Profitable
Proposal 1				
Fee	Gross	Per Day Cost		
\$ 39.00	\$ 61,035.00			
\$ 21.00	\$ 12,873.00			
\$ 21.00	\$ 19,110.00			
\$ 212.00	\$ 4,028.00			
\$ 110.00	\$ 12,430.00	\$ 15.71		
\$ 64.00	\$ 4,544.00	\$ 21.33		
\$ 31.00	\$ 58,094.00	\$ 31.00		

Gross Revenue			Margin	Outcome
\$ 173,005.00			\$ 1,226.00	Profitable
Proposal 1				
Fee	Gross	Per Day Cost		
\$ 35.00	\$ 54,775.00			
\$ 30.00	\$ 18,390.00			
\$ 20.00	\$ 18,200.00			
\$ 225.00	\$ 4,275.00			
\$ 140.00	\$ 15,820.00	\$ 20.00		
\$ 75.00	\$ 5,325.00	\$ 25.00		
\$ 30.00	\$ 56,220.00	\$ 30.00		

Resident	
Town	Per Season
Saco	\$ 25.00
OOB	\$ 50.00
OOB	\$ 75.00
Kennebunk	\$ 5.00
Kennebunkport	\$ 5.00
Wells	\$ 40.00
Ogunquit1	\$ 40.00
Scarborough	\$ 40.00
Biddeford	\$ 28.00
Total	\$ 158.00
Average	\$ 22.57
Exclude Kennebunk/port	\$ 42.57

Non-Resident	
Town	Per Day Cost
Saco	\$ 25.00
OOB	\$ 25.00
OOB	\$ 25.00
Kennebunk	\$ 25.00
Kennebunkport	\$ 25.00
Wells	\$ 46.00
Ogunquit1	\$ 25.00
Ogunquit2	\$ 35.00
Scarborough	\$ 15.00
Biddeford	\$ 22.00
Total	\$ 268.00
Average	\$ 26.80

Expense		Gross Revenue				Gross Revenue	
\$ 171,779.00		\$ 122,993.00				Input	\$ 177,765.00
Parking Pass Type	Volume	Fee	Current Gross	% Price Increase	Fee	Proposal 1 Gross	
Resident 1st vehicle	1,565	\$ 28.00	\$ 43,820.00	42.86%	\$ 40.00	\$ 62,600.00	
Resident 2nd vehicle	613	\$ 15.00	\$ 9,195.00	66.67%	\$ 25.00	\$ 15,325.00	
Resident 65+	910	\$ 15.00	\$ 13,650.00	33.33%	\$ 20.00	\$ 18,200.00	
Non-resident season	19	\$ 153.00	\$ 2,907.00	47.06%	\$ 225.00	\$ 4,275.00	
7 days	113	\$ 79.00	\$ 8,927.00	77.22%	\$ 140.00	\$ 15,820.00	
3 days	71	\$ 46.00	\$ 3,266.00	63.04%	\$ 75.00	\$ 5,325.00	
1 day	1,874	\$ 22.00	\$ 41,228.00	36.36%	\$ 30.00	\$ 56,220.00	

Margin		Outcome
\$ 5,986.00		Profitable
Per Day Cost		

\$ 20.00
 \$ 25.00
 \$ 30.00

Day Passes Only

Expense			Gross Revenue			Gross Revenue		
\$ 171,779.00			\$ 122,993.00			\$ 171,914.00		
Parking Pass Type	Volume			Current	% Price Increase			Proposal 1
		Fee		Gross		Fee		Gross
Resident 1st vehicle	1,565	\$ 28.00	\$	43,820.00	0.00%	\$ 28.00	\$	43,820.00
Resident 2nd vehicle	613	\$ 15.00	\$	9,195.00	0.00%	\$ 15.00	\$	9,195.00
Resident 65+	910	\$ 15.00	\$	13,650.00	0.00%	\$ 15.00	\$	13,650.00
Non-resident season	19	\$ 153.00	\$	2,907.00	88.00%	\$ 288.00	\$	5,472.00
7 days	113	\$ 79.00	\$	8,927.00	88.00%	\$ 149.00	\$	16,837.00
3 days	71	\$ 46.00	\$	3,266.00	88.00%	\$ 86.00	\$	6,106.00
1 day	1,874	\$ 22.00	\$	41,228.00	88.00%	\$ 41.00	\$	76,834.00

		Margin	Outcome
		\$ 135.00	Profitable
Per Day Cost			

\$ 21.29
\$ 28.67
\$ 41.00

Expense				Gross Revenue			Gross Revenue		
\$ 171,779.00				\$ 122,993.00		Input	\$ 173,495.00		
Parking Pass Type	Volume	Fee	Current Gross	% Price Increase	Fee	Proposal 1 Gross			
Resident 1st vehicle	1,565	\$ 28.00	\$ 43,820.00	17.00%	\$ 33.00	\$ 51,645.00			
Resident 2nd vehicle	613	\$ 15.00	\$ 9,195.00	30.00%	\$ 20.00	\$ 12,260.00			
Resident 65+	910	\$ 15.00	\$ 13,650.00	30.00%	\$ 20.00	\$ 18,200.00			
Non-resident seasion	19	\$ 153.00	\$ 2,907.00	60.00%	\$ 245.00	\$ 4,655.00			
7 days	113	\$ 79.00	\$ 8,927.00	77.00%	\$ 140.00	\$ 15,820.00			
3 days	71	\$ 46.00	\$ 3,266.00	62.00%	\$ 75.00	\$ 5,325.00			
1 day	1,874	\$ 22.00	\$ 41,228.00	60.00%	\$ 35.00	\$ 65,590.00			

	Margin	Outcome
	\$ 1,716.00	Profitable
Per Day Cost		

\$ 20.00
 \$ 25.00
 \$ 35.00

SACO BEACHES	RESIDENT FEES	NON-RESIDENT FEES				
Camp Ellis Lot	\$25 for first car / \$5 for second car / free for veterans and over 65-- Seasonal	\$25 Weekly / \$150 Seasonal	Kiosks			
2 Bayview Lots						
OOB BEACHES	\$50/ea-total of 2 per hh -certain lots /	\$150/ea - only 100 available - Seasonal	All pay stations (kiosks) few meters			
	\$75 ea-total of 2 per hh-yr-round res -lots -meters -pay stations - Seasonal	\$300/ea - only 11 available-overnight parking-Seas				
KENNEBUNK	\$5/ea for Window stickers (limit 3) / \$25-ea Guest cards (limit 4) - Seasonal	\$25/Day \$100/Week \$200/Season - no limits	Display sticker,card,or kiosk print-out			
Gooch's			All on-street parking			
Middle						
Mother's						
KENNEBUNKPORT						
Goose Rocks	\$5 for the season	\$25/Day \$100/Week \$200/Season	Kiosk			
Colony/Arundel	No permit needed / Limited parking					
WELLS	\$40 per vehicle / \$20 for veterans or current service members - Seasonal sticker	5 metered Lots \$4/hour -max \$46 from 8am to 8pm	Pay to Park in 5 Beach lots- 2 lots free			
		15 handicapped free spaces in metered lots	All lots close at 11pm			
OGUNQUIT	\$40 for 1st vehicle / \$100 for 2nd vehicle. Must prove year-round residency	Varies w/ea of 3 Beach lots, times of yr /days of wk	Metered Lots-credit cards only			
Main Beach		\$4/hour and daily rates from \$25 to \$35				
Footbridge						
North Beach						
SCARBOROUGH	\$40 1st vehicle / \$5 add'l vehicle and free to residents 60 and over - Seasonal	\$15/Day at 3 Beaches and \$45/Day for large vehicles	Attendants available 8am-4pm			
Ferry Beach		Lots open sunrise to sunset-2 lots have 5:30-9am-\$5				
Pine Point		3-6pm-\$5	Higgins Beach collections-5:30am-6pm			
Higgins			Attendants plus 1 machine			
Scarborough-State						
BIDDEFORD	\$28 for 1st vehicle / \$15 add'l \$15 65 and older - Seasonal	\$153-Season / \$79-7 day / \$46-3 day / \$22-1 day	Parking Attendants and Kiosks			
Fortunes Rocks		9am-5pm except Pool restricted to 12-5pm				
Middle Beach						
Biddeford Pool						
Rotary Park	Free	Free				

**Policy Committee Meeting
June 10, 2019**

Committee Chair, Councilor Lessard called the meeting to order at 6:30 p.m.

Roll Call: Councilors Marc Lessard, Laura Seaver and Norman Belanger; Committee Members Renee O’Neil and Nathan Bean

Also present: Staff Members Carmen Morris, City Clerk, Brian Phinney, Chief Operating Officer, Carl Marcotte, Asst. Public Works Director

The Committee Members and all who were present recited the Pledge of Allegiance.

Adjustment to the Agenda:

Remove -Request by C.M. Cimino Realty, Inc. of Ledgewood Apartments to Waive Code Enforcement Fees for Multi-Unit Buildings

Acceptance of Minutes: **April 22, 2019**

Motion by Councilor Belanger, seconded by Member O’Neil to accept the minutes as printed.

Vote: Unanimous

**1. Ch. 42, Motor Vehicles & Traffic/Sec. 42-66-Beach permit parking regulations
enumerated/Increase Beach Permit Fees**

ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 42, MOTOR VEHICLES & TRAFFIC, **Section 42-66 Beach permit parking regulations enumerated, Sub-section (2) & (3).** is amended by adding or ~~deleting~~ to read as follows:

(2) For the purpose of this section, the word “resident” shall meet one of the following criteria:

- a. Person who pays real estate property taxes to the City;
- b. Person who is a registered voter in the City;
- c. Person who can provide a vehicle registered both in the City and the State of Maine. All residents of the City may obtain parking permits for compliance with this Section for a fee of ~~\$25~~ **\$28** for the first vehicle, \$15 per additional vehicle registered at the same address, \$15 for residents 65 and older, payable to the City Clerk. Proof of eligibility will be the burden of the applicant.

(3) Persons ineligible under Subsection (2) may obtain a parking permit to be in compliance with this section for a fee of ~~\$125~~ **\$153** for a season permit; ~~\$65~~ **\$79** for a seven-day permit; ~~\$40~~ **\$46** for a three-day permit; and ~~\$20~~ **\$22** for a one-day permit. The seven-day and three-day permits are valid in consecutive days only, and are not transferable from vehicle to another.

NOTE: This item was submitted by Councilor Michael Swanton.

Motion by Councilor Seaver, seconded by Councilor Belanger to recommend approval of the ordinance amendment to the City Council.

This ordinance amendment was recommended by Councilor Swanton. He was in attendance to present this item. He explained that the reason for his proposed amendment is to raise additional funds in order to cover the costs due to the increase in the State's minimum wage.

Councilor Seaver expressed her concern that even though the Council has approved the FY20 Budget, this ordinance amendment would become effective for next year's beach season; therefore, the additional revenue would initially hit the FY20 Budget, and then into the FY21 Budget.

Vote on proposed amendment: Unanimous

2. Disposal Fees at Public Works Recycling Facility for Non-Profits

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, **Chapter 58, SOLID WASTE, Article III, WASTE FLOW CONTROL AND TRANSFER STATION, Sec. 58-64-Large item and recycling programs**, is amended by adding and ~~deleting~~ to read as follows:

Sec. 58-64. Large item and recycling programs.

(a) Free disposal.

- Residents may dispose of up to one yard of household items in any one day for free. (furniture, stereos, lamps, fixtures, etc.) Any additional loads of household items may be disposed of for a fee of \$20 per yard.
- Up to four tires per year from Biddeford residents.
- Twice a year, for two-week intervals, residents will be allowed to deliver up to one cubic yard per delivery of construction materials and/or wood debris.
- Wet cell and dry cell batteries.
- Metals (items that have had the Freon removed by licensed vendors must show a certificate of proper removal for free disposal of the item at this facility).
- Cardboard
- Plastic Nos. 1 and 2
- Paper/magazines
- Glass (jars and bottles)
- Tin cans
- Grass clippings, leaves, brush and branches
- Waste motor oil
- Telephone books

(b) Fees.

- (1) Fees for the disposal of the following acceptable items will be charged “at cost”.
Note: “at cost” means that the charges for the disposal of the following items will be based upon the previous quarter’s actual disposal costs incurred by the City for the particular item.

- a. Freon containing items
- b. Tires (car and pickup truck only, greater than four tires per year)
- c. CRTs (televisions, computer monitors, laptops)
- d. Computer CPU, keyboard, mouse and printers

- (2) Fees for the disposal of the following acceptable items will be established by the Public Works Director.

- a. Construction materials / wood debris
- b. Grass clippings:
 - i. Commercial - \$10.00/cubic yard
- c. Brush and branches:
 - i. Commercial - \$10.00/cubic yard
- d. Demolition Debris: \$20.00/cubic yard

(3) Exemptions.

Bonafide non-profit organizations, including: churches, parsonages, cemeteries, schools and other qualifying organizations shall be exempt from paying disposal fees for acceptable items listed in subsection (b)(2) above. Each qualifying non-profit organization must register yearly with the DPW Director, with proof of their non-profit status, and submit a list of names of those persons who are doing work on their behalf prior to any fee being

Motion by Councilor Seaver, seconded by Councilor Belanger to recommend approval of the ordinance amendment to the City Council.

Councilor Swanton noted that he had brought forward this issue during a Council Meeting when the Biddeford Pool Association expressed concern about paying to dispose of brush and debris.

Erica Doyon and Carl Walton from the Greenwood Cemetery Association spoke in support of this ordinance amendment. They estimate that without a fee waiver, it would cost the Association between \$5,000 and \$6,000 annually to dispose of brush and debris; which would end up crippling their budget.

Councilor Seaver asked if the Greenwood Cemetery Association has a 501(C)(3) status. Ms. Doyon stated that she’s almost certain that they are, but has never seen any paperwork to prove it.

Councilor Belanger expressed his concern about the broad language in the proposed amendment; notably, “qualifying non-profit organization.” He’d like to see a more specific definition of what

a qualifying non-profit is. He suggested that the Solid Waste Management Commission take a look at the proposed amendment and come back with their recommendation.

Member Bean pointed out that the Public Works Director, Jeff Demers submitted a letter in which he requested that the ordinance not be changed at this time, as it would prove to be very cumbersome for the DPW Staff.

Asst. Public Works Director, Carl Marcotte explained that the disposal fee structure was recently instituted because the in-take of brush and debris at the Recycling Facility was getting out of control. Since the institution of the disposal fees structure, DPW Staff has seen a significant reduction in loads being brought to the Andrews Road Landfill. His concern is mostly about the DPW being able to realistically manage and keep track of all the various non-profits in the City. He supports sending this ordinance amendment to the SWMC.

Councilor Lessard would definitely like to see an ordinance amendment that would exempt cemeteries and other like entities. With that said, he agrees that the current proposed language needs to be worked on.

Member O'Neil pointed out that there is a distinction between the volunteer organizations within the City versus those who hire out for clean up and debris disposal for their respective properties.

Motion by Councilor Belanger, seconded by Councilor Seaver to table this item and send to the Solid Waste Management Commission for review, and ask that the Commission focus on cemeteries and other like non-profit entities, and come up with proper parameters for financial criteria.

Vote: Unanimous

3. Ch. 2, Administration/Sec. 2-336-Competitive sealed bidding

Councilor Lessard introduced this discussion item and his intent on having this item on the agenda. He explained that his reason for bringing this item forward stems from recent action by the Council regarding the acceptance of a bid that was not the lowest bid. He understands that there were reasons for not accepting the lowest bidder that could not be discussed publicly. However, he is uncomfortable with the optics and the perception that the public is left with. At the July Policy Committee meeting, he'd like to have a more in-depth discussion and consideration of language that would make the competitive sealed bidding language more specific.

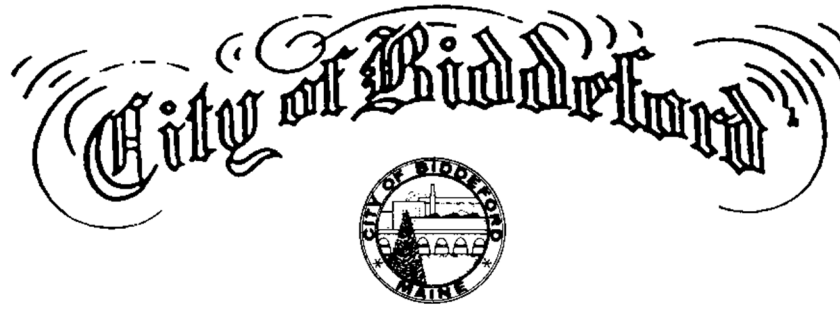
Member O'Neil agrees with Councilor Lessard and is also concerned with what the optics look like, and that the public could view the process as favoritism. She would like to see the process more standardized and transparent.

