

City of Biddeford
City Council
October 18, 2022 6:00 PM Council Chambers and Zoom

Please click this URL to join:
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+16469313860,,96040373146# US
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Status: In-Person and via Zoom; Council Chambers; 6:00 p.m.

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Adjustment(s) to Agenda**
- 4. Proclamation:**
 - 4.a. Proclamation in support of Extra Mile Day, November 1, 2022
[11-01-2022 Proc-Extra Mile Day.pdf](#)
- 5. Presentation:**
 - 5.a. York County Commissioners' Recommended Use of ARPA Funds
[10.18.2022 York County Presentation-Com. Richard Dutremble](#)
- 6. Public Hearing**

Public Addressing the Council....(3 minute limit per speaker for up to a total of 15 minutes)
- 7. Consideration of Minutes:**
 - 7.a. October 4, 2022 Council Meeting Minutes
[10-04-2022 Council Meeting Minutes](#)
- 8. Second Reading: (Public Comment - 3 minute limit)**
 - 8.a. 2022.83) Amendment/Ch. 42, Motor Vehicles & Traffic, Sec. 42-90 - No Parking/Add on St. Joseph Street
[10-04-2022 No Parking-St Joseph Street-ORDER](#)
[10-04-2022 No Parking-St Joseph St-MEMO](#)
 - 8.b. 2022.84) Amendment/Ch. 58, Solid Waste, Sec. 58-7. Regulated Activities and Administration/Add Language for Noncompliance of Recycling Program

[10-04-2022 Ch 58-SW Noncompliance-Recycling ORDER](#)
[10-04-2022 Ch 58-SW-Noncompliance-Recycling MEMO](#)
[9-19-2022 Casella City of Biddeford Recycling Audits](#)

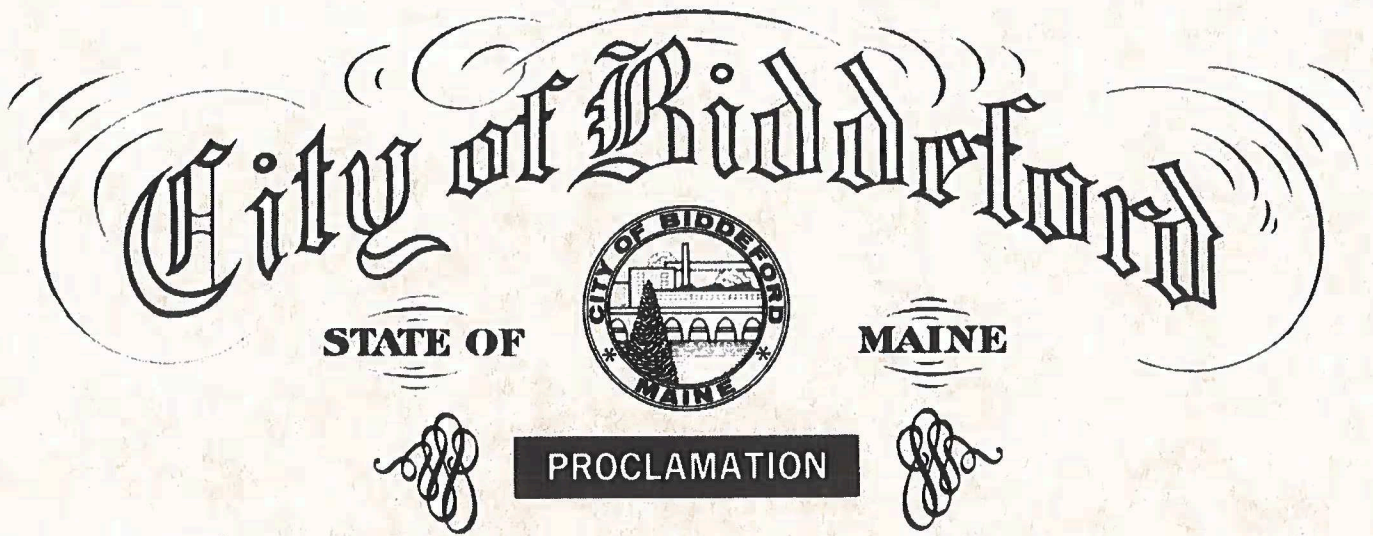
9. Orders of the Day: (Public Comment - 3 minute limit)

- 9.a. 2022.86) Approval/Allocation of Undesignated ARPA Funds
[20221018 Allocation of Undesignated ARPA Funds -ORDER.](#)
[Committee ARPA Recommendations MEMO](#)
[20221018 ARPA Fund Recommendations w Committee Ranking](#)
[20221018 ARPA Fund Pre-Applications - Summary](#)
- 9.b. 2022.87) Transfer of Tax Increment Financing Credit Enhancement Agreement, plans and permits related to the 60 Barra Road property from SPME Barra, LLC to Tom Watson & Co, LLC.
[2022.87 Approval - Transfer of CEA, Permits and Plans to Tom Watson and Co, LLC - ORDER](#)
[10-18-2022 Approval Transfer of CEA, Permits and Plans from SPME Barra, LLC to Tom Watson & Co LLC - MEMO](#)
[20210916\(final\) - Saxon Partners TIF Application draft](#)
[20211203 - Fully executed SPME CEA](#)
[Assignment of Permits and Contracts \(Including CEA\) - 9-15-2022 Draft \(002\)](#)
[DECED TIF approval](#)
- 9.c. 2022.88) Acceptance/RESOLUTION - Net Zero Carbon Emissions in Biddeford by 2050
[10-18-2022 Adopting Race to Zero Pledge - RESOLUTION](#)
[10-18-2022 BCTF Race to Zero - MEMO](#)
[BCTF Race to Zero Presentation_FINAL 10.12.22](#)
- 9.d. 2022.89) Acceptance/RESOLUTION-in support of Maine Water Company plans to create a 250 acre conservation easement on their property
[10-18-2022 2022.89 Maine Water Company Conservation Plan - RESOLUTION](#)
[10-18-2022 Maine Water Company Land Conservation Plan - MEMO](#)
- 9.e. 2022.90) Acceptance/RESOLUTION -Support for changes Proposed by Saco River Corridor Commission
[10-18-2022 Saco River Corridor Commission Rule Changes - RESOLUTION](#)
[10-18-2022 Saco River Corridor Commission Rule Changes - MEMO](#)
[SRCC Proposed Performance Standards and Rulemaking Agenda](#)
- 9.f. 2022.91) Acceptance/RESOLUTION - In support of the South Street Connector to improve transportation access to the Downtown
[10-18-2022 South Street Connector Study - RESOLUTION](#)
[10-18-2022 10-18-2022 South Street Connector Improvements - MEMO](#)
- 9.g. Committee-of-the-Whole: Planning Board Land Conservation Designation - Clifford Park
[Planning Board Letter - Clifford Park Conservation Easements](#)

10. Appointments:

- 10.a. Downtown Development Commission Appointment
[Stephen Beaudette -Appointment DDC](#)
- 10.b. Appointment: Councilor Scott Whiting to Citizens Advisory Committee

- 11. Public Addressing the Council..(3 minute limit per speaker)**
- 12. City Manager Report: (James Bennett)**
- 13. Other Business: (Councilors' Comments; Updates; Announcements)**
- 14. Council President Addressing the Council: (Councilor Norman Belanger)**
- 15. Mayor Addressing the Council: (Mayor Alan Casavant)**
- 16. Adjourn**



Whereas Biddeford is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively "go the extra mile" in personal effort, volunteerism, and service; and

WHEREAS, Biddeford is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment and conviction to their individual ambitions, family, friends and community; and

WHEREAS, Biddeford is a community which chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and

WHEREAS, Biddeford acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2022.

NOW THEREFORE, I, Alan M. Casavant, Mayor of Biddeford do hereby proclaim November 1, 2022 to be *Extra Mile Day*. I urge each individual in the community to take time on this day to not only "go the extra mile" in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

*In Witness Whereof, We, the undersigned, have herewith
affixed our signatures this 18th day of October 2022*

Carmen Bernier

City Clerk



Mayor

York County Commissioners' Presentation on ARPA Fund Recommendations

York County received approximately forty million dollars from the American Rescue Act Plan (ARPA). York County has chosen to use the majority of funding to address several critical issues that are of statewide and regional significance.

Maine has a stressed emergency response system and a problem with substance misuse and dependency. The State of Maine supports an aging population, a significant mental health and substance abuse crisis, a growing year-round population, increasing industry, development, and tourism, which have all contributed to the continued pressure on limited resources.

York County is experiencing an increase in emergency response to fires (both structural and wildland), severe weather events, traffic/transportation accidents, domestic violence, mental health and substance abuse, and other public safety and health situations. Services in York County have struggled for years to meet this increasing demand in calls for assistance.

Despite serving the 2nd largest county population in Maine, as well as being a tourist destination for thousands of visitors annually, York County currently has no suitable facility to train first responders or to address the ever-growing numbers of those struggling with substance use disorder.

Our proposal encompasses three projects located on the premises of the York County Jail:

1. **First Responder Training Center:** The first responder training center will provide our firefighters, police officers, paramedics, and others, a facility to learn, practice and rehearse the skills necessary to safely perform their duties. Improved training facilities will allow first responders to be better prepared to serve the citizens of York County. This proposal is closely tied to workforce development and programming which is being developed in conjunction with the Community College System.
2. **Regional Recovery Center:** The regional recovery center will provide 3 levels of residential treatment, a free-standing detoxification unit, medication assisted treatment (suboxone), intensive outpatient, aftercare, and case management. The total number of residential rehabilitation beds is 42, with an additional 8 beds for detoxification and 8 observation beds, providing 58 beds in total. 24 beds are currently in existence as the Layman Way Recovery Center. The new building will add 34 additional beds, bringing the total to 58. Please note that the current Layman Way Recovery Center will be taken off line.

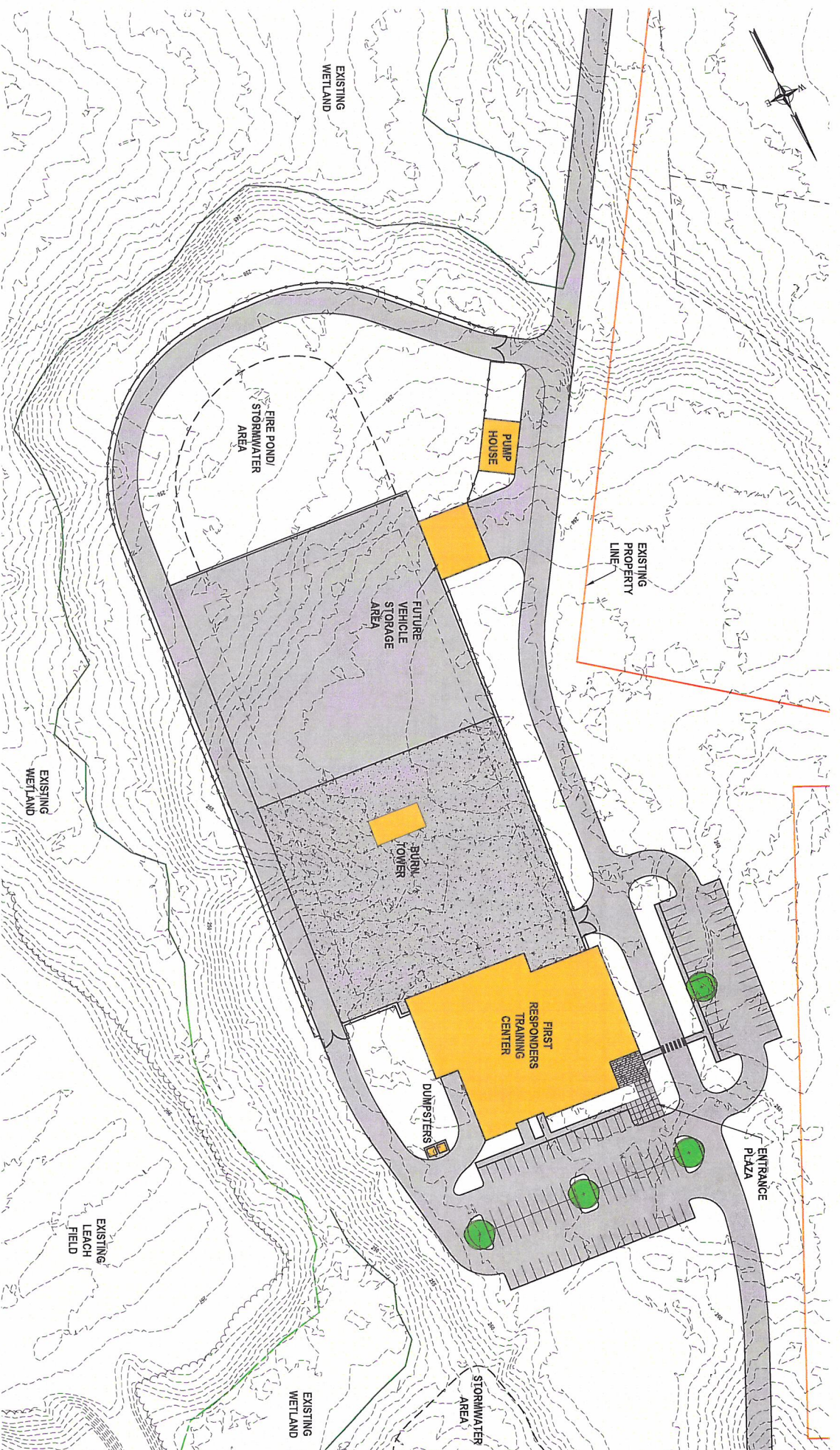
We will have the capacity to serve 150 individuals on medication assisted treatment, 100 in case management, and 75 in outpatient or aftercare once we are fully established.

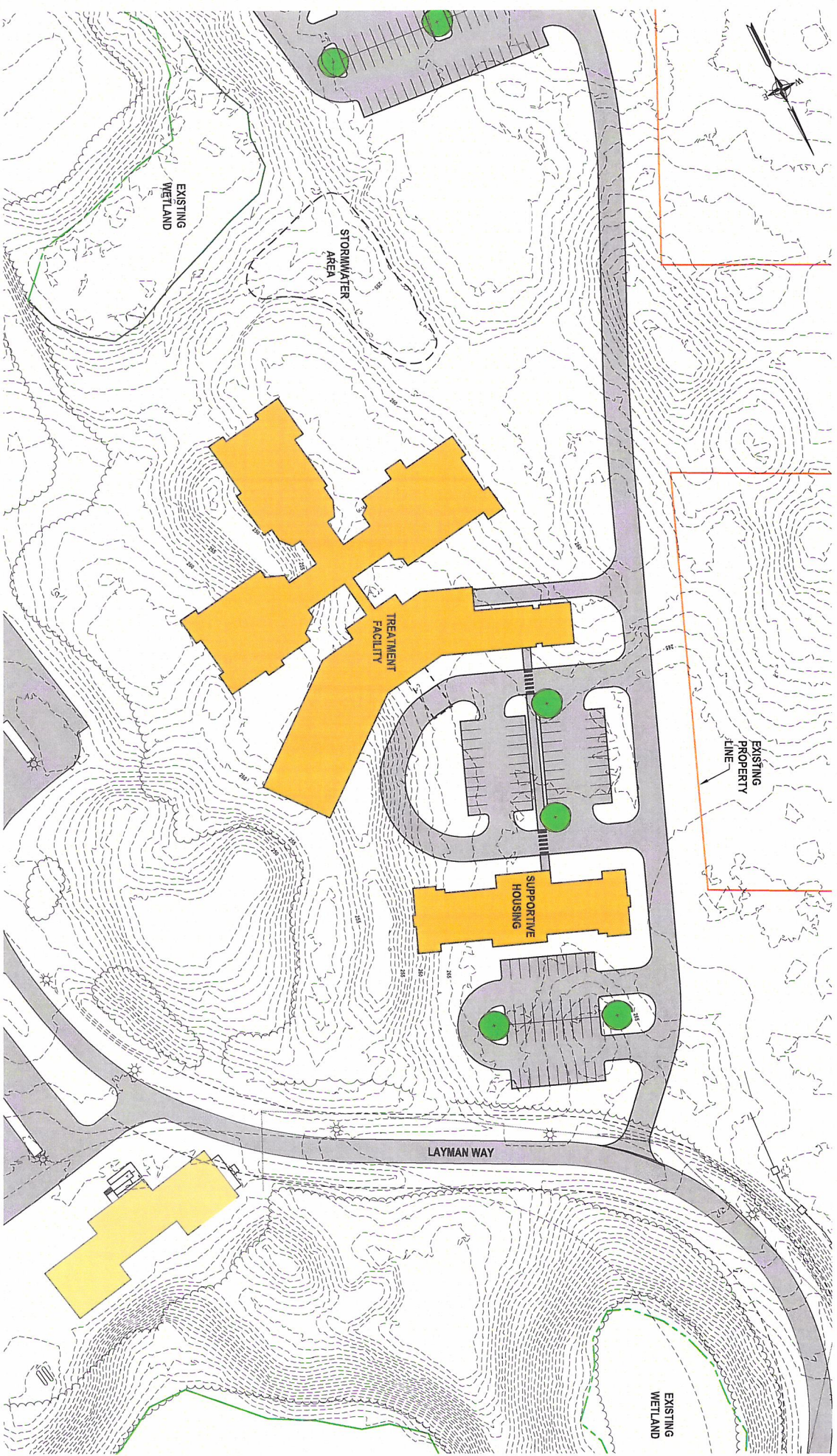
As people finish residential treatment, it will create additional openings for new participants. In owning all levels of care, we will be able to place someone in an open bed almost immediately and their treatment will begin the following day.

3. **Supportive Housing:** A 40-unit single bedroom occupancy housing unit will be provided by Sanford Housing Authority. The housing will be designated for individuals leaving the York County Jail and the Regional Recovery Center. As an extension of the treatment options within the jail and the regional recovery center we are confident that by staying engaged with people in recovery for the long-term we can help individuals reintegrate, reduce recidivism, promote long-term abstinence, and become a productive member of society.

CONCEPT SITE PLAN - TRAINING FACILITY

October 7, 2022





York County Jail Site Development

Layman Way, Alfred, Maine

CONCEPT SITE PLAN - TREATMENT FACILITY

October 7, 2022

ARCHITECTURE ■ ENGINEERING ■ PLANNING

OAK POINT ASSOCIATES

COUNCIL MEETING

OCTOBER 4, 2022

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 6:00 p.m.

Roll Call: William Emhiser, Scott Whiting, Martin Grohman, Bobby Mills, Amy Clearwater, Norman Belanger, Liam LaFountain, Doris Ortiz, Marc Lessard

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

Adjustments to the Agenda:

- Add Order of the Day 2022.85

Presentation: Affordable Housing Task Force Interim Report

Councilor Doris Ortiz gave the report, referencing the Memo that was provided to the Council, which can be found on the City's website.

Public Hearing: State Liquor License Application – The Pint and Pawn, LLC

The Public Hearing was opened at 6:28 p.m.

There were no public comments.

The Chair closed the Public Hearing at 6:28 p.m.

Consideration of State Liquor License Application: The Pint and Pawn, LLC

Motion by Councilor Clearwater, seconded by Councilor Lessard to recommend the issuance of a State Liquor License to The Pint and Pawn, LLC.

Vote: Unanimous.

Public Addressing the Council..(3 minute limit per speaker for up to 15 minutes):

One citizen addressed his comments to the Council .

Consideration of Minutes: September 20, 2022

Motion by Councilor Grohman, seconded by Councilor Lessard to accept the minutes as printed.

Vote: Unanimous.

Second Reading:

{For a copy of the ordinance amendment and first reading, see the Council Meeting minutes of September 20, 2022}

2022.81) Amendment/Ch. 2, Administration, Section 2-2. Election Wards/Reapportionment of City Wards

Motion by Councilor Belanger, seconded by Councilor Lessard to grant the second reading of the ordinance amendment.

Vote: 8/1; Councilor Grohman opposed.

Councilors Emhiser, Whiting, Mills, Clearwater, Belanger, LaFountain, Ortiz and Lessard in favor. Motion carries.

Orders of the Day:

2022.83

IN BOARD OF CITY COUNCIL..OCTOBER 4, 2022

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 42, Motor Vehicles and Traffic, Article IV Specific Street Regulations, **Section 42-90 No Parking**, be amended by adding or deleting to read as follows:

St. Joseph Street Northwestery side, beginning at the northwesterly side of the intersection with Elm Street, thence northwesterly for a distance of 152 feet.

NOTE: The Policy Committee considered this item at their September 19, 2022 meeting and voted unanimously to forward to Council for consideration and approval.

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

Vote: Unanimous.