Councilor Lessard requested that this item be placed on the July Policy Committee meeting agenda.

Motion by Councilor Seaver, seconded by Councilor Belanger to adjourn.

Vote: Unanimous

Time: 7:01 p.m.



2021.133

IN BOARD OF CITY COUNCIL. DECEMBER 21, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve the expenditure for the Fire Protection System at the J. Richard Martin Community Center Sprinkler Room in an amount not to exceed \$23,200.00, as per bid on November 19, 2021, from Eastern Fire.

NOTE: Funds for this project to come from The Community Center Improvement Fund 22002-60905.



City Council

Meeting Date: 12-21-2021

Meeting Time: 6:00 PM

Agenda Item No: 2021.133

Item Description: Fire Protection J. Richard Martin Community Center

Submitted by: Carl Walsh, Recreation Director

Supporting Information/Documentation:

Sprinkler Room Photos

Fire Protection Bids

Key Terms:

N/A

Executive Summary:

The purpose of this project is to replace the aging equipment in the sprinkler room of the Community Center.

Detailed Review:

Project includes the removal and replacement of the sprinkler room equipment located at the J. Richard Martin Community Center. The primary purpose of this project is to address the rusting and aged pipes as shown in the Sprinkler Room Photos, along with its components to maintain a safe facility and working sprinkler system. The system at this facility features two different types of sprinklers, dry system and a wet system. The dry system requires a compressor as part of its operation to hold back the water until called for in a fire. Recently we have noticed an increase in time the compressor runs to maintain air pressure to hold back the water in the dry system. Comments have also been made by members of the fire department when they have had to visit the room on calls regarding its condition.

Two bids were received on November 19, 2021

1. Maine Fire Protection Systems \$31,998.
2. Eastern Fire \$23,200.

Funding Source:

Amount requested \$23,200.00 to be paid from the Community Center Improvement Fund 22002-60905. Current Balance in the fund is \$82,124.00.

Staff Recommendation: Supports lowest bid.

Home Office
170 Kittyhawk Ave.
P.O. Box 1390
Auburn, ME 04210-1390
207-784-1507



Satellite Office
408 Harlow St.
Bangor, ME 04401
207-942-8014

QUOTATION

DATE: October 16, 2020
Updated October 18, 2021

FROM: Frank P. Welch, Jr.

TO: The City of Biddeford
205 Main Street
Biddeford, ME 04005

SUBJECT: J Richard Martin Comm. Center
189 Alfred Street-Biddeford
Dry Sprinkler System Riser
Replacement

ATTENTION: Carl Walsh

EMAIL: carl.walsh@biddefordmaine.org

PHONE: (207) 282-8418

PHONE II: (207) 283-0841

QUOTATION: \$13,400.00-NTE

SCOPE

Replace the rusted / corroded 6" Grinnell model F302 dry valve, 6" OS&Y gate valve, sprinkler piping and components at the sprinkler valve room. It is estimated that this work will take one day plus material to complete. **Please Note: You will need an electrician / fire alarm technician to wire the new electrical components.**

The **NTE** after the quotation indicates that this work is done on a cost "Not to Exceed" basis (assuming no change in scope) so that if the total final cost comes in under the total estimated cost the savings will be passed back to the owner.

Should you find this quotation acceptable please return one signed and dated copy of this quotation along with your purchase order (if applicable) at your earliest convenience.

Your scheduling contact will be Tom Vining. Upon acceptance of this proposal please allow 8 to 10 weeks for scheduling of the work.

Thank you for contacting us and please do not hesitate to call should you have any questions or concerns.

Accepted By: _____

Date: _____

Home Office
170 Kittyhawk Ave.
P.O. Box 1390
Auburn, ME 04210-1390
207-784-1507



Satellite Office
408 Harlow St.
Bangor, ME 04401
207-942-8014

QUOTATION

DATE: October 16, 2020
Updated October 18, 2021

FROM: Frank P. Welch, Jr.

TO: The City of Biddeford
205 Main Street
Biddeford, ME 04005

SUBJECT: J Richard Martin Comm. Center
189 Alfred Street-Biddeford
Fire Department Connection
Piping Replacement

ATTENTION: Carl Walsh

EMAIL: carl.walsh@biddefordmaine.org

PHONE: (207) 282-8418

PHONE II: (207) 283-0841

QUOTATION: **\$3,900.00-NTE**

SCOPE

Replace the rusted / corroded fire department connection piping and associated components at the sprinkler valve room. It is estimated that this work will take one day plus material to complete.

The ***NTE*** after the quotation indicates that this work is done on a cost "Not to Exceed" basis (assuming no change in scope) so that if the total final cost comes in under the total estimated cost the savings will be passed back to the owner.

Should you find this quotation acceptable please return one signed and dated copy of this quotation along with your purchase order (if applicable) at your earliest convenience.

Your scheduling contact will be Tom Vining. Upon acceptance of this proposal please allow 8 to 10 weeks for scheduling of the work.

Thank you for contacting us and please do not hesitate to call should you have any questions or concerns.

Accepted By: _____

Date: _____

Home Office
170 Kittyhawk Ave.
P.O. Box 1390
Auburn, ME 04210-1390
207-784-1507



Satellite Office
408 Harlow St.
Bangor, ME 04401
207-942-8014

QUOTATION

DATE: October 16, 2020
Updated October 18, 2021

FROM: Frank P. Welch, Jr.

TO: The City of Biddeford
205 Main Street
Biddeford, ME 04005

SUBJECT: J Richard Martin Comm. Center
189 Alfred Street-Biddeford
Wet Sprinkler System OS&Y
Gate Valve Replacement

ATTENTION: Carl Walsh

EMAIL: carl.walsh@biddefordmaine.org

PHONE: (207) 282-8418

PHONE II: (207) 283-0841

QUOTATION: **\$3,800.00-NTE**

SCOPE

Replace the rusted / corroded wet sprinkler system 6" OS&Y gate valve, 2" main drain piping and gauge assemblies at the sprinkler valve room. It is estimated that this work will take one day plus material to complete.

The **NTE** after the quotation indicates that this work is done on a cost "Not to Exceed" basis (assuming no change in scope) so that if the total final cost comes in under the total estimated cost the savings will be passed back to the owner.

Should you find this quotation acceptable please return one signed and dated copy of this quotation along with your purchase order (if applicable) at your earliest convenience.

Your scheduling contact will be Tom Vining. Upon acceptance of this proposal *please allow 8 to 10 weeks for scheduling of the work.*

Thank you for contacting us and please do not hesitate to call should you have any questions or concerns.

Accepted By: _____

Date: _____

Home Office
170 Kittyhawk Ave.
P.O. Box 1390
Auburn, ME 04210-1390
207-784-1507



Satellite Office
408 Harlow St.
Bangor, ME 04401
207-942-8014

FIRE SPRINKLER QUOTATION

DATE: October 16, 2020
Updated October 18, 2021

FROM: Frank P. Welch, Jr.

TO: The City of Biddeford
205 Main Street
Biddeford, ME 04005

SUBJECT: J Richard Martin Comm. Center
189 Alfred Street-Biddeford
NFPA 25 - 2014 Wet & Dry Internal
Inspections/Full Flow Trip Test/
FDC Hydrostatic Testing

ATTENTION: Carl Walsh

EMAIL: carl.walsh@biddefordmaine.org

PHONE: (207) 282-8418

PHONE II: (207) 283-0841

QUOTATION: \$2,100.00-NTE

SCOPE

- 1) *We will perform a fire sprinkler system "assessment of internal condition of piping" per NFPA 25 (2014) Paragraph 14.2.1.1 or 14.2.1.2. In addition, the water gauges will be replaced at the wet sprinkler system alarm valve.*

For a wet sprinkler system this will involve opening one flushing connection at the end of one main and removing the end fitting or sprinkler head of one branch line.

For a dry sprinkler system this will involve opening one flushing connection at the end of one main and removing the end fitting or sprinkler head of one branch line both of which must be located adjacent to the system inspector's test valve which is normally located at the most remote point of the system. *If the system has not been full flow trip tested in the last 3 years the cost of the trip test will also be included in this quotation. If a trip test is required this must be done during warm weather. A full flow trip test may cause the system to leak the same day or in the future which is beyond our control. Any leaks that may occur would be fixed on a time and material basis or under a separate quoted price.*

Per NFPA 24 - 2014 (3.6.4) all piping that can be isolated by a separate control valve, flow switch and drain is considered to be another sprinkler system. This condition is common to wet systems in high rise buildings, some industrial buildings and buildings that have remote dry or antifreeze systems supplied by the wet sprinkler system. For wet systems only half of these individual systems in the same structure must be assessed once every 5 years. If this applies to your building the cost is reflected in the quotation.

Dry system assessments will always cost more than wet system assessments due to the difficulty in accessing the very specific inspection points which frequently requires 2 men and the time involved with draining and restoring air pressure.



A Maine Company Serving Maine People

DATE: 11/17/2021

TO: City of Biddeford

SUBJECT: Community Center Fire Protection

**WE ARE QUOTING FOR FIRE PROTECTION INSTALLATION
PER SPECIFICATIONS DATED 9/30/2021**

**SECTION --- FIRE PROTECTION
ADDENDUMS --- #1 SEEN AND NOTED**

OUR PRICE TO FURNISH AND INSTALL IS: \$31,998.00

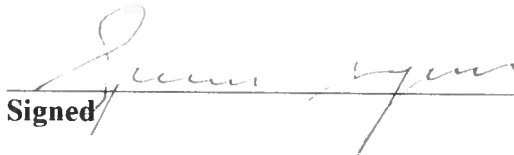
This proposal includes:

- Replacement of 6" Grinnell model F302 Dry pipe valve
- Replacement of 6" OS&Y Valve and associated piping in sprinkler valve room
- Fire safety maintenance throughout the project
- Replacement of Fire Department Connection and piping
- Replacement of wet pipe system 6" OS&Y control valve
- Replacement of main drain piping and gauge assemblies in sprinkler valve room
- Pressure testing of FDC and associated piping
- Wiring of new flow and tamper switches
- Wiring of new air compressor
- Internal inspections of the wet and dry sprinkler systems
- Full trip test of the dry pipe valve
- Any leaks that develop will be repaired on a time and material basis
- Internal inspections to be performed as follows:
 - Wet system:
 - Open one flushing connection at the end of one main
 - Remove one end fitting or sprinkler head at the end of one branch line
 - Dry system:
 - Open one flushing connection at the end of one main
 - Remove one end fitting or sprinkler head at the end of one branch line
 - Both system inspections to be at the most remote location of the system as possible

PRICE QUOTE: Dry Sprinkler System Riser Replacement

<u>Item No.</u>	<u>Units</u>	<u>Per Unit</u>	<u>In Words</u>	<u>Figures</u>
1.	1.0	lump sum	Thirteen Thousand Six Hundred Forty-Nine Dollars -----	\$13,649.00 -----

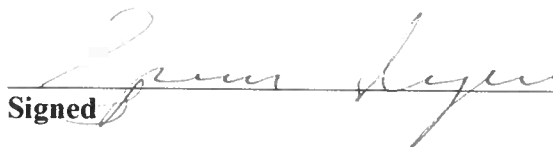
TOTAL AMOUNT Thirteen Thousand Six Hundred Forty-Nine Dollars \$13,649.00

Signed  November 18, 2021
Date

PRICE QUOTE: Fire Department Connection piping Replacement

<u>Item No.</u>	<u>Units</u>	<u>Per Unit</u>	<u>In Words</u>	<u>Figures</u>
1.	1.0	lump sum	Nine Thousand Seven Hundred Ninety-Six Dollars -----	\$9,796.00 -----

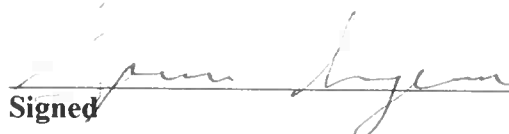
TOTAL AMOUNT Nine Thousand Seven Hundred Ninety-Six Dollars \$9,796.00

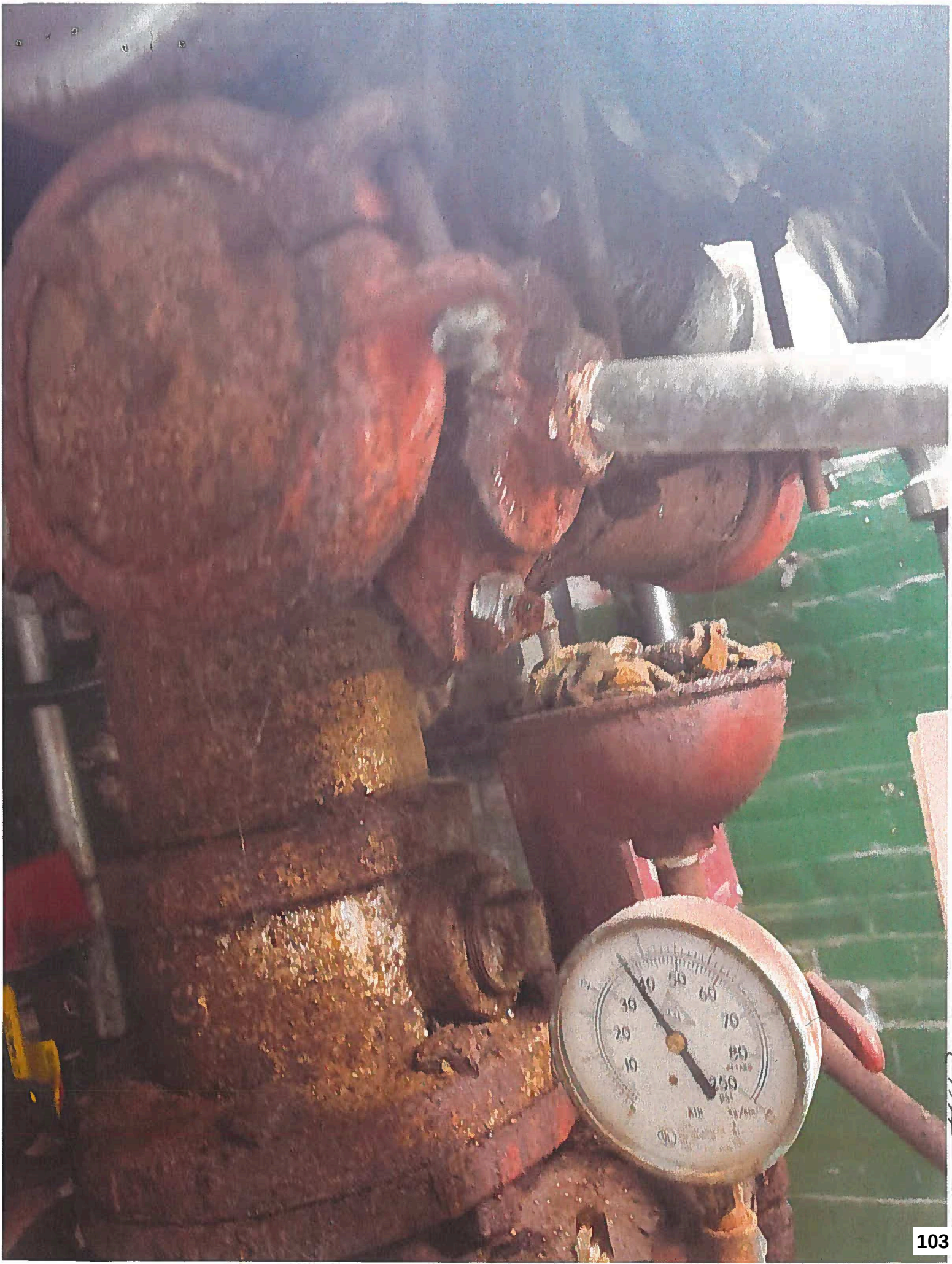
Signed  November 18, 2021
Date

PRICE QUOTE: Wet Sprinkler System OS&Y Gate Valve Replacement

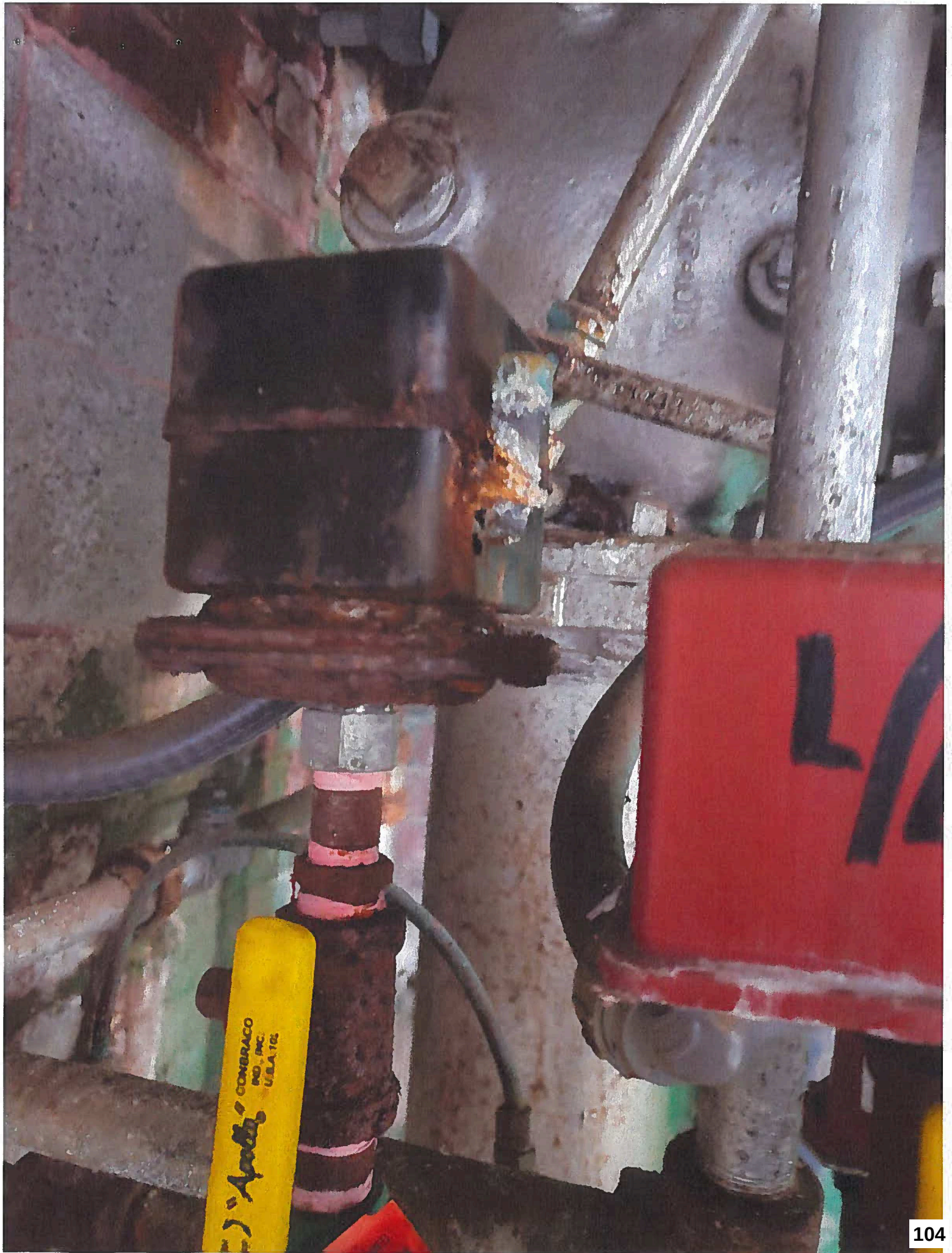
<u>Item No.</u>	<u>Units</u>	<u>Per Unit</u>	<u>In Words</u>	<u>Figures</u>
1.	1.0	lump sum	Eight Thousand Five Hundred Fifty-Three Dollars -----	\$8,553.00 -----

TOTAL AMOUNT Eight Thousand Five Hundred Fifty-Three Dollars \$8,553.00

Signed  November 18, 2021
Date



#47



CONRAGO
IND., INC.
U.S.A. 102



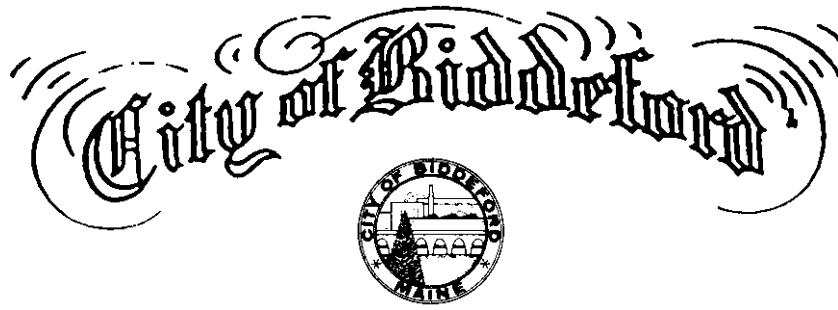
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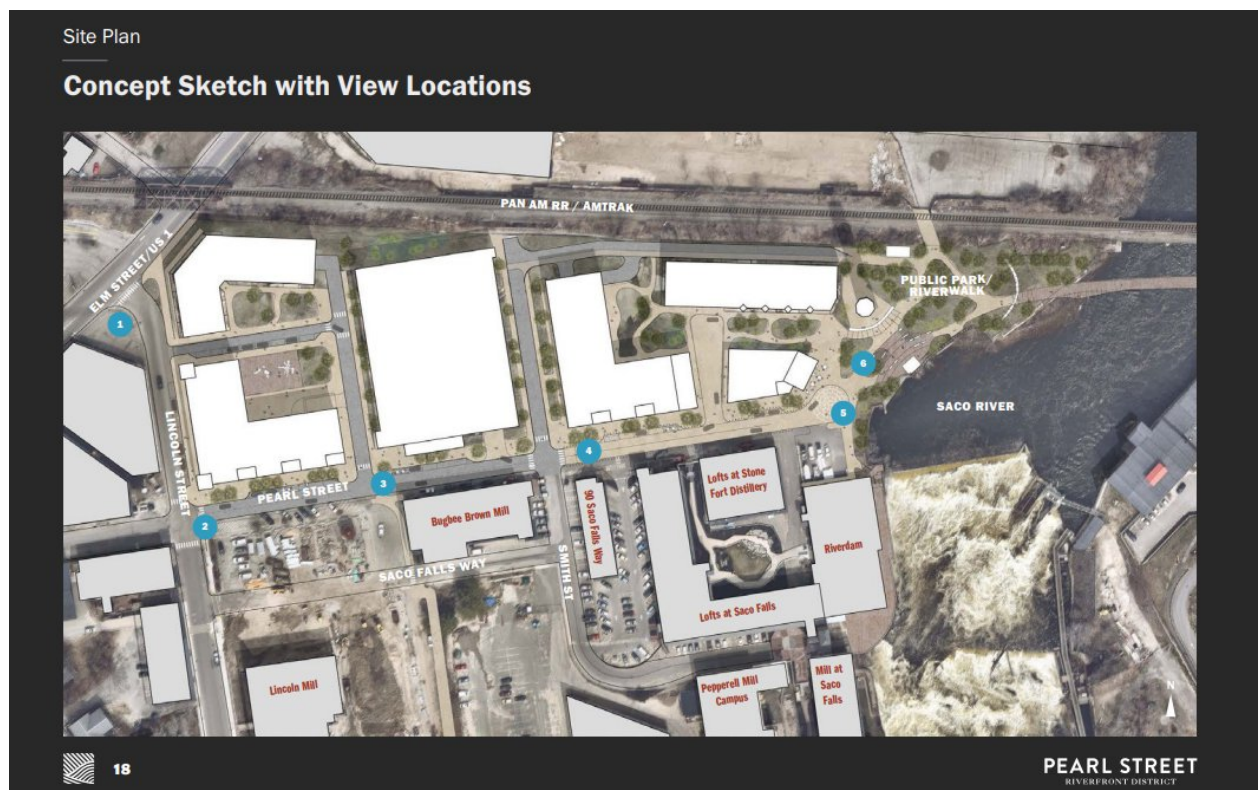
2021.134

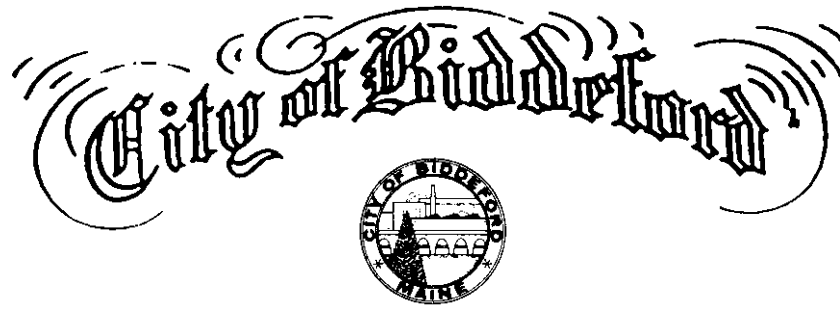
IN BOARD OF CITY COUNCIL..DECEMBER 21, 2021

BE IT ORDERED, that the City Council approves the Preliminary Concept Plan submitted by 3-Lincoln LLC (the Fathom Company and partners) for the redevelopment of the so-called “MERC site” at 3 Lincoln Street, substantially in the form represented in the attached concept plan and consistent with the Master Plan Development Agreement, signed on November 13, 2020 and subject to the following conditions:

1. *The City of Biddeford will coordinate the DEP Shoreland Zoning amendment to allow the density proposed for the Pearl Street Riverfront District. This approval will allow the Site Plan Application for Lot 3 to be submitted and avoid further delays to the permitting process due to the existing amendment.*
2. *The timeline outlined in the Master Plan Development Agreement (Section 1.3 Project Schedule) will not start until the DEP Shoreland Zoning amendment is approved to allow the density proposed for the Pearl Street Riverfront District in the Preliminary Concept Plan and Lot 3 Site Plan Application.*

Preliminary Concept Plan:

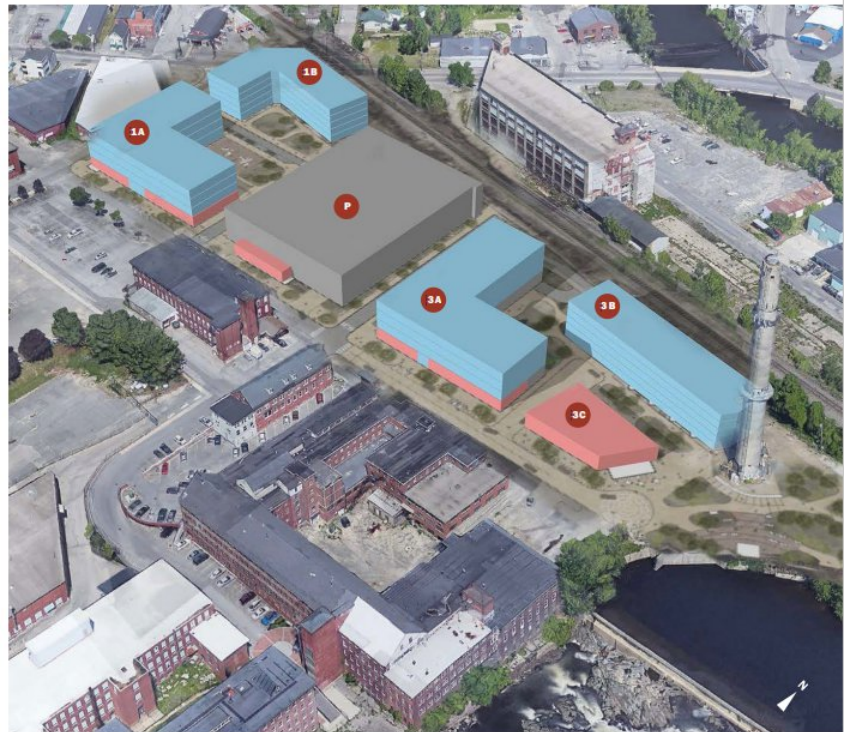


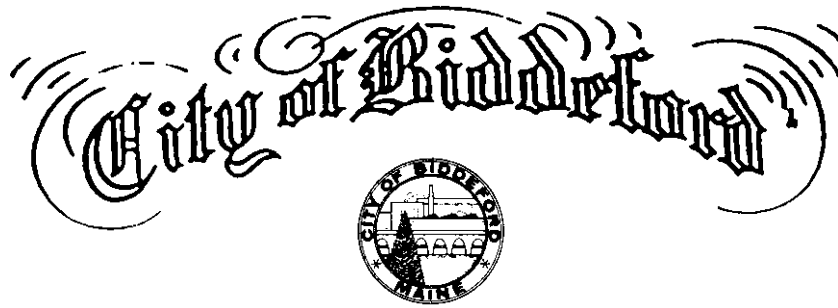


Site Plan

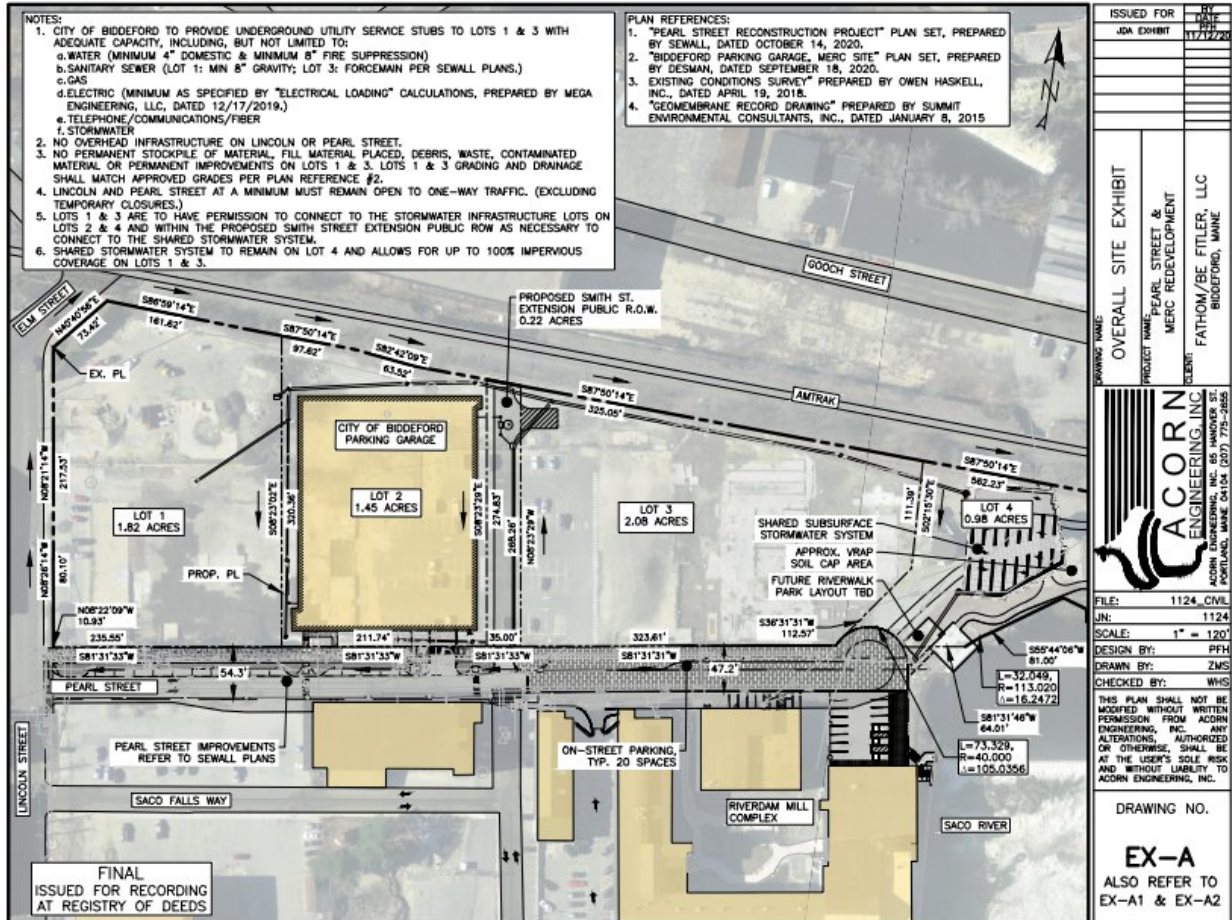
Potential Development Program

- 1A Building 1A**
Floorplate 21,000SF; 3-5 stories; 60,000-100,000SF gross
- 1B Building 1B**
Floorplate 14,500SF; 3-5 stories; 43,500-72,500SF gross
- P Public Parking Structure & Transportation Hub**
Retail, bike parking; 1 story; 1,000-1,500SF gross
- 3A Building 3A**
Floorplate 22,500SF; 3-5 stories; 67,000-112,500SF gross
- 3B Building 3B**
Floorplate 12,500SF; 3-5 stories; 37,000-62,500SF gross
- 3C Building 3C**
Retail/Dining Floorplate 6,500SF; 1-2 stories; 6,500-13,000SF gross





Survey of Property



Biddeford City Council

Meeting Date: December 21, 2021
Meeting Time: 6:00 pm
Agenda Item No: 2021.134
Item Description: Preliminary Concept Approval, 3 Lincoln LLC
Submitted by: Mathew Eddy, Planning and Development

Supporting Information/Documentation:

[Council Order/Background Materials: Master Plan Agreement 3 Lincoln Street \(Fathom Company\):](https://biddeford.granicus.com/player/clip/514?view_id=1&meta_id=40702&redirect=true)

https://biddeford.granicus.com/player/clip/514?view_id=1&meta_id=40702&redirect=true

[Fathom Power Point Presentation: 8-03-2021 Workshop-Fathom Pearl Street Concept.pdf \(legistarweb-production.s3.amazonaws.com\)](https://legistarweb-production.s3.amazonaws.com/8-03-2021_Workshop-Fathom_Pearl_Street_Concept.pdf)

[3 Lincoln Concept Plan Workshop Council Memo: Converted from C:\Windows\Temp\ufc\conversion-3182946\input.docx to C:\Windows\Temp\ufc\conversion-3182946\output.pdf by EasyPDFConvert.exe version 17.12.8.0 at 2021-07-28 17:46:02Z \(legistarweb-production.s3.amazonaws.com\)](https://legistarweb-production.s3.amazonaws.com/3_Lincoln_Concept_Plan_Workshop_Council_Memo_Converted_from_C:\Windows\Temp\ufc\conversion-3182946\input.docx_to_C:\Windows\Temp\ufc\conversion-3182946\output.pdf_by_EasyPDFConvert.exe_version_17.12.8.0_at_2021-07-28_17:46:02Z)

Attached by Email Package to the City Council: Signed Master Plan Development Agreement

Key Terms:

Master Plan Agreement: an agreement, sometimes also known as a joint development agreement, between the City and a Developer to develop property collaboratively.