2022.84

IN BOARD OF CITY COUNCIL..OCTOBER 4, 2022

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: **[Added 3-5-2019 by Ord. No. 2019.11]**
 - (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 property owners shall be issued a Recycling Container and are responsible for compliance with the rules and restrictions for its use including the separation of acceptable recyclable materials as defined in this Chapter 58 (the "Recycling Rules"). Violations are subject to the provisions of Section 58-9.

Sec. 58-9. Penalties.

~~Penalties associated with enforcement shall be waived for a period of three months following the effective date of this chapter to allow for education and awareness.~~

- (1) Any person who violates any portion of this chapter shall be subject to penalties and enforcement as authorized under the provisions of City of Biddeford Ordinance, Sec. 1-12, General penalty for violation of Code; continuing violations. **[Amended 3-5-2019 by Ord. No.2019.11]**
- (2) In no event does this section limit the City's ability to address a nuisance or

take other action for equitable relief.

- (3) Any grandfathered facility that generates two documented violations of Sec. 58-32, Mandatory separation, within any twelve- month period, shall result in the loss of City curbside trash collection and recycling services. **[Added 3-5-2019 by Ord. No. 2019.11]**
- (4) Any unacceptable material placed in the City issued recycling bin for curbside pickup as set forth in the Recycling Rules shall subject the resident to the loss of their recycling privileges subject to the enforcement process set forth in Section 58-10.

Sec. 58-10. Enforcement.

This chapter shall be enforced by the Public Works Department, authorized commercial hauler, and Code Enforcement Office as further described below.

- (1) Any unacceptable material placed in the City issued recycling bin for curbside pickup as set forth in the Recycling Rules shall be subject to the following cumulative enforcement provisions:

(a) Upon the 1st offense within any twelve consecutive month period, the issued recycling container will be removed from the curb and placed on the offender's property. A notice will be placed on the container that outlines the violation, along with a contact number of a Public Works staff member. A member of Department of Public Works will attempt to contact the building owner to arrange for delivery of a brochure that outlines and explains the proper recycling rules. Staff will also advise the property owner of the consequences of further violations.

(b) Upon the 2nd offense within twelve months of the first offense, the recycling tote will be pulled away from the curb and placed back on the offender's property. A tag will be placed on the container that outlines the violation as a second offense. This will also serve as a warning of the potential loss of curbside services if a third infraction occurs within a period of one year.

(c) Upon the 3rd offense within twelve months of the second offense the resident shall lose recycling curbside service. Codes Department will be notified to allow enforcement action. Contact will be made to the building owner explaining that they have lost all curbside recycling privileges. City staff will explain other options. If there is a loss of recycling service and privileges, as a result of non-compliance with the Recycling Rules the resident who has loss such privileges will be required to lease a larger solid waste bin as described in Section 58-35 to replace both the recycling and the solid waste receptacles and pay the fee set forth in Section 58-35. Such penalty shall be resident specific, and if the resident at said location changes either due to a change in the tenant or a change in the owner/resident of such property, the new resident shall return the larger solid waste receptacle and be provided with receptacles as set forth in Section 58-35.

~~Sunset provision. Penalties associated with enforcement shall be waived for a period of three months following the date of this chapter to allow for education and awareness except as identified in Sec. 58-7(5). **[Amended 3-5-2019 by Ord. No. 2019.11]**~~

- (2) Upon observation of failure to place only acceptable municipal solid waste in the designated solid waste container ~~or to place only acceptable recyclable materials in the designated recycling container~~, the receptacle will not be collected and a warning notice shall be placed on the appropriate designated container by the Public Works Department or City-authorized commercial hauler.
 - a. The address, date, and nature of the nonconformance shall be forwarded to the Director of Public Works and the Code Enforcement Officer.
 - b. The Director of Public Works and Code Enforcement Officer shall document and review each nonconformance and determine the appropriate enforcement action.

1. Nonconformance notices corrected prior to the next scheduled collection date shall be closed with no further action except as otherwise identified in Sec. 58-9. **[Amended 3-5-2019 by Ord. No. 2019.11]**
 2. Failure to correct a nonconformance notice prior to the next scheduled collection date or two or more consecutive nonconformance events in any twelve-month period shall warrant direct contact with the property owner and responsible party to document education and outreach, except as otherwise identified in Sec. 58-9. **[Amended 3-5-2019 by Ord. No. 2019.11]**
 3. Nonconformance notices issued after contact and education shall be subject to penalties as per Section 58-9. **[Added 3-5-2019 by Ord. No. 2019.11]**
 4. Enforcement for the performance-based recycling plan requirement and performance-based demonstration of compliances shall commence relative to the applicable timelines specified in Sec. 58-7. **[Added 3-5-2019 by Ord. No. 2019.11]**
- (3) Upon determination by the Code Enforcement Officer that a violation of this chapter exists or has occurred, the Code Enforcement Officer shall give written notice of the violation to the violator, which notice shall specify the section violated, the nature of the violation, and a reasonable time period to cure the violation.
- (4) If a waste hauler is found to be unlicensed, penalties and enforcement shall be in accordance with Section 58-9.

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

Motion by Councilor Lessard, seconded by Councilor Mills to amend the ordinances language to state that the blue containers will be for solid waste/trash; and the green containers will be for recycling.

Vote: 1/8; Councilor Lessard in favor.

Councilors Emhiser, Whiting, Grohman, Mills, Clearwater, Belanger, LaFountain and Ortiz opposed.

Amendment fails.

Vote on ordinance, as written: 8/1; Councilor Lessard opposed.

Councilors Emhiser, Whiting, Grohman, Mills, Clearwater, Belanger, LaFountain and Ortiz in favor.

1st Reading carries.

2022.85

IN BOARD OF CITY COUNCIL...OCTOBER 4, 2022

A Resolution of the Biddeford City Council

WHEREAS, the Biddeford City Council has adopted the Climate Action Plan and is working towards adopting climate action items to improve coastal resiliency in the wake of changing weather patterns; and

WHEREAS, The City of Biddeford intends to include coastal resiliency action items in Biddeford's Climate Action Plan; and

WHEREAS, the Hills Beach and Biddeford Pool communities are experiencing significant erosion impacts from coastal storms at an increased frequency; and

WHEREAS, the south side jetty at the mouth of the Saco River is in poor condition and requires immediate attention and maintenance by USACE; and

WHEREAS, the north side jetty at the mouth of the Saco River received significant resources

from state and federal agencies to study its impact on Camp Ellis’s erosion challenges; and

WHEREAS, the south side jetty has not received similar federal attention or study to determine its impact on the Hills Beach and Biddeford Pool communities; and

WHEREAS, the Biddeford City Council only has access to limited federal studies and believes utilizing the results of private studies alone to define the south jetty impacts and coastal erosion mitigation plans without peer review is not an appropriate basis for decision-making; and

WHEREAS, the sharing of pertinent information identified in existing and future studies within a consolidated assessment report may provide the City Council and assigned committees as well as property owners with key information needed to make informed municipal and homeowner-level coastal resilience decisions to reduce erosion impacts; and

WHEREAS, USACE has the obligation and technical and financial resources to coordinate such activities needed to fully restore the south side jetty;

NOW THEREFORE, BE IT RESOLVED, that the Biddeford City Council resolves to support a south jetty study and repair project and address the impacts of climate change at Hills Beach and Biddeford Pool through the following ~~seven~~ eight actions:

1. Consider the results of public and private studies to define erosion mitigation plans; and
2. Evaluate and consider providing support to the Hills Beach and Biddeford Pool communities with staff resources needed to shepherd this project through to completion; and
3. Consider participating in Biddeford Coastal Preservation’s Coastal Process Analysis and Adaptation Alternatives study as a stakeholder with local financial resources to help cost share the study at a future date once the scope and funding level is known; and
4. Serve as a clearing house to share pertinent information such studies may provide to the public so that property owners may make informed coastal resilience decisions to reduce erosion impacts on their properties; and
5. Include appropriate coastal resiliency action items in Biddeford’s Climate Action Plan; and
6. Immediately request USACE to survey and outline a maintenance plan and schedule to fully restore the south side jetty; and
7. Immediately request USACE to initiate and fund a study of the potential erosion impacts of the south side jetty on the Hills Beach and Biddeford Pool communities; and
8. Request USACE consider the results of available and appropriate public and private Hills Beach and Biddeford Pool surveys and studies in its study of the potential erosion impacts of the south side jetty to create a central report on erosion mitigation options for the study area.

Motion by Councilor Clearwater, seconded by Councilor Whiting to accept the Resolution.

Motion by Councilor Belanger, seconded by Councilor Clearwater to change the seven actions to eight actions.

Vote: Unanimous.

Vote on Resolution, as amended: Unanimous.

Public Addressing the Council...(5 minute limit per speaker; 30 minute total time limit):
There were no comments from the public.

City Manager Report:

Chief Operating Officer Brian Phinney announced that the City was awarded a second Lead Abatement Grant in the amount of \$3.5 million, to be given in January 2023 and to be used over a 4-year period. One change with this second Grant is that it includes a stipulation with zero owner contribution for the use of the funds.

Other Business:

Councilor Lessard: spoke about a possible future global recession by the end of next year; and he urged Councilors to keep this in mind as the next fiscal year’s budget is considered.

Councilor LaFountain: thanked the Public Works and Recreation Departments for all their work in maintaining the City’s parks and with the help of volunteers, the community gardens and dog park.

The Ward 7 Meeting was held at TJ’s Pizza last week and had a good turnout and robust discussion about a few of the streets in that Ward. He thanked Greg Mitchell, Tim Boston and Abigail Smallwood for their help in organizing the Ward Meetings.

Councilor Grohman: announced that October 12th is National Bike & Walk to School Day; and Biddeford will be observing this by biking from Shevenell Park to Biddeford Middle School on that day, starting at 8:10 a.m. and picking up students along the way.

Mayor Addressing the Council: Mayor Casavant read the following Proclamation:

Whereas, The Mayor and City Council do hereby congratulate Carmen J. Bernier on her well- deserved retirement as City Clerk from the City of Biddeford after 28 years of dedicated public service, and

Whereas, Carmen Bernier has demonstrated herself to be a consummate professional and invaluable public servant of the City of Biddeford for the last 28 years; and

Whereas, Carmen started her career as the Office Manager in the Office of the City Clerk where she proved her knowledge, skill and commitment to the community from May of 1994 to November of 1997; and

Whereas, as a result of her unwavering dedication and proven acumen she was then appointed to the position of City Clerk for the City of Biddeford in November of 2007 where she has continued to capably served for the last 15 years;

Whereas; the Mayor and City Councilors recognize the importance of the work Carmen has done to ensure that the integrity of the democratic process has been preserved during her tenure in all elections for the benefit of the residents of the City of Biddeford, the State of Maine and the United States of America; and

Now Therefore Be It Resolved; that the Mayor and City Councilors extend their deepest gratitude to Carmen for fulfilling her duties as City Clerk with diligence and grace and for her many contributions towards the betterment of the community and for setting the standard high for future City Clerks during the course of her work over the past 28 years; and

Be It Further Resolved; that a copy of this resolution be placed in the City record and a copy be given to Carmen J. Bernier.

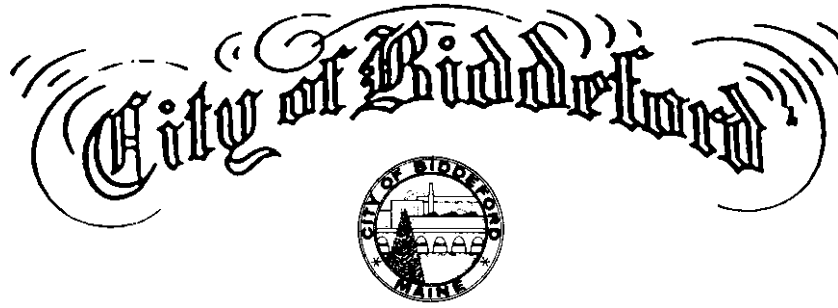
Retiring City Clerk Carmen Bernier was given a beautiful bouquet of flowers, a box of chocolates and many accolades from the Mayor and City Councilors.

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

Vote: Unanimous.

Time: 7:28 p.m.

Attest by: _____
Carmen J. Bernier, City Clerk



2022.83 **IN BOARD OF CITY COUNCIL..OCTOBER 4, 2022**
BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 42, Motor Vehicles and Traffic, Article IV Specific Street Regulations, **Section 42-90 No Parking**, be amended by adding or deleting to read as follows:

St. Joseph Street Northwestern side, beginning at the northwesterly side of the intersection with Elm Street, thence northwesterly for a distance of 152 feet.

NOTE: The Policy Committee considered this item at their September 19, 2022 meeting and voted unanimously to forward to Council for consideration and approval.



City Council

Meeting Date: October 4, 2022

Meeting Time: 6:00 p.m.

Agenda Item No: 2022.

Item Description: No Parking – St. Joseph Street

Submitted by: Roger P. Beaupre, Chief of Police

Supporting Information/Documentation:



St Joseph St Letter
8.10.22.pdf

Attached

Key Terms:

[List key terms with definitions if introducing new topics. "N/A" if not applicable]

Executive Summary:

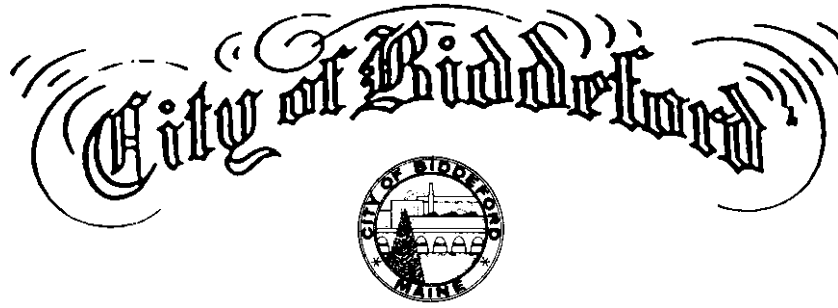
Request No Parking on the Northwesterly side of Street.

Detailed Review:

Request made by David Gadbois of Good Shepherd Parish to make the Church side of St. Joseph Street as No Parking. Street is twenty-four (24) feet in width, and vehicles parking on that side of the street interferes with access to the Church's parking areas.

Funding Source:

Staff Recommendation:



2022.84

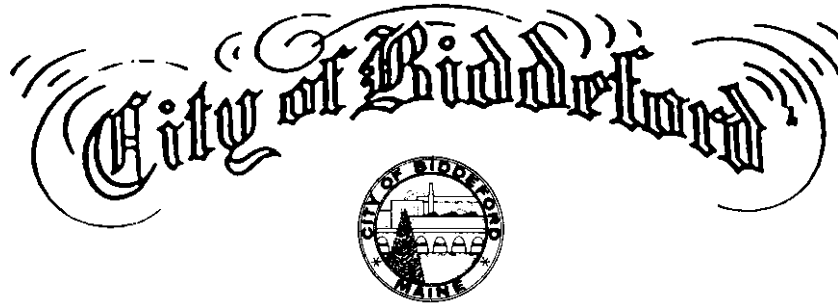
IN BOARD OF CITY COUNCIL..OCTOBER 4, 2022

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:

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- (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: **[Added 3-5-2019 by Ord. No. 2019.11]**
 - (1) Grandfathered facilities shall submit a written performance-based recycling plan within 30 days of the effective date of this subsection.

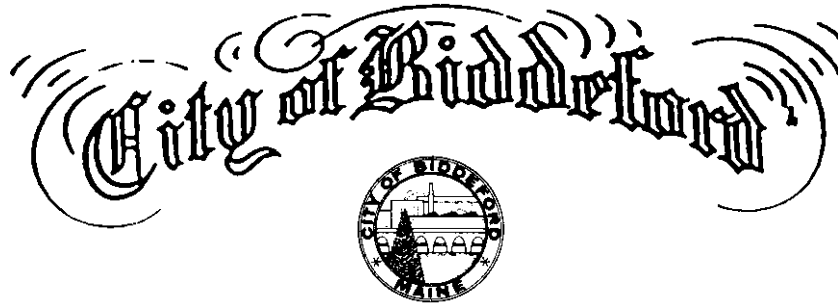


- (2) A written performance-based recycling plan shall be submitted to the Code Enforcement Office. The method of delivery may include plans submitted via email, fax, regular mail or hand delivery.
- (3) The Code Enforcement Office shall identify any deficiencies, in writing, along with a due date for a response/corrective action and may request a plan modification upon failure to provide a performance-based demonstration of compliance.
- (6) Residential property owners shall be issued a Recycling Container and are responsible for compliance with the rules and restrictions for its use including the separation of acceptable recyclable materials as defined in this Chapter 58 (the "Recycling Rules"). Violations are subject to the provisions of Section 58-9.

Sec. 58-9. Penalties.

~~Penalties associated with enforcement shall be waived for a period of three months following the effective date of this chapter to allow for education and awareness.~~

- (1) Any person who violates any portion of this chapter shall be subject to penalties and enforcement as authorized under the provisions of City of Biddeford Ordinance, Sec. 1-12, General penalty for violation of Code; continuing violations. **[Amended 3-5-2019 by Ord. No. 2019.11]**
- (2) In no event does this section limit the City's ability to address a nuisance or take other action for equitable relief.
- (3) Any grandfathered facility that generates two documented violations of Sec. 58-32, Mandatory separation, within any twelve- month period, shall result in the loss of City curbside trash collection and recycling services. **[Added 3-5-2019 by Ord. No. 2019.11]**
- (4) Any unacceptable material placed in the City issued recycling bin for curbside pickup as set forth in the Recycling Rules shall subject the resident to the loss of their recycling privileges subject to the enforcement process set forth in Section 58-10.



Sec. 58-10. Enforcement.

This chapter shall be enforced by the Public Works Department, authorized commercial hauler, and Code Enforcement Office as further described below.

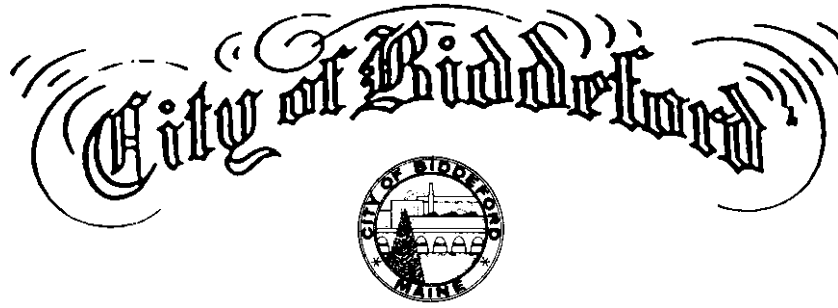
- (1) Any unacceptable material placed in the City issued recycling bin for curbside pickup as set forth in the Recycling Rules shall be subject to the following cumulative enforcement provisions:

(a) Upon the 1st offense within any twelve consecutive month period, the issued recycling container will be removed from the curb and placed on the offender's property. A notice will be placed on the container that outlines the violation, along with a contact number of a Public Works staff member. A member of Department of Public Works will attempt to contact the building owner to arrange for delivery of a brochure that outlines and explains the proper recycling rules. Staff will also advise the property owner of the consequences of further violations.

(b) Upon the 2nd offense within twelve months of the first offense, the recycling tote will be pulled away from the curb and placed back on the offender's property. A tag will be placed on the container that outlines the violation as a second offense. This will also serve as a warning of the potential loss of curbside services if a third infraction occurs within a period of one year.

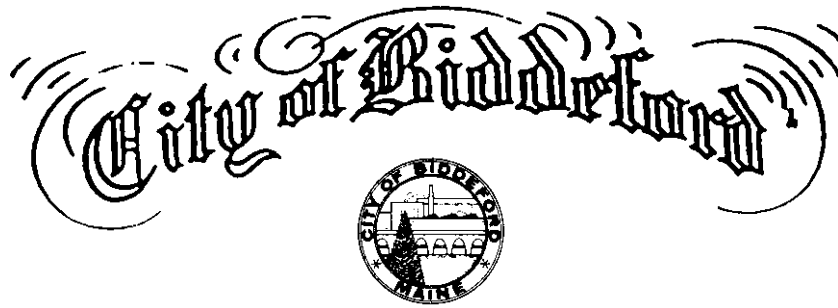
(c) Upon the 3rd offense within twelve months of the second offense the resident shall lose recycling curbside service. Codes Department will be notified to allow enforcement action. Contact will be made to the building owner explaining that they have lost all curbside recycling privileges. City staff will explain other options. If there is a loss of recycling service and privileges, as a result of non-compliance with the Recycling Rules the resident who has loss such privileges will be required to lease a larger solid waste bin as described in Section 58-35 to replace both the recycling and the solid waste receptacles and pay the fee set forth in Section 58-35. Such penalty shall be resident specific, and if the resident at said location changes either due to a change in the tenant or a change in the owner/resident of such property, the new resident shall return the larger solid waste receptacle and be provided with receptacles as set forth in Section 58-35.