MERC: Maine Energy Recovery Company

No Residential Density Restrictions Discussion: the underlying MSRD 3 district has no density restrictions, except in the General Development Zone 1 of the Shoreland Zoning Overlay District. Within the MSRD 3 and Shoreland District, one can redevelop existing mill buildings with no density restrictions. For vacant land, the density is limited to 1 unit per 40,000 s.f., creating a conflict for the redevelopment of the MERC site (within 250 of the Saco River). The City has asked permission from the Maine Department of Environmental Protection to permit no density restrictions based on existing conditions and practice related to existing structures. We are awaiting its final approval.

Transportation Movement Permit (TMP). Transportation movement permit required by the Maine Department of Transportation for any qualifying development

The City of Biddeford is an Equal Opportunity/Affirmative Action Employer

project. 3 Lincoln, Saco Lowell/Gooch Street, and Diamond Match will all require a TMP.

Executive Summary:

3 Lincoln LLC, also known as the Fathom company (Jim Brady) and Brian Eng, is asking to begin the development process for 3 Lincoln Street (the former MERC site). This requires approval by the City Council of the Preliminary Concept Plan to start the process. The approval will also, as a result of triggering the JDA, give Fathom standing in front of the Planning Board and DOT, allowing their applications to proceed. The preliminary concept plan is the first part of a 3-phase process the Developers and City must follow together in the redevelopment of the MERC site (see attached signed master plan agreement). Fathom has asked that the clock start for phase II and III be delayed until the City receives approval for eliminating residential density restrictions in the Shoreland Zoning District portion of this property.

Detailed Review:

3 Lincoln LLC (Fathom) requests as a condition of approval that the development clock be delayed until the city received approval for no residential density restrictions in the Shoreland Zone, General Development District. The City Council is asked to approve the Preliminary Concept Plan for the redevelopment of the MERC site presented by 3 Lincoln LLC, aka the Fathom Company and partner (Brian Eng). The approval will permit Fathom to have standing in front of the Planning Board and DOT, to begin that longer, technical review process.

The Master Plan Development Agreement requires that a clock begin for performance at the time the preliminary concept plan receives approval. That clock is as follows:

1. Within 6 months of written notice of the preliminary concept plan approval, the city will work with the developer on Site Concept Plans in greater detail;
2. Within 6 months of the Site Concept Plan approval, the developer shall proceed with all necessary governmental approvals (for example, site plan approval by the Planning Board; Transportation Movement Permit (TMP) by Maine Department of Transportation).

The Planning Board and TMP approvals can take time and can create conflicts within the timeframe identified above. Thus, staff is recommending the conditional approval for the preliminary concept plan be granted and that the JDA development clock be delayed until the City receives approval from the Department of Environmental Protection for no density restrictions Shoreland Zoning District, General Development Zone 1.

This will permit Fathom to proceed with development of site concept plans of Lot 3 of the site (a residential condominium building, a market rate residential building, and a restaurant/retail building). It will allow certain application processes to start in advance of the DEP approval, including planning board review and the TMP by giving Fathom standing in front of those Boards.

The preliminary concept plan of the master plan contemplates 5 free standing buildings, 2 buildings residing on Lot 1 and 3 on Lot 3 (see attached concept plan below). The buildings on Lot 3 are further along in design. The Preliminary Concept building program is as follows:

Building 1A: floorplate of 21,000 s.f., 3-5 stories, 60-100,000 s.f. gross. Mixture of uses to include on-street retail and service, office and residential space in the upper floors.

Building 1B: floorplate 14,500 s.f., 3-5 stories, 43,500-72,000 s.f. gross. Mixture of uses to include on-street retail and service, office and residential space in the upper floors.

Building 3A: floorplate 22,500 s.f., 3-5 stories, 37-62,500 s.f. gross. Mixture includes an 83-unit condominium and approximately 3,000 s.f. in on-street commercial space; some underground parking included.

Building 3B: floorplate 12,500 s.f., 3-5 stories, 37-62,500 s.f. gross. Mixture of uses includes approximately 100 units of market rate rental housing, some first floor commercial space.

Building 3C: Retail/dining floorplate 6,500, 1-2 stories; 6,-13,000 s.f. gross. Mixture of uses includes a restaurant/brew pub with outdoor seating.

It is the intent of the developers to begin construction on Lot 3 in 2022. To do so, portions of the planning and design process need to proceed in advance of the DEP approval for no density restrictions. Staff is confident that the “no-density restrictions” will be approved by DEP.

Funding Source:

N/A

Staff Recommendation:

Staff recommends approval.

Master Plan Development Agreement

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

RECITALS

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

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

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

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

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

AGREEMENT

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

ARTICLE I
GENERAL TERMS & COMMITMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II PURCHASE OPTION

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

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

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

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

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

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

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

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

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

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

ARTICLE III RESPONSIBILITIES OF PARTIES

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

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

3.1.1 Perform its obligations pursuant to Article I hereof.

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

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

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

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

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

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

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

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

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

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

3.2.5 The City and Maine Energy Recovery Company, LP, the former owner of the Site, pursuant to a Voluntary Response Action Plan ("VRAP"), completed environmental remedial actions on the Site resulting in a Maine Department of Environmental Protection Certification of Completion of a Voluntary Response Action Plan. The Certification of Completion is recorded in the York County Registry of Deeds in Book 17072, Page 169. Developer recognizes and agrees that the Certification of Completion and the Declaration of Environmental Covenant recorded in the York County Registry of Deeds in Book 17098, Page 898 imposes certain covenants, conditions and restrictions on the Site that are binding upon Developer and its successors and assigns. Developer agrees that the Certification of Completion is satisfactory evidence that all required environmental remediation on the Site was completed as of the date of the Certification of Remediation and that the City's obligations to complete any additional environmental remediation at the Site required in order to allow for the development of the Site contemplated hereby, including the financing of such development with financial institutions, is limited to environmental conditions occurring after the date of the Certification of

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

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

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

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

3.2.9 The City will work with the Developer to identify a full range of financial, tax, and development incentives for the redevelopment of the Site; provided, that the City's obligations under this Section 3.2.9 are subject to the Developer's cooperation in providing reasonably requested financial and project-level information. Any such financial information provided by the Developer shall be treated as confidential information pursuant to this Agreement and as confidential business information to the extent allowed by law and protected as such.

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

3.3 Joint Party Responsibilities.

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

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

3.3.3 Cooperation: In addition to the actions recited herein and contemplated to be performed, executed and delivered by each Party, each Party shall perform, execute and deliver or cause to be performed, executed and delivered hereafter any and all further acts, deeds and assurances as the other Party may reasonably require to consummate or evidence the consummation of the transaction and/or the discharge of the obligations contemplated herein. The City and the Developer shall use reasonable efforts to coordinate the timing and installation/construction of all offsite improvements, if any, required in connection with the development of the Project.

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

ARTICLE IV LIMIT OF LIABILITY

Notwithstanding any other provision of this Agreement, in no event shall the Parties or any of their Affiliates, by reason of any of their respective acts or omissions relating to the development, negotiation, design, financing, ownership, construction, operation or maintenance of the Project, or relation to any of their obligations under this Agreement, be liable whether in contract, tort, misrepresentation, warranty, negligence, strict liability, or otherwise for any special, indirect, or consequential damages arising out of or in connection with this Agreement, or the performance, non-performance or breach thereof.

ARTICLE V
INDEMNIFICATION

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

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

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

ARTICLE VI
DEFAULT AND REMEDIES

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

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

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

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

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

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

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

ARTICLE VII REPRESENTATIONS AND WARRANTIES

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

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

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

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

7.1.4 the execution and delivery of this Agreement by such Party and the performance of the terms, covenants and conditions contained herein will not violate the articles of incorporation or by-laws of such Party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either Party is bound.

ARTICLE VIII FORCE MAJEURE

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

ARTICLE IX
MISCELLANEOUS

9.1 Right to Require Performance. The failure of either Party at any time to require performance by the other Party of any provisions hereof shall in no way affect the right of such Party thereafter to enforce same. Nor shall waiver by either Party of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.

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

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

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

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

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

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

9.7 No Oral Modifications. This Agreement may not be amended or terminated orally. This Agreement and all the covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Except for an affiliated single purpose entity organized by the Developer to construct and operate the Project, neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated by any Party, without the prior written consent of the other Party. This Agreement is not intended to confer any rights or benefits to any entity other than to the City and to the Developer, its affiliate entity organized to construct and operate the Project, and its affiliates.

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

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

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

City	City of Biddeford c/o James A. Bennett, (or the then current) City Manager P.O. Box 586 205 Main Street Biddeford, Maine 04005
With a copy to	Keith R. Jacques, Esq. Woodman Edmands Danylik Austin Smith & Jacques, P.A. P.O. Box 468 234 Main Street Biddeford, Maine 04005
Developer	3 Lincoln LLC

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

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

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

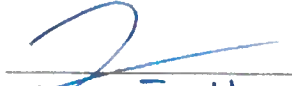
9.12 Severability. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that the Agreement shall be reformed to replace such stricken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

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

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

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of this
17 day of Nov, 2020.


Witness Jonathan Benoit

DEVELOPER:
3 Lincoln, LLC

By: 
Its: Manager


Witness

CITY OF BIDDEFORD

By: 
Name: James A. Bennett
Title: City Manager

City of Biddeford, Maine

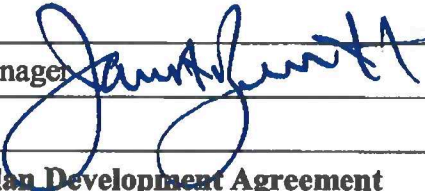


The Office of
City Manager

James A. Bennett

Email: jbennett@biddefordmaine.org

MEMORANDUM

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

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

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

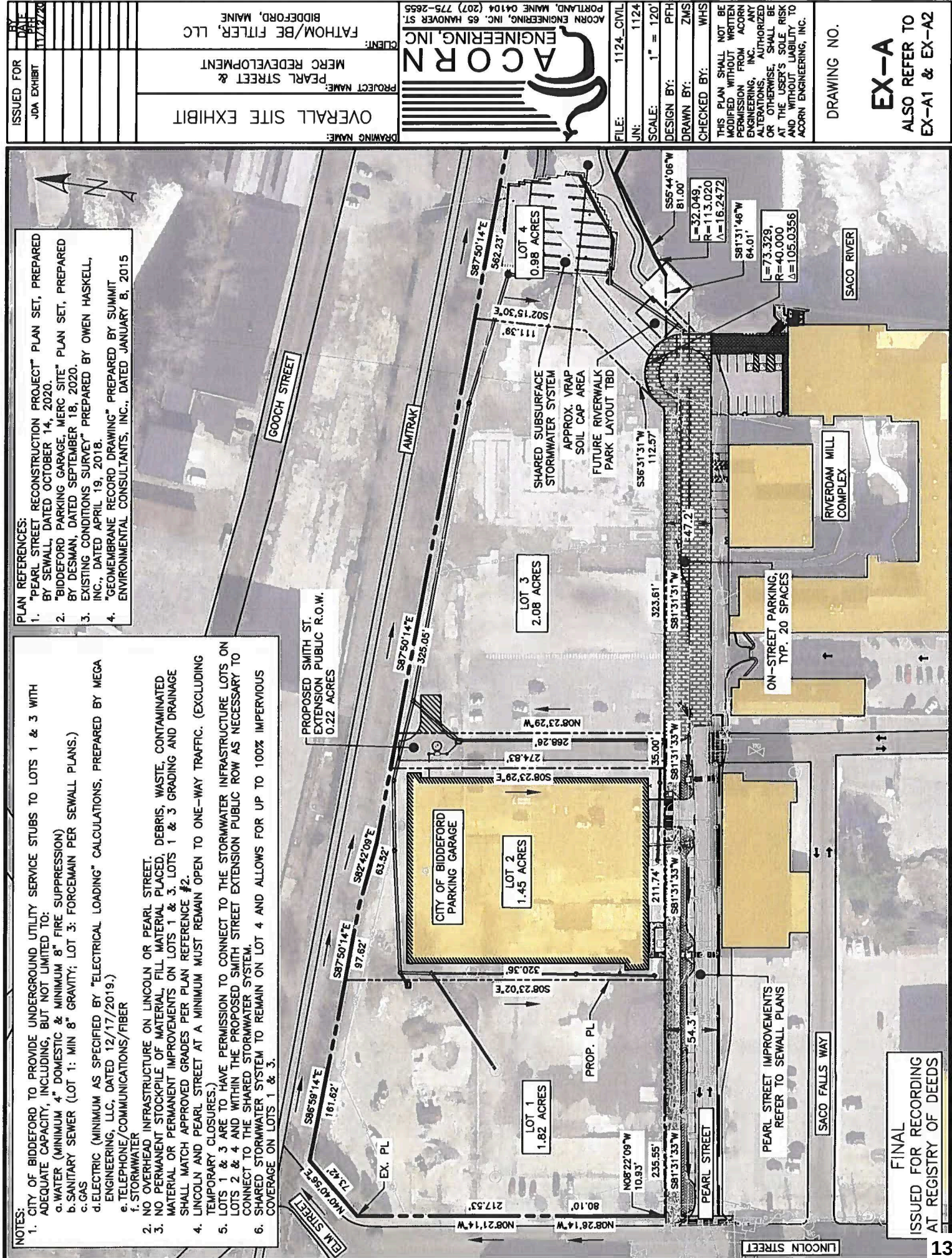
Finally, nothing within the agreement, nor within this memo prohibits the parties to mutually extend any deadline contained within the agreement. Any extension shall be done in writing.

Exhibit A
Site Plan

[insert Site Plan]

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

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



DRAWING NAME: OVERALL SITE EXHIBIT

PROJECT NAME: PEARL STREET & MERC REDEVELOPMENT

CLIENT: FATHOM/BE FITLER, LLC
BIDDEFORD, MAINE

ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC. 65 HANOVER ST. PORTLAND, MAINE 04104 (207) 775-2655

FILE: 1124_CIVIL
JUN: 1124
SCALE: 1" = 120'
DESIGN BY: PFH
DRAWN BY: ZMS
CHECKED BY: WHS

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

DRAWING NO.

EX-A

ALSO REFER TO EX-A1 & EX-A2

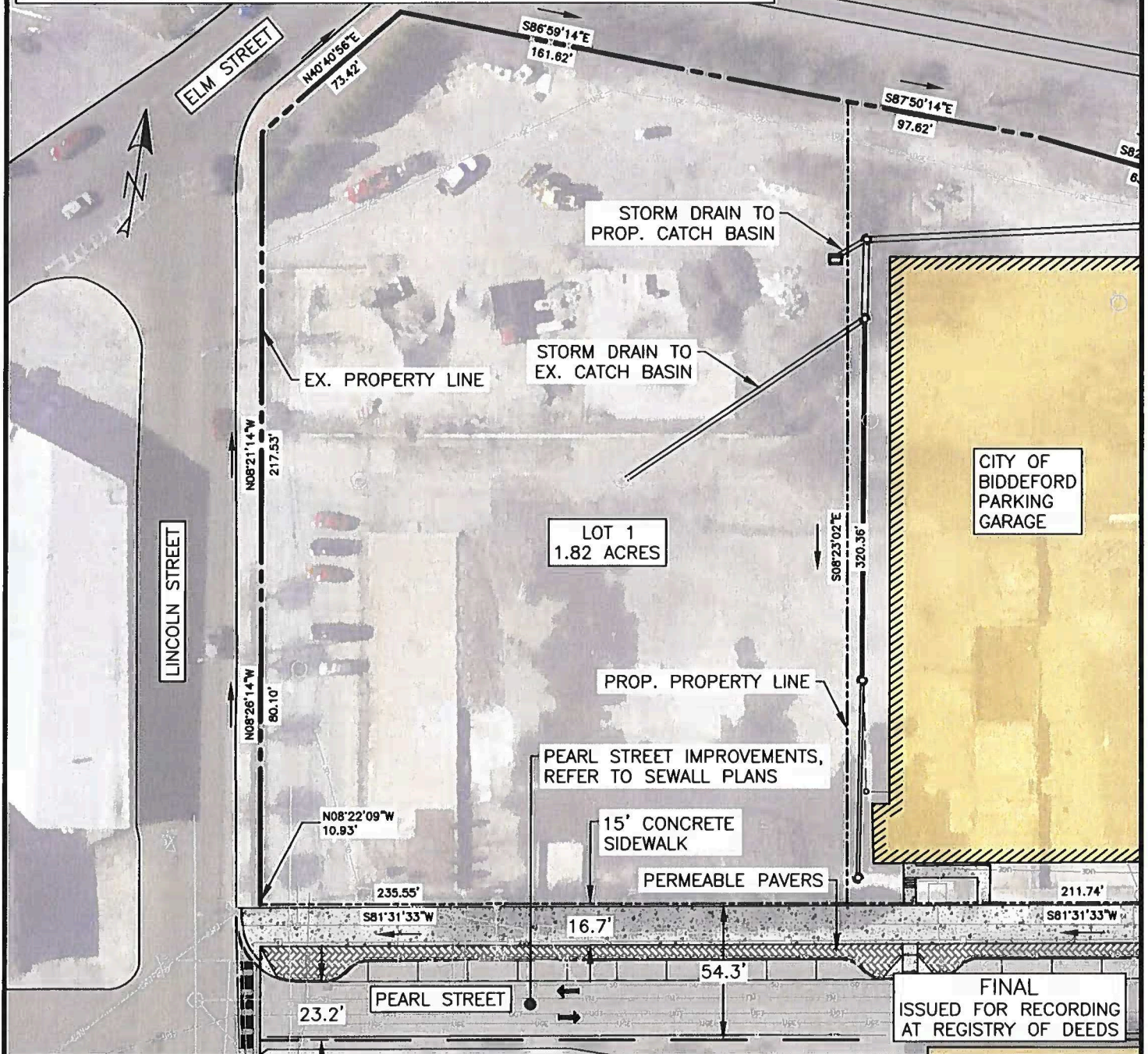
FINAL
ISSUED FOR RECORDING
AT REGISTRY OF DEEDS

NOTES:

- CITY OF BIDDEFORD TO PROVIDE UNDERGROUND UTILITY SERVICE STUBS TO LOTS 1 & 3 WITH ADEQUATE CAPACITY, INCLUDING, BUT NOT LIMITED TO:
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FILE: 1124_CIVIL
DATE: 11/12/20
JN: 1124
SCALE: 1" = 60'
DESIGN BY: PFH
DRAWN BY: ZMS
CHECKED BY: WHS



DRAWING NAME:
LOT 1 EXHIBIT
PROJECT NAME:
PEARL STREET & MERC REDEVELOPMENT
CLIENT:
FATHOM/BE FITLER, LLC
BIDDEFORD, MAINE

ISSUED FOR	BY
JOA EXHIBIT	DATE
	11/12/20

DRAWING NO.
EX-A1

ALSO REFER TO EX-A & EX-A2

PLAN REFERENCES:

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ISSUED FOR	DATE	BY
JDA EXHIBIT	11/17/20	PH
PROJECT NAME: LOT 3 EXHIBIT		
CLIENT: FATHOM/BE FILTER, LLC		
PROJECT NAME: PEARL STREET & MERC REDEVELOPMENT		
CLIENT: ACORN ENGINEERING, INC.		
ACORN ENGINEERING, INC. 65 HANOVER ST. PORTLAND, MAINE 04104 (207) 775-2855		
FILE:	1124_CIVIL	JN:
SCALE:	1" = 60'	DESIGN BY:
DRAWN BY:	ZMS	CHECKED BY:
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DRAWING NO. EX-A2		
ALSO REFER TO EX-A & EX-A1		

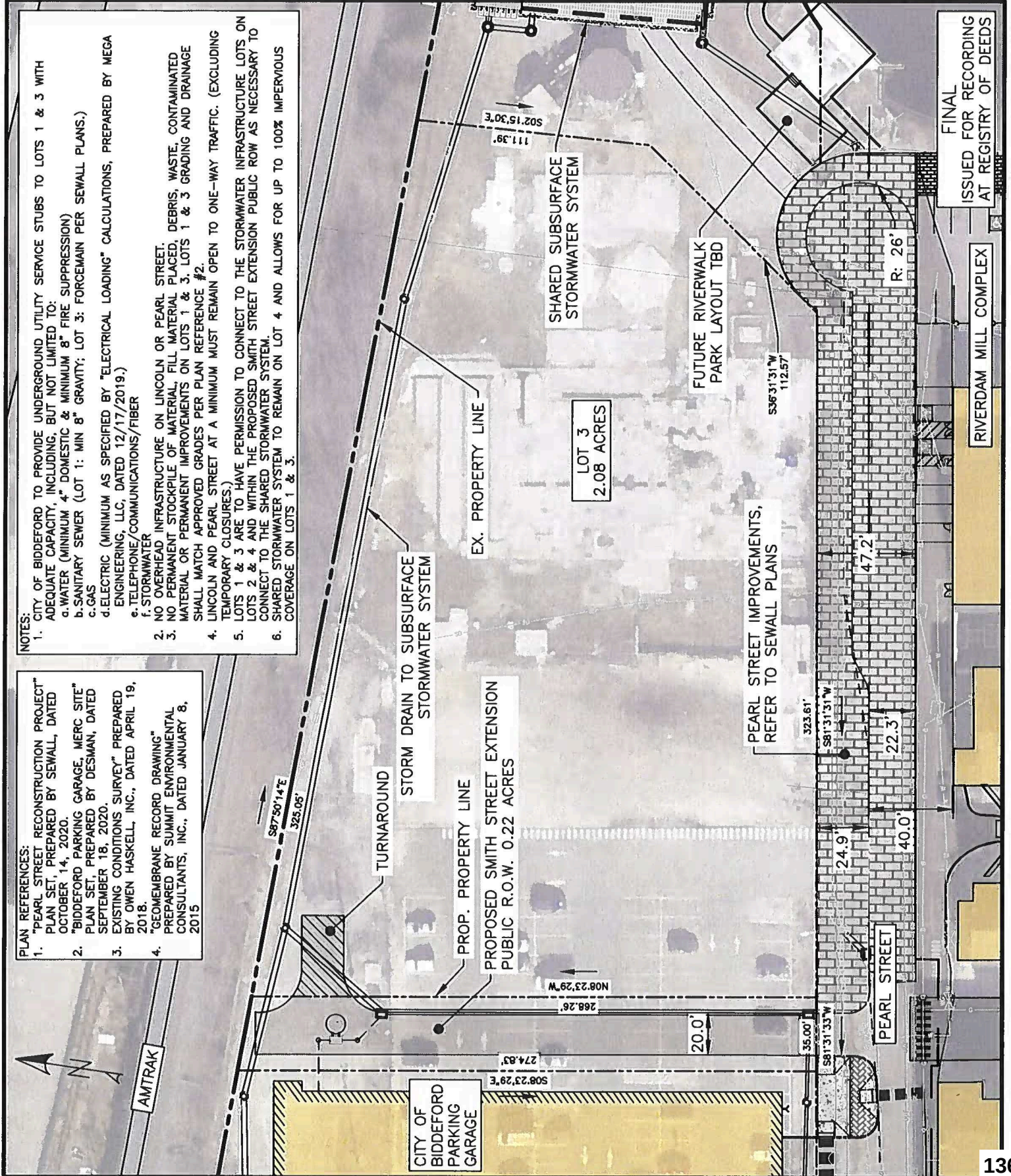
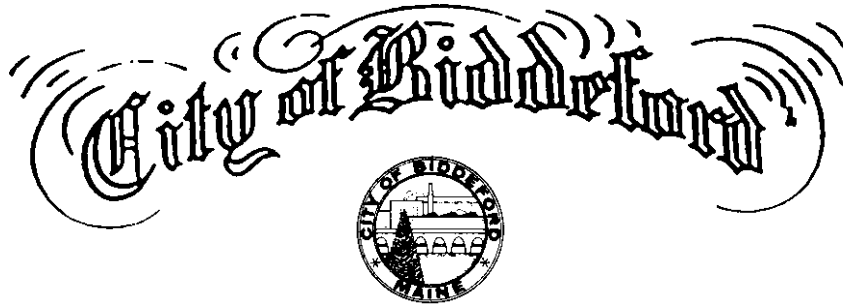


Exhibit B
Legal Description

[insert legal description of Site]

Exhibit C
Environmental Clearances



2021.135

IN BOARD OF CITY COUNCIL...DECEMBER 21, 2021

**RESOLUTION AUTHORIZING PUBLIC JUSTIFICATION FOR EXPENDING
ARPA FUNDS FOR COVID-19 PREMIUM PAY ABOVE 150% OF STATE OR
COUNTY MEDIAN PAY**

WHEREAS, the City Council of Biddeford, Maine, has been awarded U.S.
Department of Treasury Coronavirus Local Fiscal Recovery Funds (the
Funds); and

WHEREAS, the terms and conditional of the award specify certain eligible uses for the
Funds including but not limited to premium pay for eligible workers; and

WHEREAS, “eligible workers” means ***workers needed to maintain continuity of operations of essential critical infrastructure sectors, including health care; emergency response; sanitation, disinfection, and cleaning work; maintenance work; grocery stores, restaurants, food production, and food delivery; pharmacy; biomedical research; behavioral health work; medical testing and diagnostics; home and community-based health care or assistance with activities of daily living; family or child care; social services work; public health work; vital services to Tribes; any work performed by an employee of a State, local, or Tribal government; educational work, school nutrition work, and other work required to operate a school facility; laundry work; elections work; solid waste or hazardous materials management, response, and cleanup work; work requiring physical interaction with patients; dental care work; transportation and warehousing; work at hotel and commercial lodging facilities that are used for COVID–19 mitigation and containment; work in a mortuary; work in critical clinical research, development, and testing necessary for COVID–19 response.*** (emphasis added); and

WHEREAS, the City of Biddeford agrees with the concept of premium pay for all
employees required to work during the State of Emergency as designated
by the Governor of Maine and has made such payments retroactively in
the amount of \$2,250 or portion thereof based on hours worked; and

WHEREAS, certain persons employed by the City of Biddeford fall within one or more
categories as eligible workers, including but not limited to personnel at the
Fire Department, Police Department, Public Works Department (solid
waste, street maintenance, and wastewater); and

WHEREAS, a local government's premium pay program should target low- and moderate-income employees, may not exceed \$13.00/hr or a maximum of \$25,000 and if premium pay increases an eligible employee's total wages and remuneration above 150% of the State's average annual wage for all occupations or for the county's average annual wage, whichever is higher, the local government is required to provide an additional written justification to US Treasury and the public on how granting premium pay to these employees responds to eligible workers performing essential work; and

WHEREAS, the higher of 150% of the state or county average annual wage is the county wage of \$77,679 (at 150%); and

WHEREAS, the compensation for certain employees classified as eligible workers exceeds 150% of the county annual average wage with premium pay; and

WHEREAS, the City of Biddeford intends to draw upon the Funds for premium pay to these employees;

NOW, THEREFORE, BE IT RESOLVED, that the Biddeford City Council and Mayor publicly state that premium pay for eligible employees above 150% of the average annual wage for York County (the threshold) is responsive to these employees performing essential work during the public health emergency as follows:

1. Employees of the City of Biddeford with compensation above 150% of the threshold faced the same Coronavirus exposures in the workplace as their counterparts receiving premium pay with total compensation less than 150% of the threshold.
2. Employees of the City of Biddeford with compensation above 150% of the threshold faced the same Coronavirus-related personal expenses as their counterparts receiving premium pay with total compensation less than 150% of the threshold.
3. As employment is a choice, the absence of the City employees receiving premium pay above 150% of the threshold from the workforce would have caused a significant interruption in critical municipal services during the pandemic.



City Council

Meeting Date: December 21, 2021

Meeting Time: 6:00 pm

Agenda Item No: 9.n.

Item Description: 2021.135) Resolution/Authorization Public Justification for Expending ARPA Funds for COVID-19 Premium Pay above 150% of State or County Median Pay

Submitted by: Brian S. Phinney, COO

Supporting Information/Documentation:

N/A

Key Terms:

ARPA – America Rescue Plan Act of 2021. Also referred to as the COVID-19 Stimulus Package.

U.S. Department of Treasury Coronavirus Local Fiscal Recovery Funds – the actual allocation mechanism under ARPA for grant distributions to states and municipalities.

Executive Summary:

.]

Detailed Review:

In the spring of 2021, the U.S. Department of Treasury released \$9,759,098 in Coronavirus Local Fiscal Recovery Funds (CLFR) to the City of Biddeford under the American Rescue Plan Act (ARPA). The CLFR Funds are payable in two tranches with the first in the spring of 2021 and the second due in the spring of 2022. As a service center community the grant came as a non-competitive award.

The terms and conditional of the award specify certain eligible uses for the CLFR Funds including but not limited to premium pay for eligible workers. In general the term “eligible workers” includes *workers needed to maintain continuity of operations of essential critical infrastructure sectors, including health care; emergency response; sanitation, disinfection, and cleaning work; maintenance work; grocery stores, restaurants, food production, and food delivery; pharmacy; biomedical research; behavioral health work; medical testing and diagnostics; home and community-based health care or assistance with activities of daily living; family or child care; social services work; public health work; vital services to Tribes; any work performed by an employee of a State, local, or Tribal government; educational work, school nutrition work, and other work required to operate a school facility; laundry work; elections work; solid waste or hazardous materials management, response, and cleanup work; work requiring physical interaction with patients; dental care work;*

transportation and warehousing; work at hotel and commercial lodging facilities that are used for COVID–19 mitigation and containment; work in a mortuary; work in critical clinical research, development, and testing necessary for COVID–19 response.

Based on this definition, premium pay (the bonus paid to employees this November in the amount of \$2,250, or portion thereof based on hours worked, calculated at \$125/month for 18-months) is an eligible expense for the majority of the outward facing fire, police, and public works staff with the remainder covered by the established reserve. Calculations are being performed and double-checked to verify only appropriate eligible charges go against the CLFR Funds. Any errors in this calculation will warrant repayment of the ineligible charges.

The specific rules associated with use of CLFR Funds for premium pay include, but are not limited to:

- Premium pay may not exceed \$13.00/hr or a maximum of \$25,000; and
- if premium pay increases an eligible employee's total wages and remuneration above 150% of the State's average annual wage for all occupations or for the county's average annual wage, whichever is higher, the local government is required to provide an additional written justification to US Treasury and the public on how granting premium pay to these employees responds to eligible workers performing essential work.