~~Sunset provision. Penalties associated with enforcement shall be waived for a period of three months following the date of this chapter to allow for~~



~~education and awareness except as identified in Sec. 58-7(5).~~ **[Amended 3-5-2019 by Ord. No. 2019.11]**

- (2) Upon observation of failure to place only acceptable municipal solid waste in the designated solid waste container ~~or to place only acceptable recyclable materials in the designated recycling container,~~ the receptacle will not be collected and a warning notice shall be placed on the appropriate designated container by the Public Works Department or City-authorized commercial hauler.
- a. The address, date, and nature of the nonconformance shall be forwarded to the Director of Public Works and the Code Enforcement Officer.
 - b. The Director of Public Works and Code Enforcement Officer shall document and review each nonconformance and determine the appropriate enforcement action.
 1. Nonconformance notices corrected prior to the next scheduled collection date shall be closed with no further action except as otherwise identified in Sec. 58-9. **[Amended 3-5-2019 by Ord. No. 2019.11]**
 2. Failure to correct a nonconformance notice prior to the next scheduled collection date or two or more consecutive nonconformance events in any twelve-month period shall warrant direct contact with the property owner and responsible party to document education and outreach, except as otherwise identified in Sec. 58-9. **[Amended 3-5-2019 by Ord. No. 2019.11]**
 3. Nonconformance notices issued after contact and education shall be subject to penalties as per Section 58-9. **[Added 3-5-2019 by Ord. No. 2019.11]**
 4. Enforcement for the performance-based recycling plan requirement and performance-based demonstration of compliances shall commence relative to the applicable timelines specified in Sec. 58-7. **[Added 3-5-2019 by Ord. No. 2019.11]**



- (3) Upon determination by the Code Enforcement Officer that a violation of this chapter exists or has occurred, the Code Enforcement Officer shall give written notice of the violation to the violator, which notice shall specify the section violated, the nature of the violation, and a reasonable time period to cure the violation.
- (4) If a waste hauler is found to be unlicensed, penalties and enforcement shall be in accordance with Section 58-9.



City Council

Meeting Date: October 4, 2022

Meeting Time: 6:00 PM

Agenda Item No: 2022.84

Item Description: Amendment/Ch. 58, Solid Waste, Sec. 58-7. Regulated Activities and Administration/Add Language for Noncompliance of Recycling Program

Submitted by: Jeff Demers Director Public Works/Waste Water; Recycling and Waste Management Commission

Supporting Information/Documentation:

9/27/2022 Draft New Ordinance 58-7 #7

Executive Summary:

The Biddeford Public Works Solid Waste staff along with the Recycling and Waste Management Commission and Casella Inc. has worked diligently over the last three years to try to educate and get residents to recycle properly. It has come to the point of the education phase to start to pull recycling cans of repeat offenders, and discontinue there recycling services. On November 16, 2021 Public works staff brought forward to the city council draft language. It was voted not to move forward with this new policy at that time. It was felt by the majority that staff did not have enough data to show what residents were the major offenders residential units or tenement buildings. Public Works along with the Recycling and Waste Management Commission and Casella Inc. went back to work. Staff and the committee decided to schedule three separate audits. These audits separated the residential units and the tenement units in the recycling program. (Please see attached documents). The recycling team also did education called 'boots on the ground. This education process had each curb side tote inspected and tagged if needed due to contamination of recyclables. Tote was not picked up until resident cleaned up non-recyclable items.

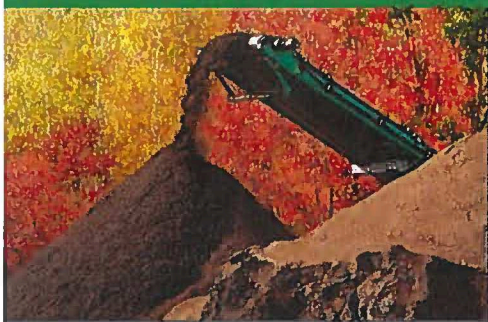
Public works staff along with the Recycling and Waste Management Commission are requesting that the policy committee move forward to the city council the drafted language in Sec. 58-7. Regulated activities and administration.

Funding Source:

N/A

Staff Recommendation:

Pulling the Recycling cans of repeated offenders.



ESTABLISHED 1975

City of Biddeford

Recycling Audits

April 4, 2022 – April 8, 2022

RECYCLING • SOLUTIONS • ORGANICS • COLLECTION • ENERGY • LANDFILLS

City of Biddeford, ME
Automated Zero-sort Collection

Route Day Monday
Audit Performed Monday- 8am

Casella Hours: 7hrs
4/4/2012 Auditors:
4/4/2012 Enn/ Tal/ Matt + Nick/ Jodi

KEY
Sm. Clean IBC (108) 124 78
Lg Dirty IBC (167) 118 96
Blue & Green Carts (28) in table
Metal 2yd (577) 72 64
Metal 2yd (577) 108 130

Sample Size: **Old Pool Road (GOOD)**
464 lbs. 464

MSW	OBW	Textiles	Bags/Film	Food & Yard Waste	C&D/ Metals
16	2	12	12	0	0

TOTAL 16 2 12 12 0 0

% each category 3.45% 0.43% 2.59% 2.59% 0.00% 0.00%

Total Contamination 9.05%

Examples of items seen in each category:

MSW: bagged (plastic) trash & recycling, styrofoam
OBW: Lots of coat hangers
Textiles: Bags of socks
Bags/Film: dog/ cat food bags, bread bags, sandwich bags
Food & Yard Waste:
C&D/ Bulky Metals:

Sample Size: **Hills Beach (BAD)**
442 lbs. 442

MSW	OBW	Textiles	Bags/Film	Food & Yard Waste	C&D/ Metals
22	20	22	8	2	0

TOTAL 22.00 20 22 8 2 0

% each category 4.98% 4.52% 4.98% 1.81% 0.45% 0.00%

Total Contamination 16.74%

Examples of items seen in each category:

MSW: dirty/food soiled containers, candle holders
OBW: Blinds, Kitchen faucet, tubing, coat hangers
Textiles: Couch cushion, slippers, sneakers, sandals
Bags/Film: grocery, pet food, chip bags
Food & Yard Waste: leaves and branches
C&D/ Bulky Metals:



City of Biddeford, ME

Automated Zero-sort Collection

Route Day Tuesday
Audit Performed Tuesday- 8am

Casella Hours: 7hrs
4/5/2022 Auditors:
4/5/2022 Erin/ Tal/ Matt + Nick/ Jodi

KEY
Sm. Clean IBC (108)
Lg Dirty IBC (162)
Blue & Green Carts (28)
Metal 2yd (572)
Metal 2yd (572)

Sample Size: **Parkside Rd (GOOD)**
372 lbs

327

	MSW	OBW	Textiles	Bags/Film	Food & Yard Waste	C&D/ Metals
	10	16	2	10	0	0
TOTAL	10	16	2	10	0	0
% each category	2.69%	4.30%	0.54%	2.69%	0.00%	0.00%
Total Contamination	11.62%					

Sample Size: **High Street (BAD)**
500 lbs

500

	MSW	OBW	Textiles	Bags/Film	Food & Yard Waste	C&D/ Metals
	58	40	40	12	0	0
TOTAL	58.00	40	40	12	0	0
% each category	13.12%	9.05%	9.05%	2.71%	0.00%	0.00%
Total Contamination	30.00%					

Examples of items seen in each category:

MSW:	styrofoam, paper plates, paper towels
OBW:	
Textiles:	grill cover, clothing
Bags/Film:	pet food bags, sandwich and chip bags
Food & Yard Waste:	
C&D/ Bulky Metals:	

rec

88
99
34
68

Examples of items seen in each category:

MSW:	styrofoam
OBW:	keurig, blue helmet, plant pots,
Textiles:	bedding set, jackets, gloves
Bags/Film:	pet food bags, sandwich and chip bags
Food & Yard Waste:	
C&D/ Bulky Metals:	



G35

Rec
68
138
62
82



City of Biddeford, ME
Automated Zero-sort Collection

Route Day: Wednesday
Audit Performed: Wednesday- 7am

Casella Hours: 5hrs
4/6/2022 Auditors:
4/6/2022 Erin/ Matt + Nick

KEY		
Sm. Clean IBC (108)	124	78
Lg Dirty IBC (162)	118	96
Blue & Green Carts (28)	in table	
Metal 2yd (572)	72	64
Metal 2yd (572)	108	130

Sample Size: Summer & Harrison (GOOD)
327 lbs. 327

	MSW	OBW	Textiles	Bags/Film	Food & Yard Waste	C&D/ Metals
	6	18	1	8	6	0
	40					
TOTAL	46	18	1	8	6	0
% each category	14.07%	5.50%	0.31%	2.45%	1.83%	0.00%

Total Contamination: 24.16%

Sample Size: Bernard (BAD)
316 lbs. 316

	MSW	OBW	Textiles	Bags/Film	Food & Yard Waste	C&D/ Metals
	16	32	4	12	6	0
TOTAL	16.00	32	4	12	6	0
% each category	5.06%	10.13%	1.27%	3.80%	1.90%	0.00%

Total Contamination: 22.15%

Examples of items seen in each category:

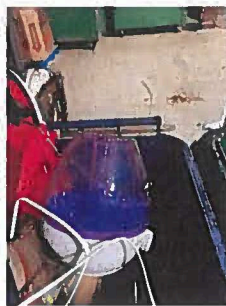
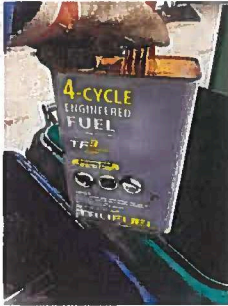
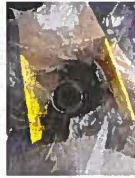
MSW:	Bags of trash, styrofoam
OBW:	Wood, dog leashes
Textiles:	socks
Bags/Film:	pet food bags, sandwich and chip bags
Food & Yard Waste:	pizza in box, lettuce in tupperware, full condiment jars/bottles
C&D/ Bulky Metals:	

79
86
74
34
54

Examples of items seen in each category:

MSW:	bags of trash, styrofoam, liquids
OBW:	Keurig, humidifier, juicer (brand new)
Textiles:	Kids floaties, sneakers, dog collars
Bags/Film:	
Food & Yard Waste:	Full bottles of water
C&D/ Bulky Metals:	

68
130
48
-572



City of Biddeford, ME

Automated Zero-sort Collection

Route Day Thursday
Audit Performed Thursday

Cosella Hours: 6hrs
4/7/2022 Auditors:
4/7/2022 Erin/ Matt & Nick/ Jodi

KEY
Sm. Clean IBC (108)
1g Dirty IBC (162)
Blue & Green Carts (28)
Metal 2yd (572)
Metal 2yd (572)

Sample Size: **Wako Drive (GOOD)**
226 lbs. 226

	MSW	OBW	Textiles	Bags/Film	Food & Yard Waste	C&D/ Metals
	8	8	2	6	0	0
TOTAL	8	8	2	6	0	0
% each category	3.54%	3.54%	0.88%	2.65%	0.00%	0.00%
Total Contamination	10.62%					

Sample Size: **Wentworth St (BAD)**
278 lbs. 278

	MSW	OBW	Textiles	Bags/Film	Food & Yard Waste	C&D/ Metals
	36	22	12	6	6	0
TOTAL	36.00	22	12	6	6	0
% each category	12.95%	7.91%	4.32%	2.16%	2.16%	0.00%
Total Contamination	29.50%					

Examples of items seen in each category:

MSW:	bagger (plastic) bottles, styrofoam
OBW:	wood, electronics
Textiles:	socks, rags
Bags/Film:	soil & fertilizer bags, sandwich/ food bags
Food & Yard Waste:	
C&D/ Bulky Metals:	

62
78
8
54

Examples of items seen in each category:

MSW:	bagged (plastic) trash, diapers, styrofoam
OBW:	knife block, drawer handles
Textiles:	cloth bags, shoes, hats
Bags/Film:	soil & fertilizer bags, chip bags
Food & Yard Waste:	pizza, left overs in wrappers
C&D/ Bulky Metals:	

52
68
22
54

City of Biddeford, ME

Automated Zero-sort Collection

Route Day Friday
Audit Performed Friday

Cosella Hours: 2.5hrs
4/8/2022 Auditors:
4/8/2022 Matt + Nick/ Kaleb

KEY
Sm. Clean IBC (108)
Lg Dirty IBC (162)
Blue & Green Carts (28)
Metal 2yd (572)
Metal 2yd (572)

Sample Size: Cathedral Oaks (GOOD)
410 lbs. 410

	MSW	OBW	Textiles	Bags/Film	Food & Yard Waste	C&D/ Metals
	34	14	2	6	0	0
TOTAL	34	14	2	6	0	0
% each category	8.29%	3.41%	0.49%	1.46%	0.00%	0.00%
Total Contamination	13.66%					

Examples of Items seen in each category:

MSW:	bagged trash and bagged recycling, styrofoam
OBW:	
Textiles:	clothes, socks
Bags/Film:	food bags, chip/sandwich bags
Food & Yard Waste:	
C&D/ Bulky Metals:	

100
124
130

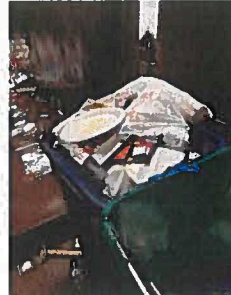
Sample Size: St. Mary's/ Main St. (BAD)
328 lbs. 328

	MSW	OBW	Textiles	Bags/Film	Food & Yard Waste	C&D/ Metals
	80	6	0	4	0	0
TOTAL	80.00	6	0	4	0	0
% each category	18.10%	1.36%	0.00%	0.90%	0.00%	0.00%
Total Contamination	27.44%					

Examples of Items seen in each category:

MSW:	bag of metal car parts, bags of trash
OBW:	door mats, coffee pot
Textiles:	
Bags/Film:	water case wraps, single use grocery bags
Food & Yard Waste:	
C&D/ Bulky Metals:	

70
82
86



Demers, Jeff

From: Talya Bent <talya.bent@casella.com>
Sent: Tuesday, April 12, 2022 12:57 PM
To: Blais, Nick; Jewett, Dylan; Demers, Jeff
Cc: Matthew Ayres; Erin Banfield; Christopher McHale
Subject: Audit Results/Report
Attachments: Biddeford Audit April 2022.pdf

Hi All-

Attached are the results from the audits last week with photos included. We are missing some photos for Monday/Thursday- Nick, if you have any photos could you please share them with me so that I can add them? Now that audits are complete, I'd be happy to set up some time to discuss the results and to create a plan going forward with tagging and education/communication to residents.

Let me know if you have any questions on this.

Thank you,

Talya Bent

Municipal Account Representative

110 Main Street, Suite 1308, Saco, ME 04072

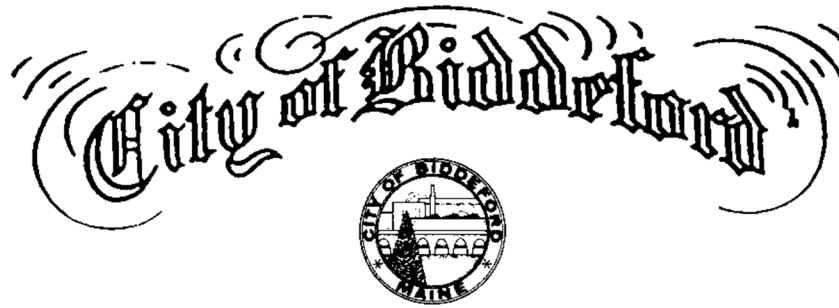
c. (603) 327-9098 e. talya.bent@casella.com w. casella.com

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2022.86

IN BOARD OF CITY COUNCIL..OCTOBER 18, 2022

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve the distribution of \$744,593.75 in unallocated ARPA Funding as follows:

York County Shelter Programs	\$235,503.00
Bon Appetit	\$ 10,000.00
Heart of Biddeford	\$ 15,500.00
Community Dental	\$ 70,000.00
Heart of Biddeford	\$ 6,784.00
Acceptance Recovery	\$ 71,230.00
Alternative Wellness Services	\$ 96,000.00
My Place Teen Center	\$ 50,000.00
Biddeford Community Gardens	\$ 50,000.00
The Center for Grieving Children	<u>\$ 27,500.00</u>
	\$632,517.00

BE IT FURTHER ORDERED, that the City Council also approve the Gap Funding allocations, as recommended by the Policy Committee:

Apex Youth Connection	\$26,361.44
Biddeford Mills Museum	\$ 500.00
City Theater Associates	\$ 3,000.00
Engine	\$ 5,000.00
Heart of Biddeford	\$ 2,500.00
McArthur Library	<u>\$40,000.00</u>
	\$77,361.44

BE IT FURTHER ORDERED, that the remaining balance of \$34,715.31 be returned to the designated ARPA Fund pool for expenditure by the City with requisite approval.

NOTE: The Policy Committee discussed the allocation of ARPA Funds at their September 19, 2022 meeting and voted unanimously to recommend the above funding with the remaining balance reference noted by staff to balance the Order.

To: Biddeford City Council
From: Norman R. Belanger, Chair Policy Committee
Subject: ARPA fund allocation

The Policy Committee was tasked with recommending an allocation of the remaining ARPA funds of \$744,593.75. The information was gathered by staff and are as represented in the attached ARPA Pre-Applications-Summary. As you will see the requests were divided into four categories: (1) Gap Funding, (2) Requests from Nonprofits, (3) Requests from Businesses and (4) Other.

The Gap Funding were the requests from those municipal service budget recipients who were not fully funded by the City Council during the budget process but were heavily encouraged to submit requests for those shortfalls from the ARPA funds. The Committee was of unanimous position, that these items should be fully funded for a total amount of \$77,361.44.

Of the remaining \$667,232.31, the committee reviewed all the request received by the City totaling in excess of \$2,788,43.00 (one of the requests did not have any dollar amount attached). Each committee member then scored each request on a 10 point scale to reflect their priority for how the funds should be expended based on their belief of how those funds would best benefit the City and those affected by the COVID pandemic. Those scores were aggregated and the requests ordered as shown in the second spreadsheet attached. The Committee recommended that the programs be funded from highest priority on down until the available funds were expended. Funding each of the highest ranking proposals at 100% would result in funding the top 10 programs, namely:

- York County Shelter Programs \$235,503
(Biddeford Emergency Homeless Outreach program)
- Bon Appetit \$10,000
(Meals program support)
- Heart of Biddeford \$15,500
(Program to assist small businesses)
- Community Dental \$70,000
(Funding to maintain Access program)
- Heart of Biddeford \$6,784
(Back pay for Midtown Court)
- Acceptance Recovery \$71,230
(Funding for 10 individuals to access a comprehensive treatment option)
- Alternative Wellness Services \$96,000
(Free mental health supports to un/underinsured residents)

- My Place Teen Center
(General Operations support) \$50,000
- Biddeford Community Gardens
(Support for four fully-communal vegetable gardens) \$50,000
- The Center for Grieving Children
(Free peer support to grieving children and families) \$27,500

This would result in spending \$632,517 of the available funds leaving an additional \$34,715.31 which the committee did not have a specific recommendation. The committee respectfully submits this recommendation to the City Council for its consideration.

ARPA Funds Summary of Requests - Committee Ranking

<i>Organization</i>	<i>Amount</i>	<i>Ranking</i>	<i>Running Total</i>
York County Shelter Programs	\$235,503.00	45	\$235,503.00
Bon Appetit	\$10,000.00	39	\$245,503.00
Heart of Biddeford	\$15,500.00	38	\$261,003.00
Community Dental	\$70,000.00	36	\$331,003.00
Heart of Biddeford	\$6,784.00	33	\$337,787.00
Acceptance Recovery	\$71,230.00	33	\$409,017.00
Acceptance Recovery (alternate)	\$0.00	33	\$409,017.00
Alternative Wellness Services	\$96,000.00	33	\$505,017.00
My Place Teen Center	\$50,000.00	31	\$555,017.00
Biddeford Community Gardens	\$50,000.00	29	\$605,017.00
The Center for Grieving Children	\$27,500.00	28	\$632,517.00
Biddeford Housing	\$172,080.00	27	\$804,597.00
Biddeford Ice Arena	\$40,000.00	27	\$844,597.00
Biddeford Mills Museum	\$12,500.00	27	\$857,097.00
BSOBB Transit	\$60,000.00	27	\$917,097.00
Heart of Biddeford	\$2,750.00	27	\$919,847.00
Apex Youth Connection	\$66,074.00	26	\$985,921.00
Heart of Biddeford	\$10,000.00	26	\$995,921.00
My Place Teen Center	\$150,000.00	26	\$1,145,921.00
City Theater Associates	\$10,000.00	25	\$1,155,921.00
Heart of Biddeford	\$2,500.00	25	\$1,158,421.00
Southern Maine Affordable Housing	\$70,222.00	24	\$1,228,643.00
Engine	\$105,000.00	23	\$1,333,643.00
20 Water Street	\$120,000.00	23	\$1,453,643.00
Elements	\$15,000.00	21	\$1,468,643.00
Apex Youth Connection	\$500,000.00	20	\$1,968,643.00
Heart of Biddeford	\$90,000.00	20	\$2,058,643.00
Heart of Biddeford	\$122,500.00	20	\$2,181,143.00
Elements	\$4,800.00	19	\$2,185,943.00
Hills Beach Preservation & Resiliency Committee	\$43,000.00	17	\$2,228,943.00
Metta Movement	\$60,000.00	15	\$2,288,943.00
Saco Bay Marine	\$100,000.00	15	\$2,388,943.00
Healthy Safe Pedestrian Access	(see detail)	15	\$2,388,943.00
Black Fern Tree Service	\$100,000.00	14	\$2,488,943.00
All Inclusive Playground Committee	\$300,000.00	13	\$2,788,943.00

Since this is an alternative to 9 if not funded, it is forced to \$0

Remaining Funds	\$744,593.75
Gap Funding	\$77,361.44
Net After Gap Funding	\$667,232.31

Funding Gap: These amounts below are to be prioritized, as they applied in the 'budget request not fully funded' category.
All should qualify for ARPA under the Assistance to Non-Profits category.

<i>Organization</i>	<i>Amount</i>	<i>Notes</i>
Apex Youth Connection	\$26,361.44	This is for a CDBG contract issue and they were permitted to apply under the same priority category.
Biddeford Mills Museum	\$500.00	
City Theater Associates	\$3,000.00	
Engine	\$5,000.00	
Heart of Biddeford	\$2,500.00	
McArthur Library	\$40,000.00	
Total	\$77,361.44	

Summary of Requests

Gap Funding

<i>Organization</i>	<i>Amount</i>
Apex Youth Connection	\$26,361.44
Biddeford Mills Museum	\$500.00
City Theater Associates	\$3,000.00
Engine	\$5,000.00
Heart of Biddeford	\$2,500.00
McArthur Library	\$40,000.00
Sub-Total	\$77,361.44

Nonprofits

<i>Organization</i>	<i>Amount</i>
Apex Youth Connection	\$500,000.00
Apex Youth Connection	\$66,074.00
Biddeford Community Gardens	\$50,000.00
Biddeford Housing	\$172,080.00
Biddeford Ice Arena	\$40,000.00
Biddeford Mills Museum	\$12,500.00
Bon Appetit	\$10,000.00
BSOBB Transit	\$60,000.00
The Center for Grieving Children	\$27,500.00
City Theater Associates	\$10,000.00
Community Dental	\$70,000.00
Engine	\$105,000.00
Heart of Biddeford	\$90,000.00
Heart of Biddeford	\$2,750.00
Heart of Biddeford	\$2,500.00
Heart of Biddeford	\$6,784.00
Heart of Biddeford	\$122,500.00
Heart of Biddeford	\$15,500.00
Heart of Biddeford	\$10,000.00
My Place Teen Center	\$150,000.00
My Place Teen Center	\$50,000.00
Southern Maine Affordable Housing	\$70,222.00
Hills Beach Preservation & Resiliency Committee	\$43,000.00
York County Shelter Programs	\$235,503.00
Sub-Total	\$1,921,913.00

Businesses

<i>Business</i>	<i>Amount</i>
20 Water Street	\$120,000.00
Acceptance Recovery	\$71,230.00
Acceptance Recovery (alternate)	\$24,000.00
Alternative Wellness Services	\$96,000.00
Black Fern Tree Service	\$100,000.00
Elements	\$15,000.00
Elements	\$4,800.00
Metta Movement	\$60,000.00
Saco Bay Marine	\$100,000.00
Sub-Total	\$591,030.00

Other

All Inclusive Playground Committee	\$300,000.00
Healthy Safe Pedestrian Access	(see detail)

Overall Total **\$2,890,304.44**

GAP FUNDING: These amounts are to be prioritized, as they applied in the 'budget request not fully funded' category. All should qualify for ARPA under the Assistance to Non-Profits category.

<i>Organization</i>	<i>Amount</i>	<i>Notes</i>
Apex Youth Connection	\$26,361.44	This is for a CDBG contract issue and they were permitted to apply under the same priority category.
Biddeford Mills Museum	\$500.00	
City Theater Associates	\$3,000.00	
Engine	\$5,000.00	
Heart of Biddeford	\$2,500.00	
McArthur Library	\$40,000.00	
Total	\$77,361.44	

Non-Profit Organization	# (if relevant)	Amount	Summary	Category listed by applicant	Most likely eligible category
Apex Youth Connection	1	\$500,000.00	Apex Future Focus Job Readiness Center, would serve area young people up to age 24, providing training/practice around necessarily workplace skills; exact use of funds would depend on funds received (or not) through Congressionally Directed Spending (CDS) requests	Addressing Educational Disparities; Non-Profit Assistance	Assistance to Un/Underemployed Workers
Apex Youth Connection	2	\$66,074.00	Capacity building - hiring a Development/Communications professional who can assist in Apex's growth as they fill needed gaps in service to youth	Addressing Educational Disparities; Non-Profit Assistance	Addressing Educational Disparities: Academic, Social, and Emotional Services or Assistance to Non-Profits
Biddeford Community Gardens		\$50,000.00	Support for four fully-communal vegetable gardens, including children's gardening programs, support to address food insecurity, and donations of extra food to local pantries/meal programs	Healthy Childhood Environments; Strong Healthy Communities	Household Assistance: Food Programs or Strong Healthy Communities: Neighborhood Features that Promote Health and Safety
Biddeford Housing		\$172,080.00	Mission Hill Solar Panel, providing a solar array on top of 39 Sullivan St to support all four buildings in the complex, in support of both climate goals of city and of reducing operating costs to maintain affordability for residents	Housing Support; Strong Healthy Communities	a few different categories might apply here, depending on exact funding details
Biddeford Ice Arena		\$40,000.00	Arena programming relief - lost income due to the pandemic and rising cost of utilities will likely result in higher user fees and therefore impact the ability of people to use the arena	Healthy Childhood Environments; Non-Profit Assistance	Assistance to Non-Profits
Biddeford Mills Museum		\$12,500.00	Financial shortfall due to COVID restrictions	Non-Profit Assistance; Addressing Educational Disparities	Assistance to Non-Profits
Bon Appetit		\$10,000.00	Provides free meals and social connection for those experiencing food and housing insecurity, and mental health issues; financial difficulties due to increased cost of utilities	Non-Profit Assistance; Strong Healthy Communities	Assistance to Non-Profits or Household Assistance: Food Programs
BSOOB Transit		\$60,000.00	(Actual request is \$50-60K) funds would support construction of two ADA-compliant bus shelters at high-use locations (near YMCA and Biddeford Food Pantry); shelters were acquired but lack of in-house staff to install due to pandemic	Assistance to Un/Underemployed Workers; Strong Healthy Communities	Strong Healthy Communities: Neighborhood Features that Promote Health and Safety or Assistance to Non-Profits
The Center for Grieving Children		\$27,500.00	Free peer support to grieving children and families, increasing resiliency, particularly in response to COVID-related/connected traumatic deaths	Non-Profit Assistance	Assistance to Non-Profits or Mental Health Services
City Theater Associates		\$10,000.00	Hire a City Theater Manager in order to manage operations of the theater; revenue has been impacted due to the pandemic, so these funds would be a one-time allocation toward the total cost of hiring a manager	Small Business Assistance; Non-Profit Assistance	Assistance to Non-Profits
Community Dental		\$70,000.00	Provide affordable dental care through Access program; financial shortfall due to COVID-related operational disruptions; funding would help maintain operations, avoiding the need to scale back or cut programs	Medical Facilities for Disproportionately Impacted Communities; Strong Healthy Communities	Medical Facilities for Disproportionately Impacted Communities or Assistance to Non-Profits
Engine		\$105,000.00	Funding to support the second year of the IGNITE program, an arts business incubator that supports makers, manufacturers, artists, and creative service providers (cohort members are given financial support, business training, and marketing support, leveraging existing resources and programs)	Addressing Educational Disparities; Aid to Impacted Industries	Assistance to Small Businesses (several sub-categories could apply) or Assistance to Non-Profits
Heart of Biddeford	1	\$90,000.00	Brackets for light poles on Alfred St for banners/wreaths, banner poles for large over-the-street banners; information sharing so that communication can be improved with community members	Aid to Impacted Industries; Healthy Childhood Environments	Aid to Tourism, Travel, or Hospitality OR Aid to Other Impacted Industries
Heart of Biddeford	2	\$2,750.00	Becoming a "Lemonade Day" community, providing the support for HOB to implement this youth entrepreneurship program	Household Assistance	Assistance to Un/Underemployed Workers
Heart of Biddeford	3	\$2,500.00	Social media internship for high school students, developed based on feedback from HS focus groups where more job readiness is needed	Household Assistance; Assistance to Un/Underemployed Workers	Assistance to Un/Underemployed Workers
Heart of Biddeford	4	\$6,784.00	Back pay for Midtown Court 2021 - HOB supported the continuation of the program but there were not further grant funds from the city to support it	Aid to Impacted Industries	Aid to Tourism, Travel, or Hospitality
Heart of Biddeford	5	\$122,500.00	Façade Improvement Grant Program, providing matching funds for storefront improvements or new signage; would help with implementation of Blight Ordinance	Small Business Assistance	Assistance to Small Businesses: Rehab of Commercial Properties or Other Improvements
Heart of Biddeford	6	\$15,500.00	Programs to assist small businesses: 1. COVID-related PPE, including reimbursement for previous purchases if possible (\$4000); 2. technical assistance/training, using existing Entrepreneurs Group and Women's Business Owner Meet Ups (\$5000); 3. business incubator and start-up or expansion assistance (\$2500); 4. welcoming kit for all new businesses (\$2000)	Small Business Assistance	Assistance to Small Businesses (several sub-categories could apply)
Heart of Biddeford	7	\$10,000.00	DEI weekend workshop with at least 8 partner organizations, aimed at skill-building around implementation of DEI principles	Non-Profit Assistance	Assistance to Non-Profits (or possibly one of the 'Other' categories)
My Place Teen Center	1	\$150,000.00	75 Bacon St sprinkler system install, needed in order to open My Place Teen Center	Strong Healthy Communities; Non-Profit Assistance	Assistance to Non-Profits or Strong Healthy Communities: Demolition and Rehabilitation of Properties

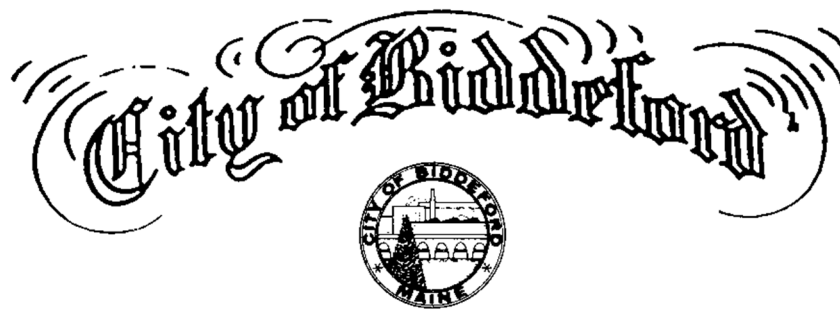
Non-Profit Organization	# (if relevant)	Amount	Summary	Category listed by applicant	Most likely eligible category
My Place Teen Center	2	\$50,000.00	General Operations support; MPTC moves to 208 Graham Street in July and will remain there until the Bacon St property is complete	Strong Healthy Communities; Addressing Educational Disparities	Addressing Educational Disparities: Academic, Social, and Emotional Services or Assistance to Non-Profits
Southern Maine Affordable Housing		\$70,222.00	EV charging stations to affordable housing locations at low/no cost to residents; would coordinate with future car sharing programs for residents	Long-Term Housing Security, Housing Support	a few different categories might apply here, depending on exact funding details
Hills Beach Preservation & Resiliency Committee		\$43,000.00	HBPRC: Wood Hole Funding Proposal to perform analysis around the impact to the South Side of the Jetty and provide remediation plans	Strong Healthy Communities	Strong Healthy Communities: Neighborhood Features that Promote Health and Safety (or might better fit into an Infrastructure category?)
York County Shelter Programs		\$235,503.00	Biddeford Emergency Homeless Outreach program would focus on immediate needs of people experiencing homelessness; supporting two staff positions, a full-time outreach case worker and a peacekeeping/security guard for safety, and other service provision needs (e.g. laundry/shower facilities)	Long-Term Housing Security, Housing Support	Long-term Housing Security: Services for Unhoused Persons

Total **\$1,921,913.00**

Business	Amount	Summary	Category listed by applicant	Most likely eligible category
20 Water Street	\$120,000.00	Rehabilitation of already-owned building on Water Street to provide transitional housing to DV survivors	Household Assistance; Small Business Assistance	Assistance to Small Businesses: Rehabilitation of Commercial Properties or Other Improvements
Acceptance Recovery	\$71,230.00	Funding for 10 individuals to access a comprehensive treatment option - stable housing for first three months of admission into Acceptance Recovery Residents, nutritional funds, counseling, case management, basic needs fund; program is in operation, funds would reduce barriers to access	Household Assistance; Long-Term Housing Security	Housing Support: Other Housing Assistance or Substance Use Services
Acceptance Recovery (alternate)	\$24,000.00	This is an alternative proposal to the one above, and would provide subsidized access to recovery housing for those who cannot currently access it due to cost; proposed amount would fully cover 10 residents for three months	Household Assistance; Housing Support	Housing Support: Other Housing Assistance or Substance Use Services
Alternative Wellness Services	\$96,000.00	Free mental health supports to un/underinsured residents, either through an added clinician position or through a clinician supporting 5 Master Level Social Work Interns	Household Assistance; Housing Support	Mental Health Services
Black Fern Tree Service	\$100,000.00	(Request is \$50-100K range, amount of funding and type of tree would determine number of trees planted) funding for tree planting project that would add canopy trees in various areas to address climate goals, provide jobs, and increase community health, especially in low/moderate income neighborhoods	Assistance to Un/Underemployed Workers, Strong Healthy Communities	Strong Healthy Communities: Neighborhood Features that Promote Health and Safety
Elements	\$15,000.00	Install historically appropriate thermal window inserts to increase energy efficiency; stabilize operating costs and address climate goals	Small Business Assistance	Assistance to Small Businesses: Rehabilitation of Commercial Properties or Other Improvements
Elements	\$4,800.00	Reviving live music at Elements (previously an anchor in the community for locals and visitors) without increased burden on already strained operational costs and being able to offer the events at no charge to the public	Small Business Assistance; Aid to Impacted Industries	Aid to Tourism, Travel, or Hospitality
Metta Movement	\$60,000.00	Community yoga - start-up costs for a physical location to provide sliding-scale access to yoga, movement and mindfulness classes and provide community space at low/no cost to community groups and individuals	Strong Healthy Communities; Small Business Assistance	Assistance to Small Businesses: Rehabilitation of Commercial Properties or Other Improvements
Saco Bay Marine	\$100,000.00	Funding for Water Testing (placement of monitoring devices at up to six testing locations) and Structure Repair (workshop space that needs to be updated, COVID-related issues with skilled workers and materials)	Small Business Assistance	Assistance to Small Businesses: Rehabilitation of Commercial Properties or Other Improvements (might also fall under an Infrastructure category)

Total \$591,030.00

OTHER - Project Name	Amount	Summary	Notes	Category listed by applicant	Most likely eligible category
All Inclusive Playground Committee	\$300,000.00	An all-inclusive playground would give all children, regardless of ability, the opportunity to play. Concepts and budget ranges have been presented to the Recreation Commission.	This is identified as a 'budget request not fully funded,' but I don't believe this was applied for in the municipal budget.	Healthy Childhood Environments; Strong Healthy Communities	Strong Healthy Communities: Neighborhood Features that Promote Health and Safety
Healthy Safe Pedestrian Access		This seems to be an idea submitted by a resident, rather than a formal program from a nonprofit or business, but I can reach out to confirm. Additionally, the online form did not initially have a box for approximate budget request, so this is missing a budget amount.		Healthy Childhood Environments; Strong Healthy Communities	Strong Healthy Communities: Neighborhood Features that Promote Health and Safety



2022.87

IN BOARD OF CITY COUNCIL... October 18, 2022

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to execute an acknowledgement and consent of an Assignment of CEA, Permits, and Plans by SPME Barra, LLC substantially in the form presented to Tom Watson & Co., LLC authorized and pursuant to the terms of a Credit Enhancement Agreement between the City of Biddeford and SPME Barra, LLC dated November 22, 2021.



Biddeford City Council

Meeting Date: October 18, 2022

Meeting Time: 6pm

Agenda Item No: 9.b

Item Description: 2022.87) Approval/Assignment of CEA, Permits and Plans associated with the Saxon Partners Municipal Development and Tax Increment Financing District from SPME Barra, LLC to Tom Watson & Co, LLC.

Submitted by: Greg Mitchell, Planning & Development Department Director

Supporting Information/Documentation:

Assignment of CEA, Permits and Plans from SPME Barra, LLC to Tom Watson & Co, LLC.

Saxon Partners Municipal Development and Tax Increment Financing (TIF) District dated September 21, 2021.

Maine Department of Economic and Community Development Tax Increment Financing District Approval letter dated November 4, 2022.

Credit Enhancement Agreement (CEA) between the City of Biddeford, Maine and SPME Barra, LLC dated November 22, 2021.

Key Terms:

Tax Increment Financing (TIF)

Credit Enhancement Agreement (CEA)

Maine Department of Economic and Community Development (MDECD)

Executive Summary:

Assignment of the CEA, from SPME Barra, LLC to Tom Watson & Co, LLC will support new construction of 250 market rate residential units on Barra Road.

Detailed Review:

On September 21, 2021, the City Council approved establishment of a Municipal Development and Tax Increment Financing District and associated Credit Enhancement Agreement (CEA) with Saxon Partners dated November 22, 2021 to support new construction of 250 market rate residential units on Barra Road. This TIF District was approved by MDECD on November 4, 2021. Per the CEA Section 7.2, assignment of the CEA requires approval of the City Council.

Funding Source:

Private financing will support the new residential construction without any city funds other than the new residential project property tax sharing terms included in the referenced TIF CEA.

Staff Recommendation:

City staff recommends that City Council approve the assignment.

**ECONOMIC DEVELOPMENT
BIDDEFORD, MAINE**

An Application for a Municipal Development and Tax Increment Financing District

**SAXON PARTNERS
MUNICIPAL DEVELOPMENT AND
TAX INCREMENT FINANCING DISTRICT**

*Presented to:
BIDDEFORD CITY COUNCIL
September 21, 2021*

APPLICATION COVER SHEET

MUNICIPAL TAX INCREMENT FINANCING

A. General Information

1. Municipality Name: City of Biddeford		
2. Address: 205 Maine Street, Biddeford, ME 04005		
3. Telephone: 284-9115	4. Fax:	5. Email: Mathew.eddy@biddefordmaine.org
6. Municipal Contact Person: Mathew Eddy, Planning and Development Director		
7. Business Name: SBME Barra, LLC		
8. Address: 25 Recreation Park Drive, Suite 204, Hingham, MA 02043		
9. Telephone: 781-875-3300	10. Fax:	11. Email: tgreco@saxon-partners.com
12. Business Contact Person: Tom Greco, Director of Multifamily Development and Investment		
13. Principal Place of Business: Hingham, MA		
14. Company Structure (e.g. corporation, sub-chapter S, etc.): LLC		
15. Place of Incorporation: Delaware		
16. Names of Officers: Don Smith		
17. Principal Owner(s) Name: Don Smith and Gary Darman		
18. Address: 25 recreation Park Drive Hingham, MA 02043		

B. Disclosure

1. Check the public purpose that will be met by the business using this incentive (any that apply):		
☐ job creation	☐ job retention	☒ capital investment
☐ training investment	☒ tax base improvement	☐ public facilities improvement
☐ other (list):		
2. Check the specific items for which TIF revenues will be used (any that apply):		
☐ real estate purchase	☐ machinery & equipment purchase	☐ training costs
☐ debt reduction	☐ other (list):	

C. Employment Data

List the company's goals for the number, type and wage levels of jobs to be created or retained as part of this TIF development project (*please use next page*).