We have seen evolving guidance on various aspects of the ARPA, which has a potential impact on compliance. The City provided the so called "Covid bonus" retroactively and made the payout in calendar year 2021. Since the City operates on a fiscal year basis, we have reviewed the bonus four ways in order to be abundantly conservative regarding compliance. First, we reviewed salaries for the fiscal year ending FY20 and added one third of the bonus (equivalent to 6-months of FY2020). Second, we reviewed salaries for the fiscal year ending FY21 and added two thirds of the bonus (equivalent to 12-months of FY2021). Third, we reviewed salaries for the fiscal year ending FY21 and added the entire bonus (equivalent to 18-months of retroactive bonus). Finally, we evaluated base pay in excess of 150% of the average county salary regardless of bonus pay as a floor threshold. In all cases, there were one or more instances when the 150% threshold was exceeded.

To be clear, a municipality is not prohibited from using such funds for premium pay in excess of the 150% threshold. An exceedance does however trigger the requirement that a grant recipient make public and document how such a payment is responsive to the employees performing essential work during the public health emergency.

The attached resolution serves to memorialize the justification. Specifically,

1. That employees of the City of Biddeford with compensation above 150% of the threshold faced the same Coronavirus exposures in the workplace as their counterparts receiving premium pay with total compensation less than 150% of the threshold.
2. That employees of the City of Biddeford with compensation above 150% of the threshold faced the same Coronavirus-related personal expenses as their counterparts receiving premium pay with total compensation less than 150% of the threshold.
3. As employment is a choice, the absence of the City employees receiving premium pay above 150% of the threshold would have caused a significant interruption in critical municipal services during the pandemic.

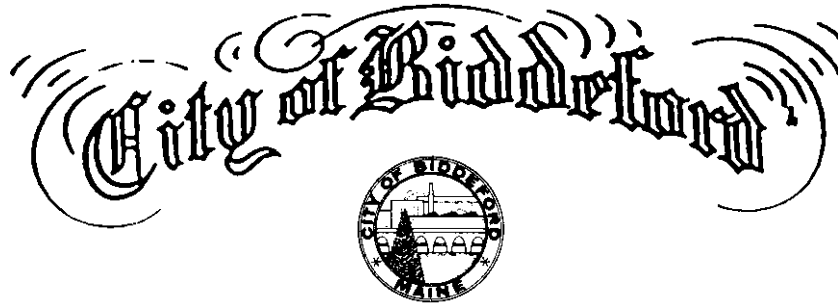
The specific mechanism for making the rationale “public” is not defined per se. The use of a resolution makes the rationale both public and official. The rationale will also be submitted to the U.S. Treasury as a requirement for annual reporting.

Funding Source:

N/A

Staff Recommendation:

Request adoption of the resolution as presented.



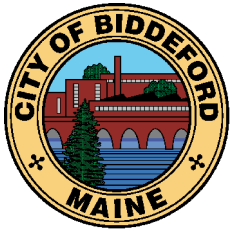
2021.136 **IN BOARD OF CITY COUNCIL..DECEMBER 21, 2021**
BE IT ORDERED, that the City Manager be authorized to sell by sealed bid process the following tax acquired properties:

1. 120 Proctor Rd, Parcel #0030170080
2. 312 Guinea Rd, Parcel #0800010000
3. Pool St (Off of), Parcel #0050370000
4. 680 Pool St, Parcel #0100470000
5. 30 Old Alfred Rd, Parcel #0020630000

The City Council hereby directs that the City hold title to the below listed properties and directs the Tax Assessor to revise the property tax cards to list the City of Biddeford as record owner of the properties. The Council further directs that unpaid taxes, interest and any associated lien fees on the properties be written off. The properties will now be listed as tax acquired property as an asset:

1. 49 Center St, Parcel #0381680000
2. 42 Center St, Parcel #0130050000
3. 4 Fortunes Rock Rd, Parcel #0630460000

NOTE: The Finance Committee reviewed this item on November 16, 2021 and voted to recommend it to the City Council for approval.



City of Biddeford

Nichole Wood

Finance Director

Nichole.Wood@Biddefordmaine.org

MEMORANDUM

TO:	
FROM:	Nichole Wood, Finance Director 
DATE:	December 17, 2021
RE:	Foreclosed Properties

The City of Biddeford has acquired the following properties by virtue of tax lien foreclosures. The following properties should be retained for use by the City. The tax assessor should revise the property tax cards to list the City of Biddeford as record owner of the properties. Any unpaid taxes, interest and any associated lien fees on the properties should be written off:

1. 49 Center St, Parcel #0381680000
2. 42 Center St, Parcel #0130050000
3. 4 Fortunes Rock Rd, Parcel #0630460000

The City Manager should be authorized to sell by sealed bid process the following tax acquired properties:

1. 120 Proctor Rd, Parcel #0030170080
2. 312 Guinea Rd, Parcel #0800010000
3. Pool St (Off of), Parcel #0050370000
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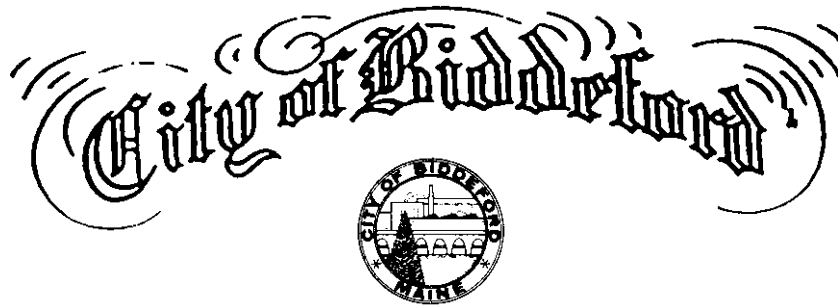
Due to the possibility of contamination, the following properties should be retained and remain on the tax rolls:

1. 448 Alfred St, Parcel #0200520000
2. Main St (Off Of), Parcel #0400740000

The following properties should have no action taken against them at this time:

1. 20 Grayson St, Parcel #0130050000
2. 13 Burnie Way, Parcel #0650370000
3. 4 Tibbetts Ave, Parcel #0393040000
4. 22 Paquin Ave, Parcel #0272220000
5. 371 Guinea Rd, Parcel #0810150000
6. 247 Elm St, Parcel #0340430000
7. 85 West Cutts St, Parcel #0371260010
8. 44 Pike St, Parcel #0392580000
9. 46 Meetinghouse Rd, Parcel #0090370000
10. 27-39 Graham St., Parcel #0384760000
11. 20 Water St, Parcel #0411270000
12. 54 Guinea Rd, Parcel #0760130000

The Finance Committee reviewed this item on November 16, 2021 and voted to recommend it to the City Council for approval.



2021.137

IN BOARD OF CITY COUNCIL..DECEMBER 21, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to sign a Settlement Agreement in the Opioid Litigation.

City of Biddeford, Maine



The Office of
City Manager

James A. Bennett

Email: jbennett@biddefordmaine.org

MEMORANDUM

TO:	Honorable Mayor Casavant Honorable City Council
FROM:	James A. Bennett, City Manager
DATE:	December 17, 2021
RE:	South Street Village LLC (Hidden Hills)

Councilor Lessard requested that staff provide an update to the City Council regarding the proposed development off from South Street known as the South Street Village LLC (Hidden Hills). Included in your package is an update from the Economic and Community Development Department.

This memo is to compliment the information within that memo. It is written from the perspective to answer the following question: *'What process(es) might be available for the City Council to change the land use regulations to encourage a different development than that is being current proposed?'*

There are two tools that the City Council ultimately controls to influence land use decisions within Biddeford. The most obvious is the underlying land use rules (zoning). The second involves the ability to create financial incentives, either directly or indirectly.

The current application before the community to create a Manufactured/Mobile Home Park utilizing the overlay zone that exists. The Manufacture/Mobile Home Park Overlay District (MHP) has existed for many years, at least since 1990 or earlier. Consistent with state law, the City could not change the land use regulations today in order to prevent the current proposal from proceeding. The project has 'standing' meaning that even if the rules change, the application must be considered based on the rules at the time of the application filing.

This being the case, the only way the project can change is through the willing decision of the applicants. The memo from the Planning staff outlines the staff's identified alternatives. The exact process that the Council might follow if it should desire to make any changes is further explained within this memo. Of significance to note here is the importance of having a clear mutual goal between the developers and the City should there be a new path forward.

The Process

The City Council can initiate a change in land use ordinance. To do so, a request to refer the change would appear on the Council agenda as a referral to the Planning Board. If approved by the City Council, the Planning Board would be required to hold a Public Hearing on the request 'as soon as possible.' Once the Planning Board holds the public hearing, they are obligated to make a recommendation on the request within thirty days. Once the recommendation is formally made by the Planning Board, the issue would appear before the City Council for consideration.

If the Council decided to make the change (regardless of whether the recommendation was in the affirmative or not from the Planning Board), the new rules would be in place effective thirty days after the final adoption. Assuming the changes were of interest to the developers, the project would then go

205 Main Street

Biddeford, ME 04005

Phone: 207.284.9313

Fax 207.571.0678

*The City of Biddeford is an equal opportunity provider. To file a complaint, write to
Diana Depaolo, Human Resource Director, 205 Main Street Biddeford, ME 04005, or call (207) 286-0593.*

through the normal review process before the Planning Board (as well as any other Board/Commission that might have jurisdiction).

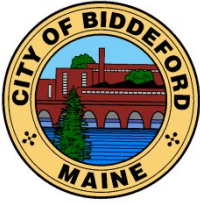
Closing/Other Thoughts

The issue of development of the site has been an issue within the community for nearly two years (or more). It appears that the developers have settled into a definitive plan to move forward based on the existing rules within the MHO. As identified earlier, unless the owners/developers elect a different course of action, the City has a statutory requirement to consider the submittals objectively.

If the Council would desire a different outcome it appears that it may late in the game per say. It certainly would have to indicated that it desire such. Tuesday night's agenda provides an opportunity for the Council to express that desire. If stated strongly, staff would immediate approach the owners/developers to explore the opportunities.

The result of those conversations would be reported back to the Council. If there is an agreement on a suggested path forward, including the City Council, staff would work out the details.

As always, staff will be available on Tuesday to assist in any way possible.



CITY OF BIDDEFORD

Planning and Development

Mathew Eddy
Director, Planning and Development
205 Main Street
Biddeford, ME 04005
Mathew.Eddy@biddefordmaine.org
207-282-7119

To: Biddeford City Council
From: Mathew Eddy
Greg Tansley

Date: December 7, 2021

Subject: Zoning Approaches to the South Street Development Proposal

This memo identifies options available to City Council to consider regarding the zoning of the so-called "South Street Village" property. Prior to modifying the zoning for this parcel (or part thereof), depending on the extent of that rezoning, it is also likely that the Council will need to consider an existing Comprehensive Plan amendment.¹

The owners of the property, South Street Village, LLC (Hidden Hills) had approached the City in 2020 about a proposal to create a village-type development (although predominantly residential) for this parcel. Working with Staff, a conceptual zoning proposal had been developed. The pandemic then hit and the developer opted to go in a different direction and have now proposed a Manufactured/Mobile Home Park for the property, as currently allowed by Ordinance.

For background, the land in question is presently zoned Rural Farm (RF). Rural Farm densities for 1 and 2 family dwellings is 1 unit per 40,000 square feet (s.f.) with no public sewer or water. The density increases if *either* public sewer or water serve the lot(s), where only 20,000 s.f. is required per unit. Currently, the same density limit of 1 residential unit per 20,000 s.f. is in place if a lot is served by *both* public sewer and water. Clustering in the RF Zone is currently permitted which can reduce lot sizes for lots without public sewer and water, but the Ordinance and State Plumbing Code do not allow those lots to be any less than 20,000 s.f. in size, unless alternatives to single, on-site septic are introduced.

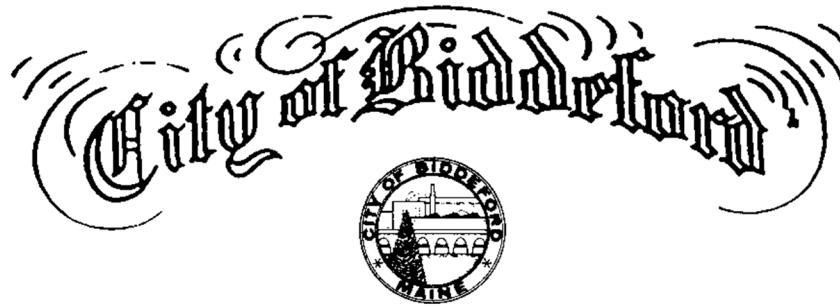
This parcel is also overlaid by the Manufactured/Mobile Home Park (MHP) Overlay District. The MHP overlay in the area has been in existence as far back as 1990 based on our records. It was reaffirmed through the 1999 Comprehensive Plan process as a suitable location for a Manufactured/Mobile Home Park. The developers of Hidden Hills (South Street Village) have proposed to utilize the minimum lot

¹ The property currently resides in the rural area (vs. growth area) of the 1999 Comprehensive Plan. The plan calls for this to be zoned rural farm. In contrast, however, the property also has the very dense mobile home park overlay in place. As a result, it can be argued that there is little difference in density potential between the growth and rural area designation.

size reductions allowed by the MHP Overlay and reduce lot sizes to 12,000 s.f. if served by a central subsurface wastewater systems approved by the Maine Department of Health and Human Services (DHHS). In essence, the project proposes to reduce the minimum lot sizes per unit from 20,000 s.f. to 12,000 s.f. by using the MHP Overlay District provisions. This requires the project to meet the provisions of Section 45 of the Performance Standards for a Manufactured/Mobile Home Park. The underlying difference between a Manufactured/Mobile Home Park and standard subdivision is that the underlying land remains owned by the developer and leased to manufactured housing owner, whereas in a standard subdivisions lots may be owned fee simple.

In the following, we have identified a number of options for re-zoning the property:

1. Mixed Use Village Zone concept. A mixed-use concept has been presented to and discussed by the Board. The applicant indicated interest in pursuing this approach, but due to timing and the need to complete the Comprehensive Plan first, the developer has chosen to pursue the MHP route instead. This option is still available if the City Council would like staff to pursue it, although it.
2. Create a new Zone or extend the R3 district to the South Street Village location. The R-3 Zone is currently on the east side of the Turnpike (Cathedral Oaks, for example). Changing the zoning on the SSV parcel, contiguous with that of the existing R-3, is an option to consider. This would permit, with public sewer (possible) and public water (available), densities at 1 unit per 10,000 s.f. This may require an amendment to the existing Comprehensive Plan, or at the least, needs to be addressed in the new Comprehensive Plan.
3. Amend the cluster provisions of the Performance Standards (LDR, Article VI, Section 16) to allow 12,000 s.f. lots where lots are served by public water and either: Public Sewer; or an approved community septic system. The Zoning for the parcel and the overall density (1 unit per 20,000 s.f.) in this scenario need not change. With this amendment, the developer can develop 12,000 s.f. lots conventionally without using mobile home park provisions, avoiding ownership of the underlying land, and therefore create opportunities for homeownership in individually owned lots. This option may not require a Comprehensive Plan amendment either, since the overall density for the parcel would not change from that permitted for a MHP and zoning designation would not change for this parcel and it would remain RF.
4. Contract Zone. This process would permit the development of the parcel subject to agreed upon conditions between the applicant and the City. It would not require an underlying zone change. Contract Zones, however, must be consistent with the existing Comprehensive Plan and the underlying zone conditions, which would have to be explored more fully. A Comprehensive Plan amendment may be needed to pursue this option.