N/A (developer)

EMPLOYMENT GOALS
Company Goals for Job Creation and Job Retention

<i>A. Job Creation Goals</i>			
<i>Occupational Cluster*</i>	<i>Full-time</i>	<i>Part-time</i>	<i>Wage Level</i>
1. Executive, Professional & Technical	1		\$65,000
2. Administrative Support, inc. Clerical	1		\$40,000
3. Sales & Service		1	\$17,500
4. Agriculture, Forestry & Fishing			\$
5. Maintenance, Construction, Production, & Transportation	2		\$40,000/each
<i>B. Job Retention Goals</i>			
<i>Occupational Cluster*</i>	<i>Full-time</i>	<i>Part-time</i>	<i>Wage Level</i>
1. Executive, Professional & Technical	1		\$65,000
2. Administrative Support, inc. Clerical	1		\$40,000
3. Sales & Service		1	\$17,500
4. Agriculture, Forestry & Fishing			\$
5. Maintenance, Construction, Production, & Transportation	2		\$40,000/each
<i>*Please use the Occupational Cluster descriptions on the next page to complete this form.</i>			

INSTRUCTIONS

A. Job Creation Goals. Please list the number, type and wage level of jobs created as a result of the economic development incentive. NOTE: For this form, “full-time” employment means 30 hours or more; “part-time” employment means less than 30 hours. “Wage level” means the average annual wage paid for jobs created within an occupational cluster, e.g. either their annual salary, or their hourly wage times their annual hours. Also, “type” means “occupational cluster” which refers to the 12 categories defined below. Please include the number of your employees (both full-time and part-time) working within the category that most closely reflects their job duties.

B. Job Retention Goals. Please list the number, type and wage level of jobs retained as a result of the economic development incentive. Part B should be completed using same definitions in Part A.

OCCUPATIONAL CLUSTERS

1. EXECUTIVE, PROFESSIONAL & TECHNICAL

Executive, administrative and managerial. Workers in executive, administrative and managerial occupations establish policies, make plans, determine staffing requirements, and direct the activities of businesses and other organizations. Workers in management support occupations, such as accountant and auditor or underwriter, provide technical assistance to managers.

Professional specialty. This group includes engineers; architects and surveyors; computer, mathematical, and operations research occupations; life, physical, and social scientists; lawyers and judges; social, recreational, and religious workers; teachers, librarians, and counselors; health diagnosing, assessment, and treating occupations; and communications, visual arts, and performing arts occupations.

Technicians and related support. This group includes health technologists and technicians, engineering and science technicians, computer programmers, tool programmers, aircraft pilots, air traffic controllers, paralegals, broadcast technicians, and library technicians.

2. ADMINISTRATIVE SUPPORT, INCLUDING CLERICAL

Administrative support, including clerical. Workers in this group prepare and record memos, letters and reports; collect accounts; gather and distribute information; operate office machines; and handle other administrative tasks.

3. SALES AND SERVICE

Marketing and sales. Workers in this group sell goods and services, purchase commodities and property for resale, and stimulate consumer interest.

Service. This group includes a wide range of workers in protective, food and beverage preparation, health, personal, private household, and cleaning and building services.

4. AGRICULTURE, FORESTRY AND FISHING

Agriculture, forestry and fishing. Workers in these occupations cultivate plants, breed and raise animals, and catch fish.

5. MAINTENANCE, CONSTRUCTION, PRODUCTION & TRANSPORTATION

Mechanics, installers, and repairers. Workers in this group adjust, maintain, and repair automobiles, industrial equipment, computers, and many other types of machinery.

Construction trades and extractive. Workers in this group construct, alter, and maintain buildings and other structures or operate drilling and mining equipment.

Production. These workers set up, adjust, operate, and tend machinery and/or use hand tools and hand-held power tools to make goods and assemble products.

Transportation and material moving. Workers in this group operate the equipment used to move people and materials. This group also includes handlers, equipment cleaners, helpers, and laborers who assist skilled workers and perform routine tasks.

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EXHIBITS:

A	TIF District Map Showing District in Relation to Municipal Boundaries and District Boundary
B	Statutory Requirements & Thresholds
C	Assessor’s Certification of Original Assessed Value
D-1	TIF Revenue/Captured Assessed Values Projections
D-2	Tax Shift Calculations
E	Public Hearing Notice
F	Public Hearing Minutes
G	City Council Order

I. Introduction

A. The Site and Development Project

The City seeks to establish a tax increment financing (“TIF”) district to facilitate and promote the development of an approximately 10-acre parcel of land located at the end of Barra Road, known on City tax maps as Map 2 Lot 43-1 with portions of Map 2 Lot 42-1 and Map 7 Lot 15 into a market rate housing development project, aimed at providing housing for medical professionals and medical students in the area the “Project”). The City intends to designate a TIF district and enter into a credit enhancement agreement (the “Credit Enhancement Agreement”) with the developer of the Project. The developer of the Project will be SPME Barra, LLC (the “Developer”) the entity to which Saxon Partners, LLC assigned the rights to the purchase and sale agreement for the property.

The developer is proposing two hundred fifty (250) units of market rate, rental apartments for the site. The Developer plans to include a mix of market rate studios and one-bedroom units. The planned unit breakdown for the Project is as follows:

Saxon Partners – Anticipated Unit Mix by Number of Bedrooms

Number of Bedrooms	Number of Units
Studio	125
1	125

The development project meets a critical need for rental housing in the City and will support further economic, community and workforce development.

B. Establishment of the Development Project

The City hereby establishes the “**Saxon Partners Municipal Development and Tax Increment Financing District**” (the “District”). The District will exist for a maximum total of twenty-six (26) years beginning on July 1, 2022 and is more fully described below in this Development Program. The District is depicted on the maps attached as Exhibit A. The City plans to capture thirty-five percent (35%) of the increased assessed value of taxable real property located within the District (or such other percentage as required by the payment obligations of the Credit Enhancement Agreement described below) for a twenty-year (20-year) period and will use all of the property taxes paid on such captured value (the “TIF Revenues”), for payments to the Developer pursuant to the Credit Enhancement Agreement (the “CEA”). The 20-year period pertaining to the CEA will be identified as the CEA Years herein. Such term of CEA Years shall begin in the fiscal year following the Tax Year in which the Project receives a Certificate of Occupancy. Notwithstanding the intention for the CEA Years to last twenty (20) years, the CEA Years shall not run beyond the end of the District term of years.

C. Advantages of TIF District

In designating the District and adopting this Development Program, the City can accomplish the following goals:

- Maintain existing tax revenues;
- Realize new tax revenues generated by new development within the District;
- Create long-term, housing opportunities for area residents; and
- Improve the overall economy of the region and the State of Maine.

In addition, by creating the District, the City will “shelter” the increase in municipal valuation that development in the District will bring about. This tax shelter will mitigate the impacts that the District’s increased assessed property value would have on the City’s share of state aid to education, municipal revenue sharing and its county tax assessment. An estimate of the tax shelter benefit is shown as Exhibit D-2 attached hereto.

II. Development Program Narrative

A. The Projects

1. Project Costs

The City will not retain any of TIF Revenues for project costs. All TIF revenues will be used for the Credit Enhancement Agreement described below.

2. Credit Enhancement Agreement with Developer

In designating the District, the Council will also be authorizing a Credit Enhancement Agreement with the Developer. The Credit Enhancement Agreement will run for a maximum term of 20 years, as described above. In CEA Year 1, the Developer will pay the taxes on real property in the District that are owed and will receive a reimbursement of anything over \$255,000 back from the City. The \$255,000 is meant to act as the “net payment” to the City from tax payments on increased assessed value of real property in the District. In the event that the property taxes are less than \$255,000 in CEA Year 1, the Developer agrees to pay the difference to the City in a supplemental payment from the Developer. In CEA Years 2-5 the net payment to the City will escalate by 2% each year from \$255,000 in year 1. In CEA Years 6-20, 35% of the taxes paid on the increased assessed value from the District will be paid to the Developer in each year of the District. During CEA Years 6-20, 65% of the taxes paid on the increased assessed value will go into the City’s general fund. The CEA Years may not last beyond the end term of the TIF District term.

B. The Development District

1. Physical Description

The proposed District will encompass a 10.14 acre area comprised of parcel known on City tax maps as Map 2 Lot 43-1 with portions of Map 2 Lot 42-1 and Map 7 Lot 15. Maps of the proposed District are presented in Exhibit A-1 and A-2.

2. Statutory Requirements and Thresholds

The Statutory Requirements and Thresholds form addressing the acreage and valuation conditions for approval mandated by 30-A M.R.S.A. § 5223(3) is set forth in Exhibit B.

3. Duration of the Program

The District will begin July 1, 2022 and will continue for a maximum total of twenty-six (26) years, terminating on June 30, 2048, or sooner if the CEA Years terminate before such date.

4. Certification of Original Assessed Value

The Original Assessed Value of the District was forty-one thousand five hundred dollars (\$41,500) as of March 31, 2021 (April 1, 2020). This assessed value is wholly attributable to taxable real property value. The Assessor's Certificate of Original Assessed Value is included as Exhibit C.

C. The Development Program

Under this Development Program, the City will capture thirty-five percent (35%) of the increased assessed taxable real property value of the District, or such other percentage as required by the payment obligations of the Credit Enhancement Agreement described above. Tax revenues generated by the captured assessed taxable of real property value will be used for the Credit Enhancement Agreement payments for twenty (20) years.

This Development Program is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended. Subsequent to a public hearing and City Council vote, adoption of this Development Program will be effective upon approval by DECD.

D. Improvements to the Public Infrastructure

There will be no public improvements supported by TIF revenues.

E. Operational Components

1. Commercial Improvements Financed Through Development Program

The City will enter into the Credit Enhancement Agreement with the Developer to support commercial improvements in the District.

2. Relocation of Displaced Persons.

Not applicable.

3. Transportation Improvements

There will be no transportation improvements supported by TIF revenues.

4. Environmental Controls

The improvements made under this Development Program will meet or exceed all federal, state and local environmental laws, regulations and ordinances and will comply with all applicable land use requirements for the City.

5. Plan of Operation

During the term of the District, the City Manager or his designee will be responsible for all administrative matters within the purview of the City concerning the implementation and operation of the District.

III. Financial Plan

The District will encompass a total of 10.14 acres of property. The Original Assessed Value of the District was forty-one thousand five hundred dollars (\$41,500) as of March 31, 2021 (April 1, 2020). The City will capture thirty-five (35%) of the increased assessed value of taxable real property for a 20-year period of years called the CEA Years occurring within the 26-year term of the District (or such other percentage as required by the payment obligations of the Credit Enhancement Agreement described above). The TIF revenues collected provide funding for the Credit Enhancement Agreement so authorized herein, which will improve the City's economy, increase housing opportunities and provide the City's ability to stand out in a competitive marketplace as a dynamic place in which to grow a business. All taxable real property value captured in the District will be added to the general tax rolls at the end of the District's term.

Upon each payment of property taxes by the future property taxpayers in the District, the City will deposit into a development program fund (the "Development Program Fund") the entirety of the property tax payments constituting TIF revenues (only taxes paid on the captured assessed value while the remaining taxes will be deposited into the General Fund). The Development Program Fund is pledged to and charged with the payment of the project costs in the manner provided in 30-A M.R.S.A. § 5227(3). The Development Program Fund consists of two segregated accounts, a sinking fund account ("Sinking Fund Account") and a project cost account (the "Project Cost Account"). The City will deposit the TIF revenues necessary to pay debt service on any bonds issued to pay for District improvements, if any, into the Sinking Fund Account. The money in this account is pledged to and charged with the payment of interest and principal on municipal indebtedness related to the improvements in the District (none is contemplated at this time). The City will deposit any additional TIF revenues into (a) a subaccount or subaccounts of the Project Cost Account to be used for payments pursuant to the Credit Enhancement Agreement, and/or (b) to a subaccount of the Project Cost Account for other approved municipal projects (none are planned at this time).

A. Increased Assessed Values & Tax Shifts

Estimates of the increased assessed value and captured assessed value of the District property and the anticipated TIF revenues generated by the District are shown in Exhibit D-1 and the estimated tax shifts are shown in Exhibit D-2.

B. Sources of Revenues

It is anticipated that all private improvements located within the District will be funded through private sources. The Developer anticipates investing approximately \$36,000,000 in the development within the District.

C. Public Indebtedness

There will be no public indebtedness associated with this District.

D. Original Assessed Value

Certification by the City's Tax Assessor of the original assessed value of the District is set forth in Exhibit C.

VI. Municipal Approvals

A. Notice of Public Hearing

Attached as Exhibit E is a copy of the Notice of Public Hearing regarding the establishment of the Saxon Partners Municipal Development and Tax Increment Financing District and adoption of this Development Program for the District, published in the Portland Press Herald, a newspaper of general circulation in the City on a date at least ten (10) days prior to the public hearing. The public hearing on the District designation and Development Program, was held on September 21, 2021, in accordance with the requirements of 30-A M.R.S.A. § 5226(1).

B. Minutes of Public Hearing Held by City Council

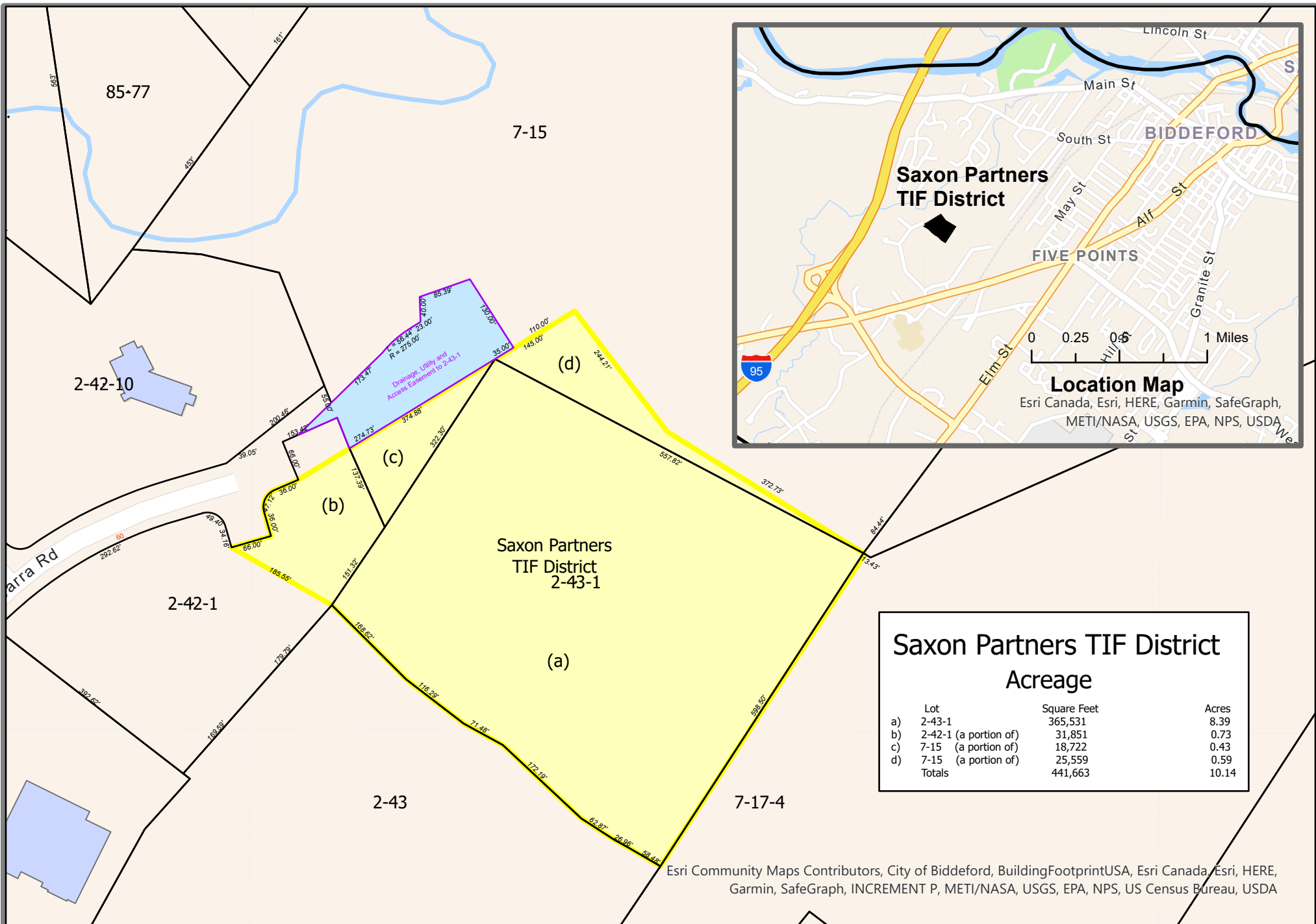
Attached as Exhibit F is a certified copy of the minutes of the public hearing held on, September 21, 2021 at which time the proposed District, Development Program and Credit Enhancement Agreement were discussed by the public.

C. Authorizing Votes

Attached as Exhibit G is a copy of the Biddeford City Council Order designating the District and adopting this Development Program and authorizing the execution of a Credit Enhancement Agreement, which Order was adopted by the Council at a meeting of the Council duly called and held on September 21, 2021.

Exhibit A

(TIF District Maps)



Saxon Partners TIF District Acreage		
Lot	Square Feet	Acres
a) 2-43-1	365,531	8.39
b) 2-42-1 (a portion of)	31,851	0.73
c) 7-15 (a portion of)	18,722	0.43
d) 7-15 (a portion of)	25,559	0.59
Totals	441,663	10.14

Exhibit B

(Statutory Requirements and Thresholds)

STATUTORY REQUIREMENTS AND THRESHOLDS
Saxon Partners TIF District & Development Program

SECTION A. Acreage Caps		
1. Total municipal acreage;	14,838	
2. Acreage of proposed Municipal TIF District;	10.14	
3. Downtown-designation ¹ acres in proposed Municipal TIF District;	0	
4. Transit-Oriented Development ² acres in proposed Municipal TIF District;	0	
5. Total acreage [=A2-A3-A4] of proposed Municipal TIF District counted toward 2% limit;	10.14	
6. Percentage [=A5÷A1] of total acreage in proposed Municipal TIF District (CANNOT EXCEED 2%).	.068%	
7. Total acreage of all <u>existing/proposed</u> Municipal TIF districts in municipality including Municipal Affordable Housing Development districts: ³ Rte 111-Mill TIF – 199.88 The Lofts at Saco Falls AHTIF – 0.83 Mission Hill AHTIF – 2.3 Riverdam TIF - 1.13 Adams Point – 1.54 Laconia House AHTIF – 0.39 Emery School AHTIF – 1.0 Saco-Lowell TIF- 3.54 Saxon Partners- 10.14 -	Existing	210.61
	Proposed	10.14
	Total:	220.75
30-A § 5223(3) EXEMPTIONS⁴		
8. Acreage of an <u>existing/proposed</u> Downtown Municipal TIF district;	0	
9. Acreage of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts:	199.88	
10. Acreage of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts:	0	
11. Acreage in all <u>existing/proposed</u> Municipal TIF districts common to ⁵ Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such acreage also factored in Exemptions 8-10 above:	0	
12. Total acreage [=A7-A8-A9-A10-A11] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	20.87	
13. Percentage of total acreage [=A12÷A1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	.14%	
14. Real property in proposed Municipal TIF District that is:	ACRES	% [=Acres÷A2]
a. A blighted area;	0	0%
b. In need of rehabilitation, redevelopment or conservation;	0	0%
c. Suitable for commercial or arts district uses.	10.14	100%
TOTAL (except for § 5223 (3) exemptions a., b. <u>OR</u> c. must be at least 25%)		100%

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

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

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

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

⁵ PTZ districts approved through December 31, 2008.

STATUTORY REQUIREMENTS AND THRESHOLDS
Saxon Partners TIF District & Development Program

SECTION B. Valuation Cap		
1. Total TAXABLE municipal valuation—use most recent April 1;	\$2,419,981,690	
2. Taxable Original Assessed Value (OAV) of proposed Municipal TIF District as of March 31 preceding municipal designation—same as April 1 prior to such March 31;	\$41,500	
3. Taxable OAV of all <u>existing/proposed</u> Municipal TIF districts in municipality excluding Municipal Affordable Housing Development districts: Rte 111-Mill TIF - \$17,262,899 Adams Point - \$160,900 Saxon Partners – \$31,500 Riverdam TIF - \$983,700 Saco-Lowell TIF - \$534,700	Existing	\$18,942,199
	Proposed	\$41,500
	Total:	\$18,983,699
30-A § 5223(3) EXEMPTIONS		
4. Taxable OAV of an <u>existing/proposed</u> Downtown Municipal TIF district;	0	
5. Taxable OAV of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts:	\$17,262,899	
6. Taxable OAV of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts:	0	
7. Taxable OAV of all <u>existing/proposed</u> Single Taxpayer/High Valuation ⁶ Municipal TIF districts:	0	
8. Taxable OAV in all <u>existing/proposed</u> Municipal TIF districts common to Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such OAV also factored in Exemptions 4-7 above:	0	
9. Total taxable OAV [=B3-B4-B5-B6-B7-B8] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	\$1,720,800	
10. Percentage of total taxable OAV [=B9÷B1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	.071	

COMPLETED BY	
NAME :	Shana Cook Mueller
DATE :	September 9, 2021

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

Exhibit C

(Assessor's Certificate)

EXHIBIT C
ASSESSORS' CERTIFICATE OF ORIGINAL ASSESSED VALUE
CITY OF BIDDEFORD
SAXON PARTNERS MUNICIPAL DEVELOPMENT
AND TAX INCREMENT FINANCING DISTRICT

The undersigned Assessor for the City of Biddeford, Maine, does hereby certify pursuant to the provisions of 30-A M.R.S.A. §5227 that the assessed value for taxable real property within the Saxon Partners Municipal Development and Tax Increment Financing District, as delineated on a map included in the Development Program to which this Certificate is included and consisting of 10.14 acres, was \$41,500 as of March 31, 2021 (April 1, 2020).

IN WITNESS WHEREOF, This Certificate has been executed as of this ____ day of _____, 2021.

By: _____

Printed name: Nicholas Desjardins

Tax Map and Parcel	Acreage	Original Assessed Value as of April 1, 2020
Map 2 Lot 43-1	8.39	\$31,500
Map 2 Lot 42-1*	0.73	\$7,400
Map 7 Lot 15*	1.02	\$2,600
Totals:	10.14	\$41,500

*Please note that only portions of these parcels are contained in the TIF District.

Exhibit D-1

(TIF Revenue Projections)

Exhibit D-1 | Captured Assessed Value & TIF Revenue Projections City of Biddeford - Saxon Partners TIF District

TIF Year	Tax Year Start Date	Fiscal Year	Mil Rate	Original Assessed Value (OAV)		Current Value		Increased Assessed Value (IAV)		Captured Value Percentage (varies years 1-5, then 35%)	Captured Assessed Value (CAV)		City Tax Revenue Paid on IAV to General Fund		Total Developer TIF Revenue (based on net payment Yr. 1-5; 35% Yr. 6-20)		Total Tax Revenue Paid on IAV (City and Developer)	Taxes to General Fund Paid on OAV
				RR	PP	RR	PP	RR	PP	%	RR	PP	RR	PP	RR	PP		
1	4/1/2022	2023	0.01823	\$41,500	\$0	\$23,000,000	\$0	\$22,958,500	\$0	39%	\$8,970,568	\$0	\$255,000	\$0	163,533	\$0	418,533	\$757
2	4/1/2023	2024	0.01823	\$41,500	\$0	\$23,460,000	\$0	\$23,418,500	\$0	39%	\$9,150,809	\$0	\$260,100	\$0	166,819	\$0	426,919	\$757
3	4/1/2024	2025	0.01823	\$41,500	\$0	\$23,929,200	\$0	\$23,887,700	\$0	39%	\$9,334,656	\$0	\$265,302	\$0	170,171	\$0	435,473	\$757
4	4/1/2025	2026	0.01823	\$41,500	\$0	\$24,407,784	\$0	\$24,366,284	\$0	39%	\$9,522,179	\$0	\$270,608	\$0	173,589	\$0	444,197	\$757
5	4/1/2026	2027	0.01823	\$41,500	\$0	\$24,895,940	\$0	\$24,854,440	\$0	39%	\$9,713,452	\$0	\$276,020	\$0	177,076	\$0	453,096	\$757
6	4/1/2027	2028	0.01823	\$41,500	\$0	\$25,393,858	\$0	\$25,352,358	\$0	35%	\$8,873,325	\$0	\$300,413	\$0	161,761	\$0	462,173	\$757
7	4/1/2028	2029	0.01823	\$41,500	\$0	\$25,901,736	\$0	\$25,860,236	\$0	35%	\$9,051,082	\$0	\$306,431	\$0	165,001	\$0	471,432	\$757
8	4/1/2029	2030	0.01823	\$41,500	\$0	\$26,419,770	\$0	\$26,378,270	\$0	35%	\$9,232,395	\$0	\$312,569	\$0	168,307	\$0	480,876	\$757
9	4/1/2030	2031	0.01823	\$41,500	\$0	\$26,948,166	\$0	\$26,906,666	\$0	35%	\$9,417,333	\$0	\$318,831	\$0	171,678	\$0	490,509	\$757
10	4/1/2031	2032	0.01823	\$41,500	\$0	\$27,487,129	\$0	\$27,445,629	\$0	35%	\$9,605,970	\$0	\$325,217	\$0	175,117	\$0	500,334	\$757
11	4/1/2032	2033	0.01823	\$41,500	\$0	\$28,036,872	\$0	\$27,995,372	\$0	35%	\$9,798,380	\$0	\$331,731	\$0	178,624	\$0	510,356	\$757
12	4/1/2033	2034	0.01823	\$41,500	\$0	\$28,597,609	\$0	\$28,556,109	\$0	35%	\$9,994,638	\$0	\$338,376	\$0	182,202	\$0	520,578	\$757
13	4/1/2034	2035	0.01823	\$41,500	\$0	\$29,169,561	\$0	\$29,128,061	\$0	35%	\$10,194,821	\$0	\$345,153	\$0	185,852	\$0	531,005	\$757
14	4/1/2035	2036	0.01823	\$41,500	\$0	\$29,752,953	\$0	\$29,711,453	\$0	35%	\$10,399,008	\$0	\$352,066	\$0	189,574	\$0	541,640	\$757
15	4/1/2036	2037	0.01823	\$41,500	\$0	\$30,348,012	\$0	\$30,306,512	\$0	35%	\$10,607,279	\$0	\$359,117	\$0	193,371	\$0	552,488	\$757
16	4/1/2037	2038	0.01823	\$41,500	\$0	\$30,954,972	\$0	\$30,913,472	\$0	35%	\$10,819,715	\$0	\$366,309	\$0	197,243	\$0	563,553	\$757
17	4/1/2038	2039	0.01823	\$41,500	\$0	\$31,574,071	\$0	\$31,532,571	\$0	35%	\$11,036,400	\$0	\$373,645	\$0	201,194	\$0	574,839	\$757
18	4/1/2039	2040	0.01823	\$41,500	\$0	\$32,205,553	\$0	\$32,164,053	\$0	35%	\$11,257,418	\$0	\$381,128	\$0	205,223	\$0	586,351	\$757
19	4/1/2040	2041	0.01823	\$41,500	\$0	\$32,849,664	\$0	\$32,808,164	\$0	35%	\$11,482,857	\$0	\$388,760	\$0	209,332	\$0	598,093	\$757
20	4/1/2041	2042	0.01823	\$41,500	\$0	\$33,506,657	\$0	\$33,465,157	\$0	35%	\$11,712,805	\$0	\$396,545	\$0	213,524	\$0	610,070	\$757
TOTALS:											\$6,523,321		3,649,192		10,172,513		\$15,131	
AVERAGES:											\$326,166		182,460		508,626		\$757	

Assumptions:

1. Projections show anticipated increased assessed values, captured assessed values, and TIF revenues.
2. Assumes a 20-year CEA term with captured value all set aside for Developer; Years 1-5 require set net payment to City driving Developer payment, Years 6-20 require Developer to receive payments related to 35% of tax payments on increased assessed value (District term is longer per Development Program as CEA Years are triggered from Certificate of Occupancy).
3. Projections assume a flat mil rate of 18.23.
4. Assumes all taxes paid on captured assessed value is used for Developer payments and the rest of the taxes paid on increased assessed value is available to the City's general fund.
5. Projections are much less likely to be accurate farther into the future and are for demonstrative purposes only. The increased assessed values are an estimate only and based on preliminary development plans, which are subject to change and included for demonstrative purposes only.

Exhibit D-2

(Projected Tax Shift Benefits)

Exhibit D-2 | Tax Shift Benefits
City of Biddeford - Saxon Partners TIF District

Fiscal Year	TIF Year	State Aid to Education Benefit	County Tax Benefit	State Revenue Sharing Benefit	Total Tax Benefit
2022-2023	1	-	-	-	-
2023-2024	2	-	-	-	-
2024-2025	3	-	\$3,919	\$13,233	\$17,152
2025-2026	4	\$65,126	\$3,998	\$13,498	\$82,622
2026-2027	5	\$66,435	\$4,078	\$13,768	\$84,281
2027-2028	6	\$67,770	\$4,160	\$14,044	\$85,973
2028-2029	7	\$69,131	\$4,243	\$14,325	\$87,699
2029-2030	8	\$70,520	\$3,876	\$13,090	\$87,486
2030-2031	9	\$64,420	\$3,954	\$13,351	\$81,725
2031-2032	10	\$65,711	\$4,033	\$13,618	\$83,362
2032-2033	11	\$67,027	\$4,114	\$13,889	\$85,031
2033-2034	12	\$68,370	\$4,196	\$14,167	\$86,733
2034-2035	13	\$69,739	\$4,281	\$14,450	\$88,469
2035-2036	14	\$71,136	\$4,366	\$14,738	\$90,240
2036-2037	15	\$72,561	\$4,454	\$15,032	\$92,047
2037-2038	16	\$74,014	\$4,543	\$15,332	\$93,889
2038-2039	17	\$75,497	\$4,634	\$15,638	\$95,769
2039-2040	18	\$77,009	\$4,727	\$15,950	\$97,686
2040-2041	19	\$78,551	\$4,821	\$16,268	\$99,641
2041-2042	20	\$80,124	\$4,918	\$16,593	\$101,635
2041-2042		\$81,729	\$5,016	\$16,924	\$103,669
2042-2043	Developer to receive payment	\$83,366	\$5,117	\$17,261	\$105,744
2043-2044	Developers assume a flat mill rate	\$85,035	-	-	\$85,035
Totals:		\$1,453,271	\$87,448	\$295,167	\$1,835,886
Totals are for demonstrative purposes only.		\$72,664	\$4,372	\$14,758	\$87,423

Assumptions:

1. Data sources include the 2021-2022 mil rate/commitment reported by the City, York County's FY2022 Tax Assessment, the State Treasurer's Office Municipal Revenue Sharing projections for FY2022, published 07/02/2021, and the Maine Department of Education 07/21/21 2021-2022 ED 279 form for Biddeford Schools.
2. Tax shift losses are comprised of declining subsidies in revenue sharing and increasing obligations to pay county taxes. Tax shift losses occur a couple of years following the year in which the new assessed value is first recognized in the assessment. No tax shift losses occur when a TIF captures all of the new value.
3. These projections assume that the formulas and general inputs for state subsidies and county taxes do not change over time and they assume that all other values in other communities are static relative to one another except for the new value assessed. The projections are less likely to be accurate farther into the future.
4. Assumes the assessment ratio in the City is 100% when new property value arrives, such that the market value of new property is used for assessment purposes.
5. The projections above assume that no tax increment financing district is put in place, thus the mil rate is reduced by the influx of new value in the City. This analysis factors in tax shift impacts resulting from the project's new assessed value into future commitments and mil rate calculations to arrive at projected property tax payments.

Exhibit E

(Notice of Public Hearing)

NOTICE OF PUBLIC HEARING

CITY OF BIDDEFORD MAINE NOTICE OF PUBLIC HEARING

Regarding

A Municipal Development and Tax Increment Financing District To Be Known As The

“ Saxon Municipal Development and Tax Increment Financing District”

Notice is hereby given that the City of Biddeford will hold a public hearing on

**Tuesday, September 21, 2021
at 205 Main Street, Biddeford, ME 04005
and via Zoom
The Public Hearing will be at 6:00 p.m.**

The purpose of the public hearing is to receive public comments on the designation of the affordable housing development and tax increment financing district to be known as the Saxon Partners Municipal Development and Tax Increment Financing District (the “District”) and the adoption of a development program for the District pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

The proposed District consists of approximately 10.14 acres located at the end of Barra Road, tax map 2 lot 43-1 with portions of map 2 lot 42-1 and map 7 lot 15. The development project will include a complex of approximately 250 units of market rate rental housing.

A copy of the proposed Development Program will be on file with the City’s Economic Development Office during normal business hours of 8:00 am – 4:00 pm, they can also be found at [Biddeford, ME | Official Website \(biddefordmaine.org\)](http://Biddeford, ME | Official Website (biddefordmaine.org)) or one can call 207-284-9115 during normal business hours to request that a copy be mailed to you. All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time.

Public comments will be taken at the hearings and written comments should be submitted to Nan Whitten: Whitten, Nan nan.whitten@biddefordmaine.org. Written comments will be accepted until 4:00 PM on September 21, 2021.

The Biddeford City Council will also allow remote participation in the public hearing using Zoom. Allow your computer to install the free Zoom app to get the best meeting experience. To access the public hearing, please find the Zoom link at www.biddefordmaine.org.

Exhibit F

(Public Hearing Minutes)

Exhibit G

(City Council Order)

CITY OF BIDDEFORD CITY COUNCIL ORDER

Saxon Partners Municipal Development and Tax Increment Financing District

WHEREAS, the City is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate the **Saxon Partners Municipal Development and Tax Increment Financing District** (the “District,”) and the Development Program (the “Development Program,” for the District; and

WHEREAS, there is a need for economic development in the City of Biddeford, in the surrounding region, and in the State of Maine; and

WHEREAS, there is a need to improve and broaden the tax base of the City of Biddeford; and to improve the general economy of the City of Biddeford and the surrounding region; and

WHEREAS, implementation of the Development Program will help to improve and broaden the tax base in the City of Biddeford and improve the economy of the City of Biddeford and the region by attracting business development to the District; and

WHEREAS, there is a need to implement continued economic development initiatives in the District through the Development Program in accordance with the provision of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended; and

WHEREAS, it is expected that approval will be obtained from the State of Maine Department of Economic and Community Development (the “Department”), approving the **Saxon Partners Municipal Development and Tax Increment Financing District** and the Development Program related thereto;

ORDERED AS FOLLOWS:

Section 1. The City of Biddeford hereby designates the District and adopts the associated Development Program for the District; such designation and adoption to be pursuant to the following findings, terms, and provisions:

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

- a. At least twenty-five percent (25%), by area, of the real property within the District, as hereinafter designated, is suitable for commercial uses; and
- b. The total area of the District does not exceed two percent (2%) of the total acreage of the City, and the total area of all existing and proposed development districts within the City (including the District) does not exceed five percent (5%) of the total acreage of the City; and
- c. The original assessed value of all existing and proposed tax increment financing districts (including the District) does not exceed five percent (5%) of the total value of equalized taxable property within the City as of April 1, 2021; and
- d. The District and pursuit of the Development Program will make a contribution to the economic growth and well-being of the City of Biddeford and the surrounding region, and will contribute

to the betterment of the health, welfare and safety of the inhabitants of the City of Biddeford, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose. The City has considered all evidence, if any, presented to it with regard to any adverse economic effect on or detriment to any existing business and has found and determined that such adverse economic effect on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the District and Development Program.

Section 3. Pursuant to the provisions of 30-A M.R.S.A. § 5227, the percentage of increased assessed value to be retained as captured assessed value in accordance with the Development Program is hereby established as set forth in the Development Program.

Section 4. The City Manager, or his duly appointed representative, is hereby authorized, empowered and directed to submit the proposed Development Program for the District to the State of Maine Department of Economic and Community Development for review and approval pursuant to the requirements of 30-A M.R.S.A. § 5226.

Section 5. The foregoing designation of the District and adoption of the Development Program for the District shall automatically become final and shall take full force and effect upon receipt by the City of approval by the State of Maine Department of Economic and Community Development, without requirement of further action by the City, the City Council, or any other party.

Section 6. The City Manager, or his duly appointed representative, is hereby authorized and empowered, at his discretion, from time to time, to make such revisions to the District and Development Program as the City Manager may deem reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the State of Maine Department of Economic and Community Development, or for any other reason, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Development Program.

Section 7. The City Manager, in the name and on behalf of the City, is hereby authorized and directed to enter into a credit enhancement agreement between the City and the developer of the project to be located in the District, in substantially the form as presented to the City Council in conjunction with this Order and on terms as described in the Development Program and any other negotiated agreements between the City and the Developer.

Dated: September 21, 2021

CREDIT ENHANCEMENT AGREEMENT
Between

THE CITY OF BIDDEFORD, MAINE

and

SPME BARRA, LLC

DATED: NOVEMBER 22, 2021

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THIS CREDIT ENHANCEMENT AGREEMENT dated as of November 22, 2021 between the City of Biddeford, Maine (the “City”), a municipal corporation and political subdivision of the State of Maine, and SPME Barra, LLC (“Developer”), a Delaware limited liability company authorized to do business in Maine.

WITNESSETH THAT

WHEREAS, the City designated the Saxon Partners Development and Tax Increment Financing District (the “District”) pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the City Council at a meeting of the City Council held on September 21, 2021 (the “Vote”) and pursuant to the same Vote adopted a development program for the District (the “Development Program”); and

WHEREAS, the City received the approval of the District and the Development Program from the Maine Department of Economic and Community Development on November 4, 2021; and

WHEREAS, during the Vote, the City Council also authorized the execution of a credit enhancement agreement with the Developer as contemplated by the Development Program in the name of and on behalf of the City; and

WHEREAS, the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the credit enhancement agreement contemplated by and described in the Development Program.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

“Act” means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

“Agreement” or “Credit Enhancement Agreement” shall mean this Credit Enhancement Agreement between the City and the Developer dated as of the date set forth above, as such may be amended from time to time.

“City” shall have the meaning given such term in the first paragraph hereto.

“Commissioner” shall mean the Commissioner of the Maine Department of Economic and Community Development.

“Captured Assessed Value” means the amount of the Increased Assessed Value of the Developer’s Property that is retained in the District in each Tax Year during the term of the District, as specified in Section 2.3 hereof.

“Current Assessed Value” means the then-current assessed value of the Developer’s Property located in the District as determined by the City Tax Assessor as of April 1 of each Tax Year during the term of this Agreement.

“Department” shall mean the Maine Department of Economic and Community Development.

“Developer’s Project Cost Subaccount” means the subaccount within the Project Cost Account of the Development Program Fund set aside for payments to be made to the Developer.

“Developer’s Property” means the property owned by the Developer and located in the District.

“Development Program” shall have the meaning given such term in the recitals hereto.

“Development Program Fund” means the Development Program Fund described in the Financial Plan section of the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A. § 5227(3)(A). The Development Program Fund shall consist of a Project Cost Account with subaccounts, which shall include the Developer’s Project Cost Subaccount.

“District” shall have the meaning given such term in the first recital hereto, which is more specifically comprised of approximately 10.14 acres of real property as identified in the Development Program.

“Effective Date of the Development Program” means the date of final approval of the Development Program by the Commissioner pursuant to the Act.

“Financial Plan” means the financial plan described in the “Financial Plan” Section of the Development Program.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the City may from time to time establish.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Property’s Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

“Original Assessed Value” means forty-one thousand five hundred dollars (\$41,500), the taxable assessed value of the Property as of March 31, 2021 (April 1, 2020) as set forth in Exhibit C to the Development Program.

“Project” means the housing development project being undertaken by the Developer at the land located at the end of Barra Road, Tax Map 2 Lot 43-1 and portions of the following other parcels: Tax Map 2, Lot 42-1; Tax Map 7, Lot 15, all in Biddeford, Maine, all as depicted in Exhibit A to the Development Program.

“Project Cost Account” means the project cost account described in the Financial Plan Section of the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5227(3)(A)(1) and Article II hereof.

“Property Taxes” means any and all *ad valorem* property taxes levied, charged or assessed against the Developer’s Property located in the District by the City, or on its behalf.

“State” means the State of Maine.

“Tax Increment Revenues” means that portion of all real property taxes assessed and paid to the City in any Tax Year, in excess of any state, or special district tax, upon the Captured Assessed Values.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by the City are due and payable from owners of property located within the City or are actually paid to the City with respect to taxable property located within the District.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. § 5222(18), as amended, to wit: April 1 to March 31.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely

for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II

DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date of the Development Program, the City shall create and establish a segregated fund in the name of the City designated as the “Saxon Partners Municipal Development and Tax Increment Financing District Program Fund” (hereinafter the “Development Program Fund”) pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5227(3). The Development Program Fund shall consist of a Project Cost Account that is pledged to and charged with the payment of project costs as outlined in the Financial Plan of the Development Program and as provided in 30-A M.R.S.A. § 5227(3)(A)(1). The Project Cost Account shall also contain two subaccounts designated as the “Developer’s Project Cost Subaccount”, as well as a subaccount for the City designated as the “City Project Cost Subaccount.” The Development Program Fund is pledged to and charged with the payment of costs in the manner and priority provided in 30-A M.R.S.A. § 5227(3)(B) and as set forth in Section 3.1(b) below.