IN BOARD OF CITY COUNCIL..DECEMBER 21, 2021

BE IT ORDERED, that I, Alan Casavant, Mayor of the City of Biddeford, do hereby appoint the following Councilors to the PERSONNEL COMMITTEE:

Norman Belanger, Chair
William Emhiser
Scott Whiting
Doris Ortiz

BE IT FURTHER ORDERED, that the following Councilors are appointed to the POLICY COMMITTEE:

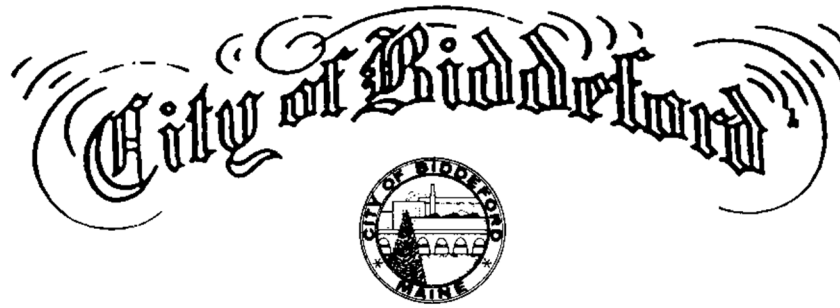
Norman Belanger, Chair
Liam Lafountain
Amy Clearwater

BE IT FURTHER ORDERED, that the following Councilors are appointed to the CAPITAL PROJECTS COMMITTEE:

Marc Lessard, Chair
Martin Grohman
Bobby Mills

BE IT FURTHER ORDERED, that the following Councilors are appointed to the DOWNTOWN COMMITTEE:

Doris Ortiz
Amy Clearwater
Scott Whiting
Bobby Mills



BE IT FURTHER ORDERED, that the following Councilors are appointed to the following City Committees/Commission:

RECYCLING & WASTE MANAGEMENT COMMISSION:

Doris Ortiz
Liam Lafountain

WASTEWATER MANAGEMENT COMMISSION:

William Emhiser

JOINT BIDDEFORD-SACO COMMITTEE:

Martin Grohman
Marc Lessard

MAINE WATER CITIZENS ADVISORY COMMITTEE:

Scott Whiting

BIDDEFORD ARENA BOARD:

Liam Lafountain

DOWNTOWN DEVELOPMENT COMMISSION:

William Emhiser

TRI-CITY TRANSIT (SHUTTLEBUS):

Doris Ortiz

CABLE T.V. COMMITTEE:

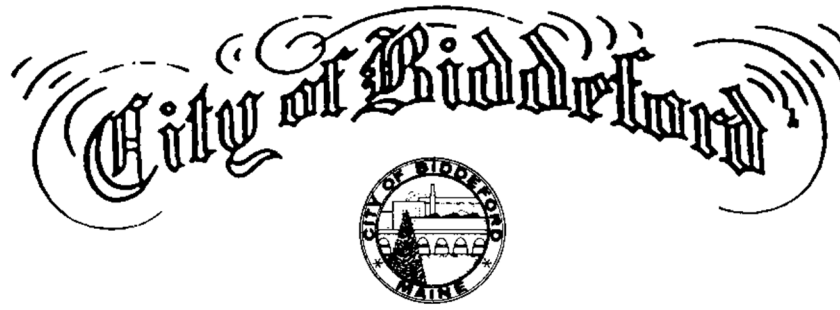
Bobby Mills

BIDDEFORD HOUSING AUTHORITY:

Amy Clearwater

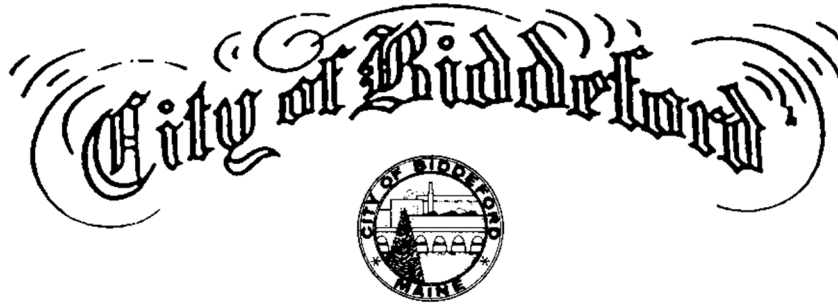
GENERAL ASSISTANCE FAIR HEARING BOARD:

Amy Clearwater
Liam Lafountain



BIDDEFORD EDUCATIONAL FOUNDATION:
Scott Whiting

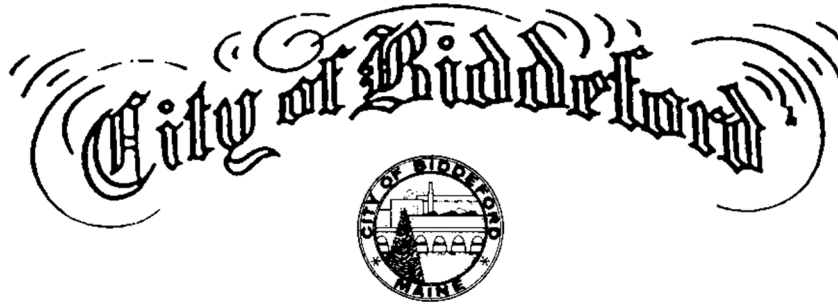
CHAMBER OF COMMERCE LIAISON:
Martin Grohman



IN BOARD OF CITY COUNCIL...DECEMBER 21, 2021
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
appoint:

Marc Malon, II
1 Rockwood Drive
Ward 1

as CHAIR of the *Recycling & Waste Management Commission* for 2022.



IN BOARD OF CITY COUNCIL...DECEMBER 21, 2021
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
re-appoint:

Roger Cantara
44 Harding Street
Ward 4

to the *Biddeford Fire Advisory Committee*, for a term to expire in December 2026.

CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date: 11/15/2021

Name: ROGER CANTARA

Street Address: 44 HARDING ST
BIDDEFORD, MAINE 04005

Mailing Address:
(if different) _____

Phone Number(s): 207 468 2066

Email Address: RCANTARA@MAINE.PR.COM

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

- | | |
|---|--|
| ☐ Airport Commission | ☐ Harbor Commission |
| ☒ Biddeford Fire Advisory Committee | ☐ Historic Preservation Commission |
| ☐ Biddeford Housing Authority | ☐ Planning Board |
| ☐ Biddeford Police Advisory Committee | ☐ Policy Committee |
| ☐ Board of Assessment Review | ☐ Project Canopy Committee |
| ☐ Cable T.V. Committee | ☐ Recreation Commission |
| ☐ Capital Projects Committee | ☐ Shellfish Conservation Committee |
| ☐ Citizens Advisory Committee | ☐ Recycling & Waste Management Commission |
| ☐ Conservation Commission | ☐ Wastewater Management Commission |
| ☐ Downtown Development Commission | ☐ Zoning Board of Appeals |
| ☐ Economic Improvement Commission | |

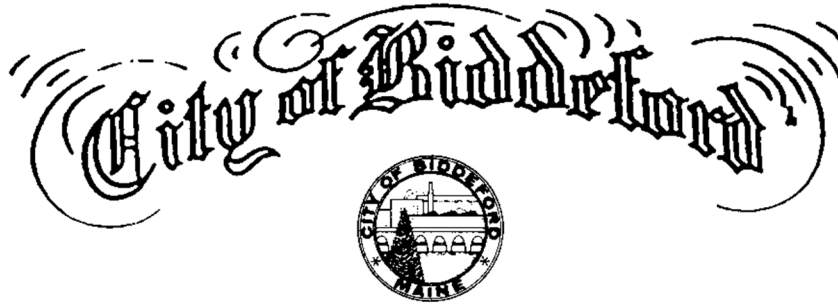
CITY OF BIDDEFORD
Committee Application

| Please list any prior experience serving on any Public Boards, Commissions or Committees (and approximate dates)

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

| Please provide a brief statement describing your interest in serving the City of Biddeford.

Attach any additional information to this application and return it to the City Clerk’s Office.



IN BOARD OF CITY COUNCIL...DECEMBER 21, 2021
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
appoint:

Jessica Johnson
14 Union Street
Ward 5

to the *Board of Assessment Review*, for a term to expire in December 2026.

Morris, Carmen

From: noreply@civicplus.com
Sent: Friday, November 19, 2021 11:05 AM
To: Morris, Carmen
Subject: Online Form Submission #10618 for Committee, Board, and Commission Application Form

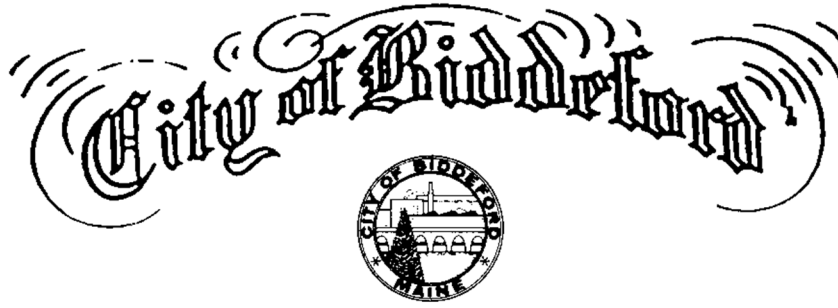
Committee, Board, and Commission Application Form

Name	Jessica Johnson
Street Address	14 Union St.
Mailing Address (If Different)	Field not completed.
Phone Number(s)	2072191825
Email Address	jesstruitt@gmail.com

(Section Break)

Which City Committee, Board or Commission do you request to be appointed to?	Board of Assessment Review
Why are you interested in serving the City of Biddeford?	I am a lifelong resident, own a business on Main St. and am raising a family here as well. As a resident, I want to take on a more active goal and be part of the bigger picture.
Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve.	I am an extremely active volunteer in the community. I run my own community initiative and I am homeowner in the city. I ran for city council and spoke to many residents. I understand the needs of the residents and I understand the financial gains and hardships that our residents face.
Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates).	In 2019 I worked closely with the school administration and helped bring back the marching band program.

Email not displaying correctly? [View it in your browser.](#)



IN BOARD OF CITY COUNCIL...DECEMBER 21, 2021
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
re-appoint:

Richard Rhames
10 West Loop Road
Ward 3

to the *Cable T.V. Committee*, for a term to expire in December 2024.

CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date:

11/12/2021

Name:

Richard Rhames

Street Address:

60 West Loop Rd
Biddeford

Mailing Address:
(if different)

Phone Number(s):

282-2119

Email Address:

rrrhames@gmail.com

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

- | | |
|--|--|
| ☐ • Airport Commission | ☐ • Harbor Commission |
| ☐ • Biddeford Fire Advisory Committee | ☐ • Historic Preservation Commission |
| ☐ • Biddeford Housing Authority | ☐ • Planning Board |
| ☐ • Biddeford Police Advisory Committee | ☐ • Policy Committee |
| ☐ • Board of Assessment Review | ☐ • Project Canopy Committee |
| ☒ • Cable T.V. Committee | ☐ • Recreation Commission |
| ☐ • Capital Projects Committee | ☐ • Shellfish Conservation Committee |
| ☐ • Citizens Advisory Committee | |
| ☐ • Conservation Commission | ☐ • Recycling & Waste Management Commission |
| ☐ • Downtown Development Commission | ☐ • Wastewater Management Commission |
| ☐ • Economic Improvement Commission | ☐ • Zoning Board of Appeals |

CITY OF BIDDEFORD
Committee Application

Please list any prior experience serving on any Public Boards, Commissions or Committees (and approximate dates)

Cable Committees ± 1990 → much of that time as Chair.
Biddeford representative to C-TAA (Community Television
Association of Maine). Long-time access TV
producer (covert plot productions).
City Council (at-large) Two terms / various other
Council Committees.

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

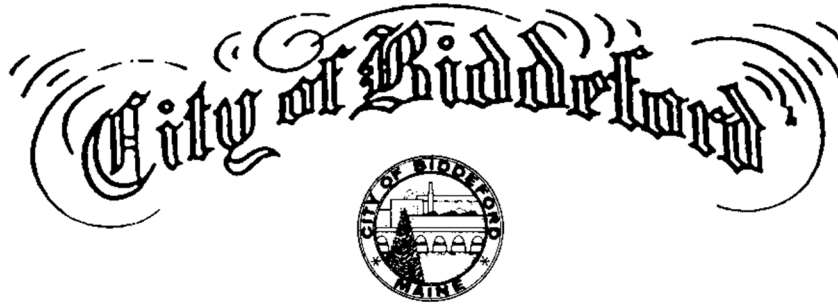
I have tried to be a "public citizen" by showing
up at Council meetings & legislative hearings.
As Democratic City Committee Chair I wrote a weekly
column for the Courier for many years.
Through public access TV I was able to allow
others to speak publicly as well.

Please provide a brief statement describing your interest in serving the City of Biddeford.

Biddeford no longer has a daily paper. The Portland
Paper occasionally has a Biddeford "story" but
there's much more to be said than any
institution cares to present.

As usual, we will have to do it ourselves.

Attach any additional information to this application and return it to the City Clerk's Office.



IN BOARD OF CITY COUNCIL...DECEMBER 21, 2021
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
re-appoint:

Daniel P. Boucher
72 Hill Street, #102
Ward 2

to the *Capital Projects Committee*, for a term to expire in December 2023.

CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date: 11.09.21

Name: DANIEL P. BOUCHER

Street Address: 72 HILL ST. 102

BIDDEFORD ME

Mailing Address:
(if different)

Phone Number(s): 207.590-3883

Email Address: dpdraft54@yahoo.com

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

- | | |
|--|--|
| ☐ Airport Commission | ☐ Harbor Commission |
| ☐ Biddeford Fire Advisory Committee | ☐ Historic Preservation Commission |
| ☐ Biddeford Housing Authority | ☐ Planning Board |
| ☐ Biddeford Police Advisory Committee | ☐ Policy Committee |
| ☐ Board of Assessment Review | ☐ Project Canopy Committee |
| ☐ Cable T.V. Committee | ☐ Recreation Commission |
| ☒ Capital Projects Committee | ☐ Shellfish Conservation Committee |
| ☐ Citizens Advisory Committee | |
| ☐ Conservation Commission | ☐ Recycling & Waste Management Commission |
| ☐ Downtown Development Commission | ☐ Wastewater Management Commission |
| ☐ Economic Improvement Commission | ☐ Zoning Board of Appeals |

CITY OF BIDDEFORD
Committee Application

Please list any prior experience serving on any Public Boards, Commissions or Committees (and approximate dates)

Former City Counselor: S. Turner School
Committee member - vice chair
Member Charter Revision Commission
Parking garage study committee
chair building committee for BMS
Co. " " " BHS renovation

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

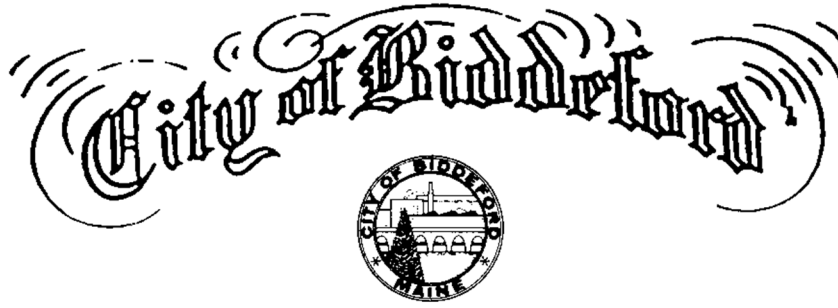
I have an architectural drafting /
design business - almost 40 years!
I participated in countless meetings as
chair of 2 building committees - from
start to finish in the process.

Please provide a brief statement describing your interest in serving the City of Biddeford.

I'm a lifelong resident of Biddeford
and value the history, struggles and
successes we have had.
Maintaining what we have is not only
our responsibility, but is financially prudent
and critical for our future.
Why do we maintain what we have?
should we

Because we cannot afford to build or buy
a new one !! Preservation = financial
stability

Attach any additional information to this application and return it to the City Clerk's Office.



IN BOARD OF CITY COUNCIL...DECEMBER 21, 2021
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
re-appoint:

John Henneidy
118 Mile Stretch Road
Ward 1

to the *Harbor Commission*, for a term to expire in December 2024.

CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date:

11/12/21

Name:

JOHN HENNETDY

Street Address:

118 MILE STREET ROAD

B. Pool, ME 04006

Mailing Address:
(if different)

P.O. Box 130

B. Pool, ME 04006

Phone Number(s):

207-604-0373

Email Address:

john@bpbuildersme.com

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

- ☐ Airport Commission
- ☐ Biddeford Fire Advisory Committee
- ☐ Biddeford Housing Authority
- ☐ Biddeford Police Advisory Committee
- ☐ Board of Assessment Review
- ☐ Cable T.V. Committee
- ☐ Capital Projects Committee
- ☐ Citizens Advisory Committee
- ☐ Conservation Commission
- ☐ Downtown Development Commission
- ☐ Economic Improvement Commission

- ☒ Harbor Commission
- ☐ Historic Preservation Commission
- ☐ Planning Board
- ☐ Policy Committee
- ☐ Project Canopy Committee
- ☐ Recreation Commission
- ☐ Shellfish Conservation Committee
- ☐ Recycling & Waste Management Commission
- ☐ Wastewater Management Commission
- ☐ Zoning Board of Appeals

CITY OF BIDDEFORD
Committee Application

Please list any prior experience serving on any Public Boards, Commissions or Committees (and approximate dates)

HARBOR COMMISSION 2016 - PRESENT

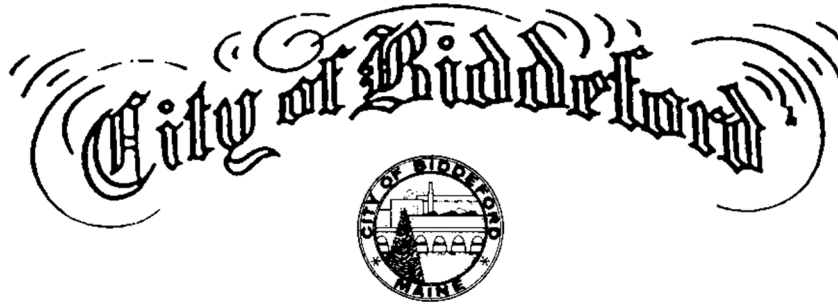
Please list any other experience that may be pertinent to the Board or Committee in which you are requesting to serve on.