Section 2.2. Liens.

The City shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Developer’s Project Cost Subaccount described in Section 2.1 hereof or any funds therein, other than the interest in favor of the Developer hereunder in and to the amounts on deposit; provided, however, that nothing herein shall prohibit the creation of property tax liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.

(a) Each year during the term of this Agreement, commencing in the Fiscal Year following the Tax Year in which the Project receives its Certificate of Occupancy from the City, and continuing for a period of twenty (20) years or until the District is scheduled to terminate pursuant to the Development Program, whichever occurs sooner (the “CEA Years”), the City shall

SPME BARRA, LLC CEA – EXECUTION COPY

capture the Increased Assessed Value and deposit the resulting Tax Increment Revenue into the Developer's Project Cost Subaccount of the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement equal to the following amounts in each of the CEA Years:

CEA Year (July 1 – June 30)	Captured Assessed Value Amount/Percentage of Increased Assessed Value to Developer	Net Payment to City
1	All tax revenues paid on Increased Assessed Value over Net Payment	\$255,000
2	All tax revenues paid on Increased Assessed Value over Net Payment	\$260,100
3	All tax revenues paid on Increased Assessed Value over Net Payment	\$265,302
4	All tax revenues paid on Increased Assessed Value over Net Payment	\$270,608
5	All tax revenues paid on Increased Assessed Value over Net Payment	\$276,020
6	35%	65%
7	35%	65%
8	35%	65%
9	35%	65%
10	35%	65%
11	35%	65%
12	35%	65%
13	35%	65%
14	35%	65%
15	35%	65%
16	35%	65%
17	35%	65%
18	35%	65%
19	35%	65%
20	35%	65%

The City shall then allocate all of the Tax Increment Revenues as set forth above to the Developer's Project Cost Subaccount.

(b) The Developer agrees to construct a market rate housing development, with an intent to focus on medial or university markets, as appropriate, and an intent to target not more than 250 units; provided, however, that failure to achieve the market rate housing development in terms of intended target markets and number of units, or as specified in the Development Program shall not constitute a default or breach of any material term by the Developer under this Agreement.

(c) The Developer agrees that the City can decide to capture taxes paid on Increased Assessed Value in the District in an amount larger than the Captured Assessed Value identified in this Section 2.3 and utilize the taxes paid on such additional captured assessed value for the City's own economic development uses so long as the deposits into the Developer's Project Cost Subaccount and payments to the Developer hereunder are unaffected by such additional capture.

Section 2.4. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in Developer's Project Cost Subaccount shall in all cases be used and applied to fund fully the City's payment obligations to the Developer as described in Articles II and III hereof.

Section 2.5. Monies Held in Segregated Account.

All monies required to be deposited with or paid into Developer's Project Cost Subaccount under the provisions hereof and the provisions of the Development Program, and any investment earnings thereon, shall be held by the City for the benefit of the Developer.

**ARTICLE III
PAYMENT OBLIGATIONS**

Section 3.1. Payments to the Developer.

(a) The City agrees to pay the Developer, within thirty (30) days following the Tax Payment Date, all amounts then on deposit in the Developer's Project Cost Subaccount.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against the Developer's Property remain unpaid, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Values; and second, shall constitute payment of Property Taxes with respect to Increased Assessed Values, to be applied first to payment in full of the Net Payment to the City for the year concerned in accordance with the table in Section 2.3(a); and third, to payment of the Developer's share of the Tax Increment Revenues for the year concerned as set forth in the table in Section 2.3(a), to be deposited into the Developer's Project Cost Subaccount. In any case where a portion of the property taxes assessed against the Developer's Property remains unpaid for any reason other than a bona fide valuation dispute, no payment of the Developer's share of the Tax Increment Revenues for the year concerned will be deposited into the Developer's Project Cost Subaccount until such property taxes assessed against that Developer's Property are paid in full.

Section 3.2. Failure to Make Payment.

(a) In the event the City should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into a Developer's Project Cost Subaccount is insufficient to reimburse the Developer for the full amount due to that Developer under this Agreement, the

amount or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. The Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation to deposit Tax Increment Revenues to the Developer's Project Cost Subaccount and its obligation to make payment out of the Developer's Project Cost Subaccount to the Developer.

(b) Any payment from the City to the Developer not paid within thirty (30) days following the Tax Payment Date, as specified in Section 3.1 above, shall be subject to payment of interest to the Developer by the City at the same rate applicable to refunds of abated property taxes. The provision in this section 3.2(b) of an interest rate on late payments by the City shall not limit the Developer's right under section 5.2 below to collect or require immediate payment of past due City payments.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to the Developer at the addresses specified in Section 8.7 hereof in the manner provided hereinabove for the Developer's own respective use and benefit by check drawn on the City.

Section 3.4. Obligations Unconditional.

Subject to compliance with the terms and conditions of this Agreement, the obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the City shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal.

Section 3.5. Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from Tax Increment Revenues pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable the Developer hereunder, whether or not actually deposited into the respective Developer's Project Cost Subaccount in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the City, the State of Maine, or any other City or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of and Grant of Security Interest in Developer's Project Cost Subaccount.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge the Developer's Project Cost Subaccount described in Section 2.1 hereof and all sums of money and other securities and investments therein to the Developer.

Section 4.2. Perfection of Interest.

(a) To the extent deemed necessary or desirable by the Developer, the City will at such time and from time to time as reasonably requested by the Developer establish the Developer's Project Cost Subaccount described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by the Developer so as to perfect the Developer's interest therein. The cost of establishing and monitoring such funds (including the cost of counsel to the City with respect thereto) shall be borne exclusively by Developer. In the event such a fund is established under the control of a trustee or fiduciary, the City shall cooperate with Developer in causing appropriate financing statements and continuation statements naming Developer as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(b) In the event the Developer requires the establishment of a segregated fund in accordance with this Section 4.2, the City's responsibility shall be expressly limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by the Developer. The City shall have no liability for payment over of the funds concerned to the Developer by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary. Notwithstanding any change in the identity of the Developer's designated escrow agent, trustee or other fiduciary, the City shall have no liability for misdelivery of funds if delivered in accordance with the Developer's most recent written designation or instructions actually received by the City.

Section 4.3. Further Instruments.

The City shall, upon the reasonable request of either Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City; and provided further that the cost of

executing and delivering such further instruments (including the reasonable and related costs of counsel to the City with respect thereto) shall be borne exclusively by the applicable Developer.

Section 4.4. No Disposition of the Developer's Project Cost Subaccount.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Developer's Project Cost Subaccount and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records and documents in the possession of either of the parties to this Agreement relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into Developer's Project Cost Subaccount shall at all reasonable times and upon reasonable notice be open to inspection by both parties to this Agreement, and the agents and employees of the parties to this Agreement.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default":

(a) Any failure by the City to pay any amounts due the Developer when the same shall become due and payable;

(b) Any failure by the City to make deposits into Developer's Project Cost Subaccount as and when due;

(c) Any failure by the City or a Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or a Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof;

(d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of a Developer's affairs shall have been entered against the Developer, which cannot be cured within 90 consecutive days following such action, or the Developer shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Developer or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Developer or the failure

by the Developer to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Developer.

Section 5.2. Remedies on Default.

Subject to the provisions contained in Section 8.13, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the non defaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the non defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder. No remedies shall be available to a Developer with respect to default unrelated to the City's deposit, payment or performance obligations not impacting the Developer.

Section 5.3. Remedies Cumulative.

Subject to the provisions of Section 8.13 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

**ARTICLE VI
EFFECTIVE DATE, TERM AND TERMINATION**

Section 6.1. Effective Date and Term.

This Agreement shall remain in full force from the Effective Date of the Development Program and shall expire upon the termination of the District term unless sooner terminated pursuant to Section 3.4 or any other applicable provision of this Agreement.

Section 6.2. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and the Developer shall each execute and deliver such

documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTERESTS

Section 7.1. Consent to Pledge and/or Assignment or Grant of a Security Interest.

The City hereby acknowledges that the Developer may from time to time pledge and assign its right, title and interest in, to and under this Agreement as collateral for any financing of the Project in the District secured by a mortgage of the Developer's Property within the District, although no obligation is hereby imposed on either of the Developers to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of and the grant of a security interest in all Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to either Developer hereunder, to third parties as collateral or security for financing such development, on one or more occasions during the term hereof. The City agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by such prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee or secured party as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder. The City agrees to execute and deliver any other documentation as shall confirm to such pledgee or assignee or secured party the position of such assignee or pledgee or secured party and the irrevocable and binding nature of this Agreement and provide to such pledgee or assignee such rights and/or remedies as Developer or such pledgee or assignee may reasonably deem necessary for the establishment, perfection and protection of its interest herein. The Developer shall be responsible for the City's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

Section 7.2. Pledge, Assignment or Security Interest.

Except as provided in Section 7.1 hereof, the Developer shall not transfer or assign any portion of their rights in, to and under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the City or the Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred. This Agreement shall be enforceable by and inure to the benefit of the successors to the Developer of the project, including any

subsequent purchaser of the property or the project, subject to the requirements of any process or approval identified pursuant to Article 7 hereof.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and the Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and the Developer.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials.

(a) No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity, and neither the City Council nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of the Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of the Developer in his or her individual capacity, and no official, officer, employee or agent of the Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Notices.

All notices, certificates, requests, requisitions or other communications by the City or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the City:

City of Biddeford
205 Main Street
Biddeford, Maine 04005
Attention: City Manager

With a copy to:

Bernstein Shur
100 Middle Street
PO Box 9729
Portland, ME 04104
Attention: Shana Cook Mueller

If to SPME Barra, LLC:

c/o Donald S. Smith, Manager
Saxon Partners LLC
25 Recreation Park Drive
Hingham, MA 02043

With a copy to:

Jensen Baird
10 Free Street
P.O. Box 4510
Portland, ME 04112
Attention: Alyssa Tibbetts

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments.

This Agreement may be amended only with the concurring written consent of the parties hereto. Section 2.3 may be amended by the City upon approval from the Commissioner without consent from the Developer as long as any change in the percentage of the Increased Assessed Value retained as Captured Assessed Value in the District pursuant to Section 2.3(a) does not affect the amount of Tax Increment Revenues transferred to the Developer's Project Cost Subaccount of the Project Cost Account pursuant to Section 2.3(a). In the unlikely event that the Department or the State of Maine prevents the City from capturing Increased Assessed Value and/or spending Tax Increment Revenues in a manner consistent with the provisions of this Agreement or the

Development Program, to the extent possible the percentages of Property Taxes paid on Increased Assessed Values listed in Section 2.3(a) hereof, and the payment obligations related thereto, shall be reduced pro rata based for the applicable Tax Year. In such circumstance, the parties agree to enter into discussions in good faith about whether an amendment hereto is warranted in response to the prevention by the State from capturing value.

Section 8.9. Reserved.

Section 8.10. Benefit of Assignees or Pledgees.

The City agrees that this Agreement is executed in part to induce assignees or pledgees to provide financing for improvements by or on behalf of Developer within the District and accordingly all covenants and agreements on the part of the City as to the amounts payable hereunder as hereby declared to be for the benefit of any such assignee or pledgee from time to time of Developer's right, title and interest herein.

Section 8.11. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Reserved.

Section 8.13. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, then either party may refer the dispute for resolution by one arbitrator mutually agreed to by the parties, and judgment on the award rendered by the arbitrator may be entered in any Maine state court having jurisdiction. Any such arbitration will take place in Biddeford, Maine or such other location as mutually agreed by the parties. The parties acknowledge that arbitration shall be the sole mechanism for dispute resolution under this Agreement. In the event the parties are unable to agree, within a reasonable period, on the selection of an arbitrator, each party shall appoint a neutral and the selected neutrals shall be charged with selecting an arbitrator. Provided however, that in the event the selection of an arbitrator by the parties and through neutrals fails, either party may file suit to resolve the dispute in any court having jurisdiction within the State of Maine. This arbitration clause shall not bar the City's assessment or collection of property taxes in accord with law, including by judicial proceedings, including tax lien thereof.

Section 8.14. Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the City, by entering into this Agreement, is not excusing any non-payment of taxes by the Developer. Without limiting the

foregoing, the City and the Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on the respective Developer's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The City and the Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party or be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to the applicable Developer's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

SPME BARRA, LLC CEA – EXECUTION COPY

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

CITY OF BIDDEFORD

Kendi L. Norton

By: James A. Bennett
Name: James A. Bennett
Its City Manager, Duly Authorized by the City
Council at its meeting on September 21, 2021

SPME BARRA, LLC CEA – EXECUTION COPY

WITNESS:

BY: SPME BARRA, LLC

By: _____

Printed Name: Donald S Smith, Manager

ASSIGNMENT OF CEA, PERMITS, AND PLANS

SPME BARRA, LLC, a Delaware limited liability company (“Seller”), for good and valuable consideration paid by **[TOM WATSON & CO., LLC]**, a Maine limited liability company (“Buyer”), the receipt of which is hereby acknowledged, does, effective as of _____, 2022, hereby assign and transfer unto Buyer (to the extent assignable) the following agreements, contracts, guaranties, warranties, plans, licenses, permits, and approvals, whether now or hereafter executed, granted, received, acquired or issued:

- (i) that certain Credit Enhancement Agreement dated November 22, 2021 (together with any and all extensions, modifications, amendments and renewals thereof, the “CEA”) between Seller and the City relating to the housing development project (the “Project”) being undertaken on the Property located at 60 Barra Road, Biddeford, Maine (the “Property”) and further described in that certain Purchase and Sale Agreement by and between Seller and Buyer dated as of June 16, 2022 (together with any and all extensions, modifications, amendments and renewals thereof, the “PSA”));
- (ii) any and all licenses, permits, approvals, authorizations, development rights, and other approvals in effect as of the date hereof that Seller has pertaining to the ownership, expansion, development, maintenance, repair and/or operation of the Property or the Project (collectively, the “Permits”); and
- (iii) any and all plans, specifications, drawings, surveys, renderings and models respecting the Property or the Project, and any and all plans, studies, work product and other like documents in Seller’s possession relating to the expansion and/or development of the Property or the Project (the “Plans”);

To have and to hold said CEA, Permits, and Plans to Buyer, its successors and assigns, to its own use and behoof forever.

This Assignment shall be binding upon and inure to the benefit of Buyer, Seller and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document. Delivery of an executed counterpart of a signature page to this Assignment by telecopy, emailed .pdf or any other electronic means that reproduces and image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Assignment and such counterpart shall be deemed to be an original hereof.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, Seller has caused this instrument to be executed as of the date first set forth above.

WITNESS:

SELLER:

SPME BARRA, LLC

Name:

By: _____
Name: _____
Title: _____

WITNESS:

BUYER:

[TOM WATSON & CO., LLC]

Name:

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT AND CONSENT

The undersigned City of Biddeford (the “City”) hereby acknowledges and consents to the foregoing Assignment of CEA, Permits, and Plans (the “Assignment”) by SPME Barra, LLC, a Delaware limited liability company (the “Seller”) to [Tom Watson & Co., LLC, a Maine limited liability company] (“Buyer”).

Dated as of _____, 2022.

WITNESS:

CITY OF BIDDEFORD

By: _____

Name:

Title:



JANET T. MILLS
GOVERNOR

STATE OF MAINE
DEPARTMENT OF ECONOMIC
AND COMMUNITY DEVELOPMENT



HEATHER JOHNSON
COMMISSIONER

November 4, 2021

James A. Bennett
City Manager
CITY OF BIDDEFORD
205 Main Street
Biddeford, Maine 04005

RE: Saxon Partners Municipal *Tax Increment Financing* (TIF) District and *Development Program* (Program)

A P P R O V E D

Dear Mr. Bennett,

The Maine Department of Economic and Community Development (DECD) reviewed and EFFECTIVE TODAY APPROVED the above-referenced Municipal TIF District and Program. Based on the application, DECD notes/approves:

- a. District term of 26 years, starting July 1, 2022, and ending June 30, 2048. Note: TIF will end either on June 30, 2048, or at the end of the 20-year CEA term, whichever comes first, not to exceed 26 years from July 1, 2022;
- b. District taxable Original Assessed Value of \$41,500, as of March 31, 2021 (April 1, 2020)—acreage 10.14;
- c. Real property Increased Assessed Value (IAV) capture of an amount to comply with the CEA obligation to the Developer of the following: CEA year 1- the amount over \$255,000 of property taxes paid on the IAV, for CEA years 2 to 5- the amount over \$255,000 of property taxes paid on the IAV, increased by 2% each year, for CEA years 6 to 20- 35%. For all non-CEA years, 0% will be captured;
- d. District revenues deposited/held in DEDICATED account and applied ONLY toward approved activities/projects,
 - i) Project Cost account to reimburse SPME Barra, LLC, for costs authorized by 30-A M.R.S.A. § 5225(1)(A) and DECD rules as amended from time to time,
 - ii) City may NOT establish a Sinking Fund, NOR incur public indebtedness, without formal amendment;
- e. SPME Barra, LLC reimbursement limited to incremental taxes from NEW actual value projected at \$3,649,192 total, or, for CEA year 1, the amount over \$255,000 of property taxes paid on the IAV, for CEA years 2 to 5, the amount over \$255,000 of property taxes paid on the IAV, increased by 2% each year, and for CEA years 6 to 20, 35% annually, for a total maximum 20- year term, during the District term;
- f. AFTER EXECUTION, CITY MUST FORWARD A COPY of any associated credit enhancement agreement and its amendment(s) or assignment(s) to DECD;
- g. CITY may NOT negotiate/execute reimbursement agreements with any other company/developer, other than SPME Barra, LLC, without due public process and future amendment;
- h. Any non-captured incremental property values resulting in General Fund revenue/deposits MUST be included/reported with City equalized assessed value;
- i. Any future amendment MUST comply with 30-A M.R.S.A. §§ 5221-5235 and DECD rules;
- j. When District expires, or is terminated, BIDDEFORD MUST NOTIFY DECD IN WRITING.



JANET T. MILLS
GOVERNOR



HEATHER JOHNSON
COMMISSIONER

Biddeford did not seek, nor has approval, for any public activities/projects.

Please contact Development Program Officer Tina Mullins with questions about this certification. The Department extends best wishes for the District's success.

Sincerely,

Heather Johnson
Commissioner

cc: via e-mail only

Senator Susan A. Deschambault (SD-32)—130th Legislature

Representative Traci Gere (HD-9)—130th Legislature

Representative Ryan M. Fecteau (HD-11)—130th Legislature

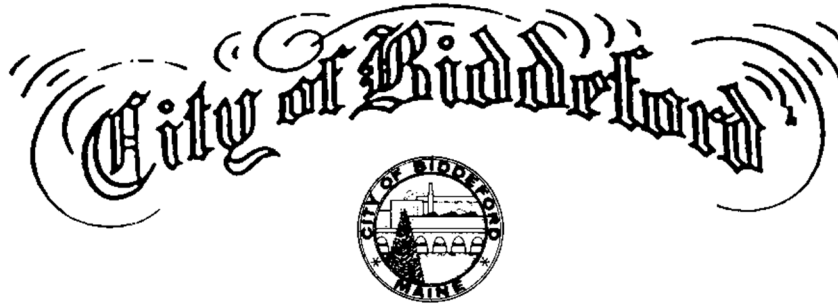
Representative Erin R. Sheehan (HD-12)—130th Legislature

Peter Lacy, MRS Property Tax Division Director

Mathew Eddy, Biddeford Director of Planning and Development

Nicholas Desjardins, Biddeford Assessor

Shana Cook Mueller, Bernstein, Shur, Sawyer & Nelson, P.A.



BE IT FURTHER RESOLVED that the Biddeford City Council shall adopt a Climate Action Plan containing specific policies and implementation actions aimed to achieve the interim 62.6% emission reduction by 2030 and align with the net-zero 2050 goal.

October 18, 2022

Motion:

Vote:

Attest by: _____



City Council

Meeting Date: October 18, 2022

Meeting Time: 6:00 p.m.

Agenda Item No: 9.c.

Item Description: 2022.88) Acceptance/Race to Zero Carbon Emission Reduction Pledge-RESOLUTION

Submitted by: Meaghan Daly, Biddeford Climate Task Force (BCTF)

Supporting Information/Documentation:

Power Point Presentation

Key Terms:

ICLEI – (formerly International Council for Local Environmental Initiatives) An international non-profit organization that promotes sustainable development through technical support of local governments.