- USCG SOT MASTERS LICENSE
- GENERAL MANAGER BIDDEFORD POOL YACHT CLUB
- LIFE LONG RESIDENT BIDDEFORD POOL

Please provide a brief statement describing your interest in serving the City of Biddeford.

- BORN & RAISED ON/IN WOOD ISLAND HARBOR
- WANT TO PROTECT & ENSURE THE RESOURCE FOR FUTURE GENERATIONS.

Attach any additional information to this application and return it to the City Clerk's Office.



IN BOARD OF CITY COUNCIL...DECEMBER 21, 2021
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
re-appoint:

Alexa Plotkin
136 Alfred Street

to the *Planning Board*, as an Associate Member, for a term to expire in December 2024.

CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date:

11/10/21

Name:

Alexa Plotkin

Street Address:

136 Alfred St.

Biddeford, ME 04005

Mailing Address:
(if different)

Phone Number(s):

845-558-0416 (cell)

Email Address:

alexaplotkin@gmail.com

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

- | | |
|--|--|
| ☐ Airport Commission | ☐ Harbor Commission |
| ☐ Biddeford Fire Advisory Committee | ☐ Historic Preservation Commission |
| ☐ Biddeford Housing Authority | ☒ Planning Board |
| ☐ Biddeford Police Advisory Committee | ☐ Policy Committee |
| ☐ Board of Assessment Review | ☐ Project Canopy Committee |
| ☐ Cable T.V. Committee | ☐ Recreation Commission |
| ☐ Capital Projects Committee | ☐ Shellfish Conservation Committee |
| ☐ Citizens Advisory Committee | |
| ☐ Conservation Commission | ☐ Recycling & Waste Management Commission |
| ☐ Downtown Development Commission | ☐ Wastewater Management Commission |
| ☐ Economic Improvement Commission | ☐ Zoning Board of Appeals |

CITY OF BIDDEFORD
Committee Application

Please list any prior experience serving on any Public Boards, Commissions or Committees (and approximate dates)

Current planning board member 2019-present

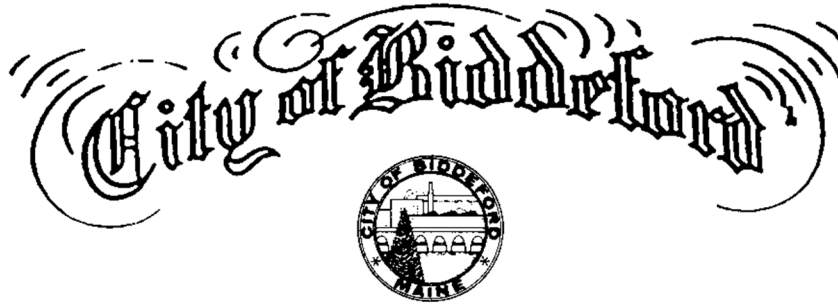
Please list any other experience that may be pertinent to the Board or Committee in which you are requesting to serve on.

Master's degree in Community Planning & Development
from the Muske School of Public Service
at UMass.

Please provide a brief statement describing your interest in serving the City of Biddeford.

I have greatly enjoyed my time on the
planning board and wish to continue. Currently,
I am an alternate member & hope to
at some point move into a voting member
position.

Attach any additional information to this application and return it to the City Clerk's Office.



IN BOARD OF CITY COUNCIL...DECEMBER 21, 2021
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
re-appoint:

Renee O'Neil
48 Sevigny Avenue
Ward 2

to the *Policy Committee*, for a term to expire in December 2023.

CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date:

11/29/21

Name:

Renee O'Neil

Street Address:

48 Sevigny Ave

Biddeford, Me 04005

Mailing Address:
(if different)

Phone Number(s):

207-229-5644

Email Address:

reneeo@jposoftware.com

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

- | | |
|--|--|
| ☐ Airport Commission | ☐ Harbor Commission |
| ☐ Biddeford Fire Advisory Committee | ☐ Historic Preservation Commission |
| ☐ Biddeford Housing Authority | ☐ Planning Board |
| ☐ Biddeford Police Advisory Committee | ☒ Policy Committee |
| ☐ Board of Assessment Review | ☐ Project Canopy Committee |
| ☐ Cable T.V. Committee | ☐ Recreation Commission |
| ☐ Capital Projects Committee | ☐ Shellfish Conservation Committee |
| ☐ Citizens Advisory Committee | |
| ☐ Conservation Commission | ☐ Recycling & Waste Management Commission |
| ☐ Downtown Development Commission | ☐ Wastewater Management Commission |
| ☐ Economic Improvement Commission | ☐ Zoning Board of Appeals |

CITY OF BIDDEFORD
Committee Application

Please list any prior experience serving on any Public Boards, Commissions or Committees (and approximate dates)

Please see attached list —

I have served for several terms on the Policy Com.
I would like to continue to serve my community in this way.

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

My experience with serving several terms provides insight into continuity. My experience serving on multiple boards & committees provides me with the ability to work out solutions with many different types of people & situations. I have a strong background in quality measures, policy & procedures. My goal is to create policies that are workable & fair.

Please provide a brief statement describing your interest in serving the City of Biddeford.

I love Biddeford. I would enjoy continuing to serve to help shape the growth our community is experiencing in a positive & thoughtful way. I am proud to live in Biddeford & look forward to providing my experience and sharing my passion & knowledge. I recognize the importance of building a community that recognizes the past, works for the present with a mindfulness to the future. Serving on this committee is my way of contributing & giving back to community.

Attach any additional information to this application and return it to the City Clerk's Office.

Renee O'Neil

48 Seigny Ave
Biddeford, Maine 04005

email: renee@ipossoftware.com

Education

Colby Sawyer College – New London, NH

Bachelor of Arts – Fine & Performing Arts

Graduated Summa Cum Laude/Theater Department Academic Achievement Award/Sawyer Fellowship Award

Member of: Alpha Chi, Phi Theta Kappa, Alpha Psi Omega, and Key Club

Associates of Science – Medical Studies

Graduated Summa Cum Laude/Natural Science Academic Achievement Award/Sawyer Fellowship Award

University of New England – Biddeford, Me

Advanced Physiology course

Affiliations

Policy Committee Member, City of Biddeford (2014-present)

Board Member, Wardwell Assisted Living (2016- present)

Board Member, Engine (Downtown Arts Group) (2012-2016) Advisory Board Member (2016-present)

Trustee, St. Andre Health Care (2011-2012)

Founding Member/Board Member/Treasurer/Secretary/Advisory Board, Heart of Biddeford (2003-present)

Restoration Chairperson/Board Member/Vice President/ Treasurer, Advisory Member, City Theater (1987-present)

Member/Advisory Committee, Orton Family Community Grant (2008-2011)

Founding Member, Tri City Arts Council (2004-2006)

Corporator, Biddeford Savings Bank (2003-present)

Corporator, Southern Maine Medical Center (2004-2009)

Awards & Recognitions

Maine Preservation Award-City Theater Restoration Project Team

Biddeford & Saco Rotary- Citizen's Award

Biddeford Historical Society's Annual Preservation Award

Main Street Maine- 2009 Downtown Achievement Award

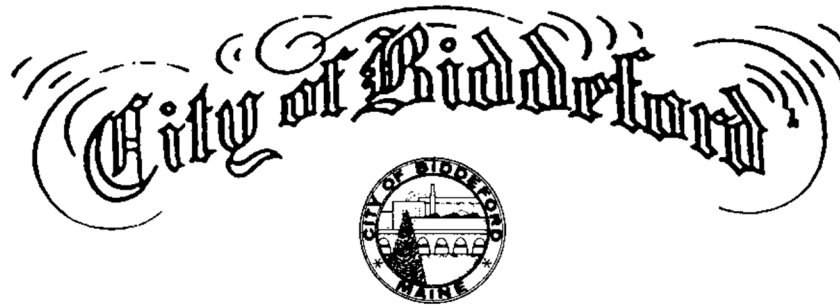
Maine Street Maine- 2010 Volunteer Achievement Award

Bill Kany Jr. Leadership Award-2017

Published Articles

"Mentors": Village Magazine- Current Publications 2015

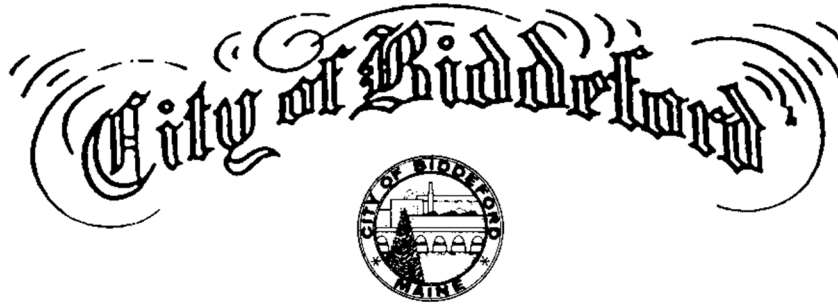
"Keeping Medical Information Organized"- Senior Source Magazine 2016



IN BOARD OF CITY COUNCIL...DECEMBER 21, 2021
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
re-appoint:

Leo Letendre
2 Meetinghouse Road
Ward 1

to the *Project Canopy Committee*, for a term to expire in December 2026.



IN BOARD OF CITY COUNCIL...DECEMBER 21, 2021
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
re-appoint:

Richard “Chico” Potvin
17 Wadlin Road
Ward 6

to the *Recycling & Waste Management Commission* for a term to expire December 2025.

CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date:

11/29/21

Name:

Richard "Chico" POTVIN

Street Address:

17 WADSWORTH RD
BIDDEFORD, ME

Mailing Address:
(if different)

Phone Number(s):

207-294-1497

Email Address:

APOTVIN@MAINE.PR.COM

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

- | | |
|--|---|
| ☐ • Airport Commission | ☐ • Harbor Commission |
| ☐ • Biddeford Fire Advisory Committee | ☐ • Historic Preservation Commission |
| ☐ • Biddeford Housing Authority | ☐ • Planning Board |
| ☐ • Biddeford Police Advisory Committee | ☐ • Policy Committee |
| ☐ • Board of Assessment Review | ☐ • Project Canopy Committee |
| ☐ • Cable T.V. Committee | ☐ • Recreation Commission |
| ☐ • Capital Projects Committee | ☐ • Shellfish Conservation Committee |
| ☐ • Citizens Advisory Committee | ☒ • Recycling & Waste Management Commission |
| ☐ • Conservation Commission | ☐ • Wastewater Management Commission |
| ☐ • Downtown Development Commission | ☐ • Zoning Board of Appeals |
| ☐ • Economic Improvement Commission | |

CITY OF BIDDEFORD
Committee Application

Please list any prior experience serving on any Public Boards, Commissions or Committees (and approximate dates)

16/196/11

WINT ST JONES ST

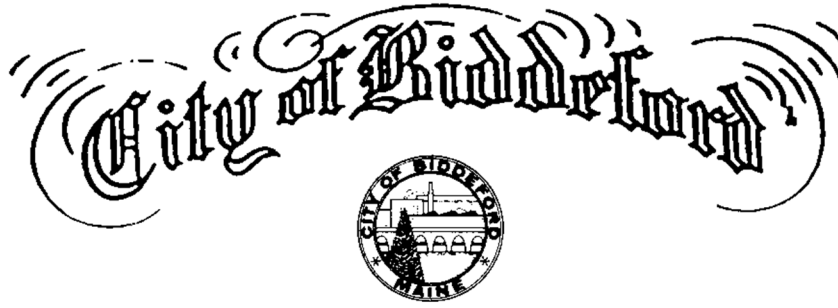
ST JONES ST

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

WINT ST JONES ST

Please provide a brief statement describing your interest in serving the City of Biddeford.

Attach any additional information to this application and return it to the City Clerk's Office.



IN BOARD OF CITY COUNCIL...DECEMBER 21, 2021
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
re-appoint:

Peter Bouthillette
6 Rocky Way
Ward 1

to the *Shellfish Conservation Committee*, for a term to expire in December 2024.

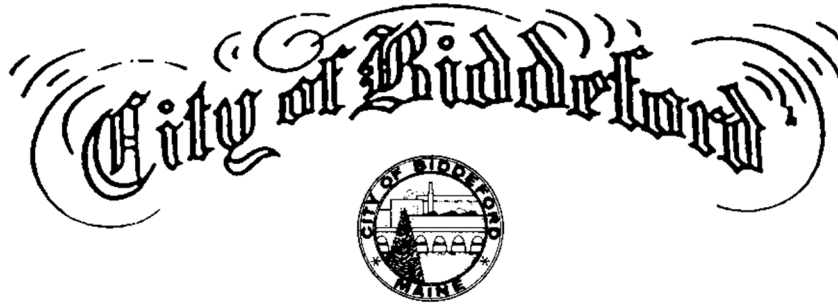
CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date: 11/22/2021
Name: Peter W Bouthilllette
Street Address: 6 Rocky Way
Mailing Address: SAME
(if different)
Phone Number(s): 207 468 0785
Email Address: PBouthill@maine.rr.com

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

- | | |
|--|---|
| ☐ • Airport Commission | ☐ • Harbor Commission |
| ☐ • Biddeford Fire Advisory Committee | ☐ • Historic Preservation Commission |
| ☐ • Biddeford Housing Authority | ☐ • Planning Board |
| ☐ • Biddeford Police Advisory Committee | ☐ • Policy Committee |
| ☐ • Board of Assessment Review | ☐ • Project Canopy Committee |
| ☐ • Cable T.V. Committee | ☐ • Recreation Commission |
| ☐ • Capital Projects Committee | ☒ • <u>Shellfish Conservation Committee</u> |
| ☐ • Citizens Advisory Committee | ☐ • Recycling & Waste Management Commission |
| ☐ • Conservation Commission | ☐ • Wastewater Management Commission |
| ☐ • Downtown Development Commission | ☐ • Zoning Board of Appeals |
| ☐ • Economic Improvement Commission | |



IN BOARD OF CITY COUNCIL...DECEMBER 21, 2021
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
re-appoint:

Sean Tarpey
110 Cleaves Street
Ward 2

to the *Zoning Board of Appeals*, for a term to expire in December 2024.

CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date: 12/10/2021

Name: Sean Tarpey

Street Address: 110 Cleaves St.
Biddeford, ME 04005

**Mailing Address:
(if different)**

Phone Number(s): 207-282-0408

Email Address: sean@rumerys.com

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

- | | |
|--|---|
| ☐ • Airport Commission | ☐ • Harbor Commission |
| ☐ • Biddeford Fire Advisory Committee | ☐ • Historic Preservation Commission |
| ☐ • Biddeford Housing Authority | ☐ • Planning Board |
| ☐ • Biddeford Police Advisory Committee | ☐ • Policy Committee |
| ☐ • Board of Assessment Review | ☐ • Project Canopy Committee |
| ☐ • Cable T.V. Committee | ☐ • Recreation Commission |
| ☐ • Capital Projects Committee | ☐ • Shellfish Conservation Committee |
| ☐ • Conservation Commission | ☐ • Solid Waste Management Commission |
| ☐ • Downtown Development Commission | ☐ • Wastewater Management Commission |
| ☐ • Economic Improvement Commission | ☒ • Zoning Board of Appeals |

CITY OF BIDDEFORD
Committee Application

| Please list any prior experience serving on any Public Boards, Commissions or Committees
(and approximate dates)

Planning Board

Waste Water Commission

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

Comprehensive Plan committee

| Please provide a brief statement describing your interest in serving the City of Biddeford.

I would like to be sure this board has a quorum to conduct their business.

Attach any additional information to this application and return it to the City Clerk's Office.