Race to Zero – ICLEI’s global campaign to secure a future warming that exceeds no more than 1.5 degrees Celsius. Race to Zero assists cities achieve 2030 carbon reduction targets then net zero carbon emissions by 2050.

Net Zero – Negating the amount to greenhouse gases produced by human activity, by reducing emissions and/or implementing methods of absorbing carbon dioxide from the atmosphere.

Science-Based Target – Science-based targets are climate goals in line with the latest climate science. They represent your community’s fair share of the ambition necessary to meet the Paris Agreement commitment of keeping warming below 1.5°C.

High Impact Actions – Changes to “business as usual” the City can make in specific areas of energy use that will have great effect on reducing overall emissions. These areas include, but are not limited to, Grid De-carbonization, Reduction in Vehicles Miles Traveled, and Building Efficiency.

Executive Summary:

With ICLEI’s technical oversight, the Climate Task Force conducted Biddeford’s first ever Greenhouse Gas Emission Inventory in 2020. Based on the findings made during this inventory, ICLEI has suggested actions the City can take to reduce emissions by a targeted amount by 2030, and then become carbon-neutral by 2050. All member cities are encouraged to formally adopt these targets in a quest to limit overall warming to 1.5 degrees Celsius. This is their Race to Zero campaign.

Detailed Review:

About the ICLEI Race to Zero Challenge

ICLEI – Local Governments for Sustainability is an international non-profit organization that promotes sustainable development through technical support to local governments. ICLEI's Race to Zero challenge is a global campaign established during the UN climate negotiations in Fall of 2020.

The Race to Zero aims to ramp up local level climate action in line with the 2015 Paris Agreement target of limiting global warming to 1.5°C (2.7°F) – a threshold that scientists have identified as an upper limit for avoiding the worst impacts of climate change. To keep warming below 1.5°C, the science shows that societies around the globe must achieve net-zero greenhouse gas emissions by 2050 at the latest.

The Race to Zero initiative helps cities to scale up ambition and action to achieve net-zero emissions by 2050. This includes setting an interim 2030 target that reflects maximum effort toward reducing a fair share of CO₂ reductions, while also accounting for varied local and national capacities to implement emissions reduction strategies. Additionally, ICLEI helps municipalities identify the most impactful strategies toward achieving the 2030 and 2050 targets based on each municipality's current greenhouse gas emissions and sources. These are called 'high impact actions.'

What would joining the Race to Zero mean for Biddeford?

Based on ICLEI's analysis, **Biddeford should aim to reduce their greenhouse gas emissions by 62.6% by 2030** as an intermediate step toward **0% net emissions by 2050**, as set out in the UN Paris Agreement.

Additionally, ICLEI has modeled Biddeford's future emissions under a 'business-as-usual' scenario, which also accounts for anticipated population growth. Based on these findings, ICLEI has identified key high impact actions for Biddeford. Essentially, high impact actions are broad areas where Biddeford could achieve the most 'bang for its buck' to meet its 2030 and 2050 targets. In sum, high impact actions help municipalities identify a pathway for achieving emissions reduction targets at a high-level 'birds eye view.'

Based on ICLEI's projections of Biddeford's emissions, in 2030 the **three largest sources of greenhouse gases from our city will be:** on-road transportation (46%), residential fuels (22%), and commercial fuels (12%). This analysis helps to identify broad policies for achieving the 2030 and 2050 targets. These include: 1) **grid decarbonization** through enhanced production of renewable energy, 2) **reducing transportation sector emissions** through electric vehicle adoption and reducing vehicle miles traveled, 3) **enhanced energy efficiency** for commercial and residential buildings, and 4) **electrification** of commercial and residential buildings.

While these targets and high impact actions provide a general pathway for Biddeford to act in line with limiting warming to 1.5°C, **specific strategies and policies that are suited to our local context will be selected as part of the already ongoing process to create a tailored Climate Action Plan for our city.** This planning process will center public outreach, engagement, and buy-in at every step of the way. In this way, the ICLEI Race to Zero high impact actions will create a broad road map for action in Biddeford, while the detailed Climate Action Plan is forthcoming (anticipated completion in Fall 2023).

Importantly, signing on to the Race to Zero pledge would ensure that Biddeford’s climate goals meet the scale of the challenge based on sound science. Additionally, **Biddeford would set itself apart as a climate leader within the state of Maine**, while also joining a critical mass of 48 other municipalities across the U.S. who have already signed on.

For more detailed information about Race to Zero: [ICLEI150-Explainer \(biddefordmaine.org\)](https://biddefordmaine.org/ICLEI150-Explainer)

What would Biddeford City Council be signing on to do?

To comply with the Race to Zero pledge, the City of Biddeford would be required to:

- **Formally endorse a goal of net-zero emissions by 2050**, with an intermediate goal of 62.6% emission reductions by 2030
- **Create a climate action plan toward achieving the 2030 and 2050 targets**, within 12 months of endorsing the pledge
- **Undertake at least one high-impact action** toward achieving the 2030 target during 2023
- **Report to ICLEI on high-impact action** taken toward achieving emissions targets by end of 2023

The members of the Biddeford Climate Task Force respectfully ask the City Council to endorse the ICLEI Race to Zero pledge through a formal resolution, which will acknowledge the 2030 and 2050 emissions reductions goals

Funding Source:

N/A

Staff Recommendation:

As part of the City’s work on climate action, staff recommends this Council action.

Race to Zero Pledge: Endorsing Science-based Targets and High Impact Actions

Biddeford Climate Task Force
Presentation to City Council
October 18, 2022



ICLEI Race to Zero Campaign



Globally activate a decarbonized economy to keep atmospheric warming below 1.5°C

Use a science-based & data-driven approach to identify emissions reduction targets & identify key areas for action

Put cities on track for the emissions reductions needed by 2030 to be on track for zero net emissions by 2050

What other cities have already joined the Race to Zero pledge?

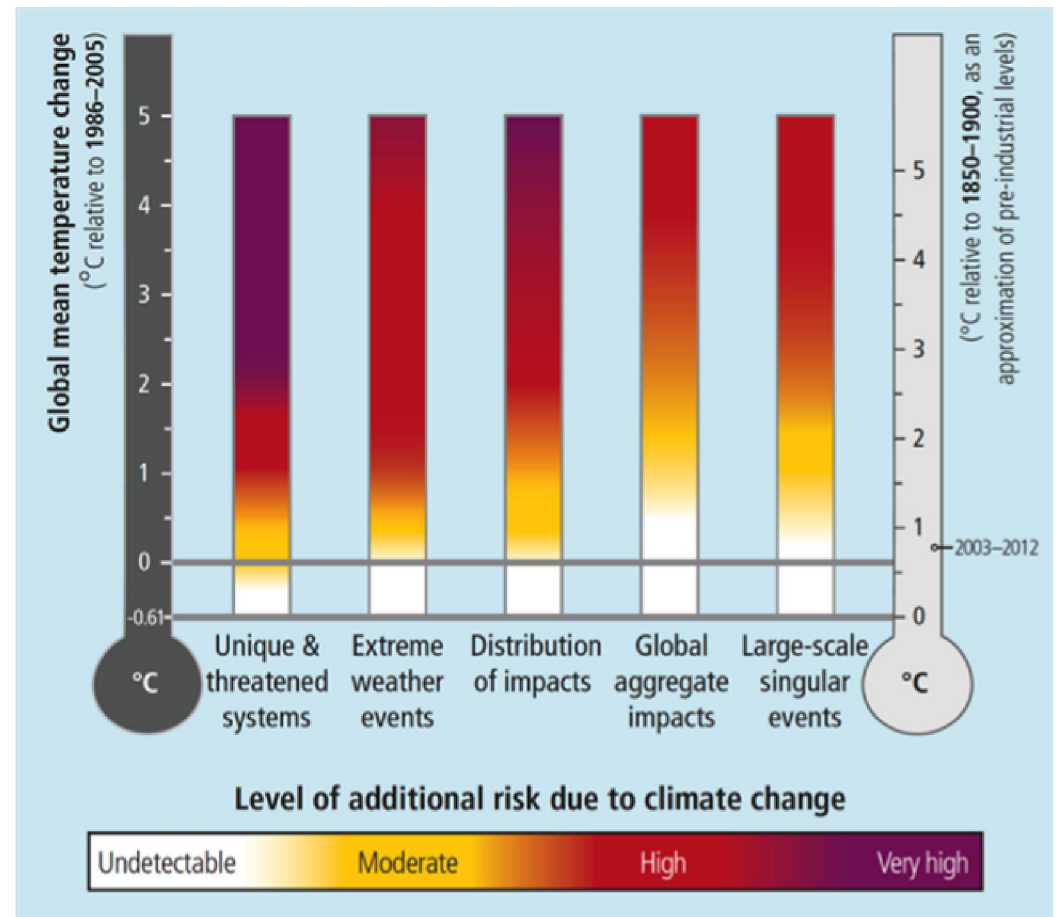
- Boston, MA
 - Acton, MA
 - Salem, MA
 - Medford, MA
 - Providence, RI
 - Concord, NH
 - Montpelier, VT
- Pittsburgh, PA
 - Lansing, MI
 - St. Petersburg, FL
 - Part City, UT
 - Kansas City, MO
 - Seattle, WA
 - Sacramento, CA

So far 48 municipalities in the U.S. & 1,000+ around the world!

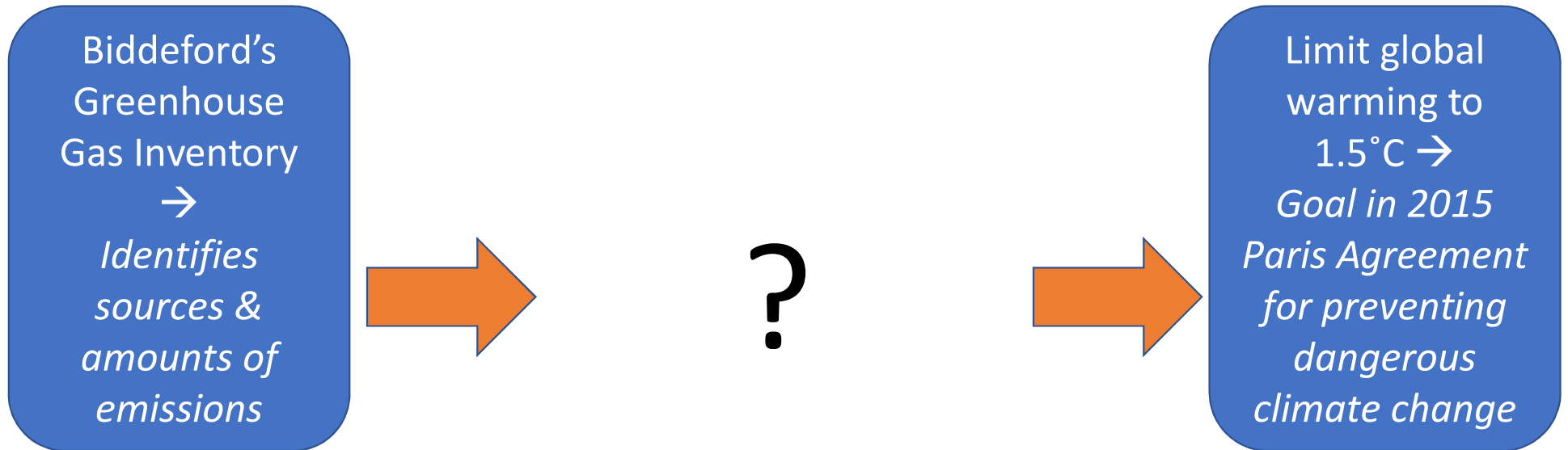
Why a science-based target?

Global goal to limit warming to 1.5°C established in the 2015 Paris Agreement

Studies have shown that warming above 1.5°C significantly increases risks of large-scale & irreversible impacts



Why a science-based target?



Why a science-based target?



Biddeford's Science-based Targets

→ 2050 goal of net-zero emissions

→ Interim 2030 goal of 62.6%
absolute emissions reductions

- *** 2030 goal accounts for a 'fair share' of emissions reductions for highly developed countries, which have capacity to reduce emissions faster than less developed countries

Other emissions reductions targets in Maine

State of Maine

- → 45% reduction by 2030, 80% reduction by 2050
- → Net zero emissions by 2045

Portland / South Portland

- → 80% reduction by 2050
- → 100% reduction for municipal operations by 2040

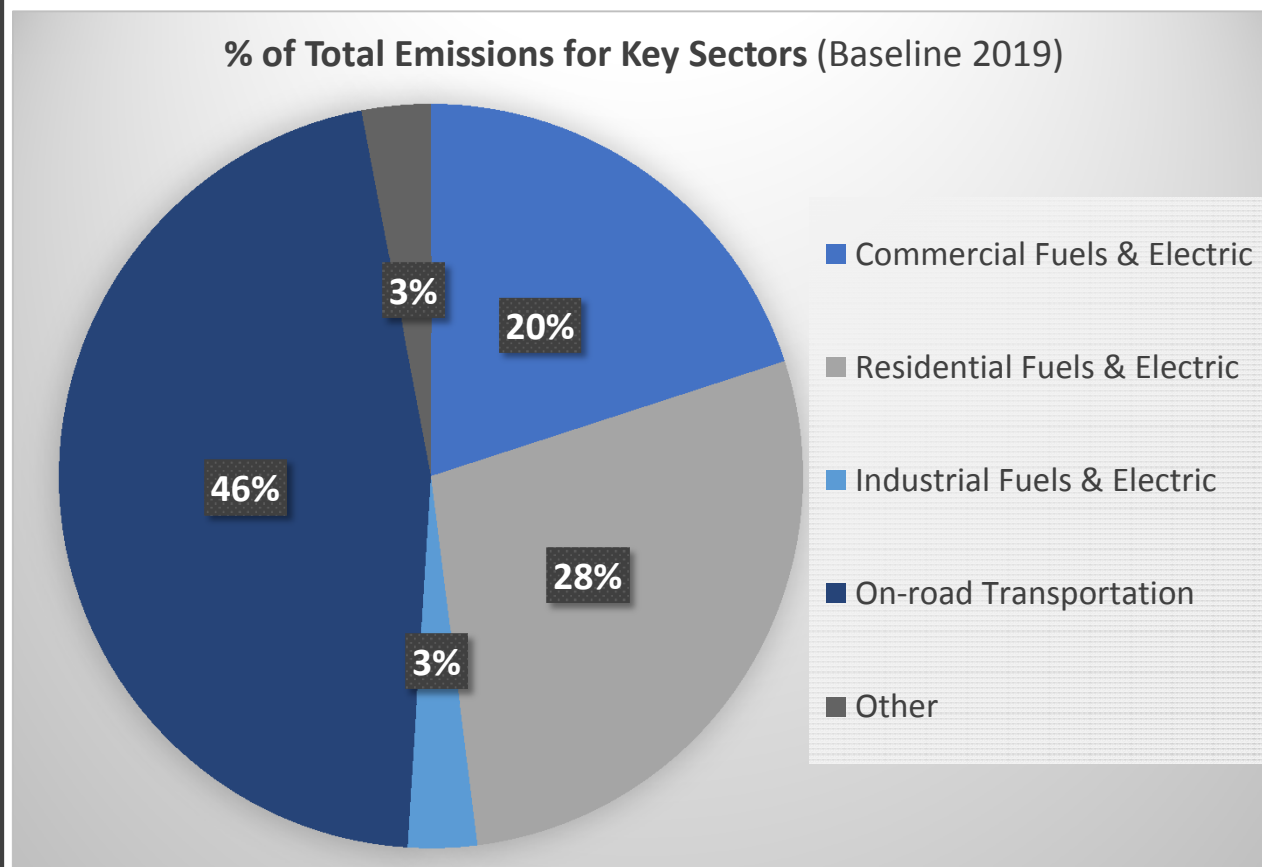
Falmouth *(not yet adopted, under consideration)*

- → 65% reduction by 2030
- → Net zero emissions by 2050
- → 100% reduction for municipal operations by 2040

Suggested High Impact Actions

Reducing emissions through:

- Grid decarbonization (electricity from renewable energy sources)
- Adoption of electric vehicles & decreased vehicle miles traveled
- Commercial & residential building efficiency improvements
- Commercial & residential building electrification



What might High Impact Actions look like in practice?

High Impact Actions	Examples of specific low- or no-cost actions Biddeford could enact
Grid decarbonization	Adjust municipal ordinance to streamline residential and commercial rooftop solar
Adoption of electric vehicles & reduced VMT	Incentivize EV charging infrastructure in new residential & commercial development
Commercial & Residential Building Efficiency	Connect residents with information about Efficiency Maine rebates for weatherization & upgrades
Commercial & Residential Building Electrification	Adopt updated “stretch” building energy codes

Why should Biddeford adopt science-based targets & high impact actions?

Science-based targets



Scientific basis may be perceived as less arbitrary



Provides clear & time-based goals



Establish Biddeford as a state-wide leader

High impact actions



Identifies concrete pathway for achieving goals



Can be “tailored” to Biddeford’s context



Actions selected & refined based on public input

What would City Council be signing on to do?

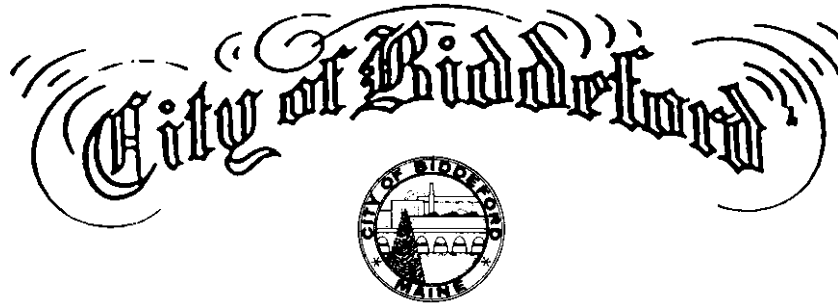
Endorse goal of zero emissions by 2050,
with intermediate goal of 62.6% reduction
by 2030

Create an action plan to achieve the 2030
and 2050 targets, within 12 months

Undertake at least one high-impact action
to achieve targets during 2023

Report on action(s) taken toward in line
with High Impact Actions by end of 2023

Thank you for listening.
Questions?



2022.89

IN BOARD OF CITY COUNCIL...OCTOBER 18th, 2022

A Resolution of the Biddeford City Council

- **WHEREAS:** On November 20th, 2019 the Biddeford Planning Board approved Maine Water Company's (MWC) construction of a new water treatment facility on Water Works Drive, replacing its facility at 466 South Street; and
- **WHEREAS:** Whereas the new facility began producing water in June of 2022; and
- **WHEREAS:** As part of the DEP-NRPA mitigation efforts for Maine Water Company's new facility, Maine Water Company agreed to place approximately 250 acres of company-owned land west of the Water Works Drive facility into a conservation easement, to be protected as open space; and
- **WHEREAS:** Maine Water Company is partnering with Maine Coast Heritage Trust to manage the new conservation area, which is to remain under the ownership of the Maine Water Company;

NOW THEREFORE, BE IT RESOLVED, that the Biddeford City Council supports the creation of an approximately 250-acre conservation easement, on land owned by the Maine Water Company near Water Works Drive, to be managed in partnership with Maine Coast Heritage Trust.



City Council

Meeting Date: October 18th, 2022

Meeting Time: 6:00 pm

Agenda Item No: 9.d.

Item Description: 2022.89) Acceptance/Maine Water Company Land Conservation Plan.

Submitted by: Greg Mitchell, Planning & Development Director

Supporting Information/Documentation:

N/A

Key Terms:

N/A

Executive Summary:

The creation of a 250-acre conservation easement, to be managed in partnership with Maine Coast Heritage Trust on land owned by the Maine Water Company.

Detailed Review:

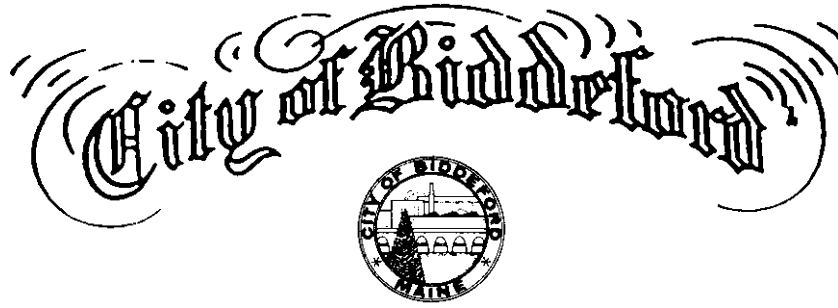
In November of 2019, The Biddeford Planning Board approved the relocation of the Maine Water Company (MWC) from its location at 466 South Street to a new facility on Water Works Drive, directly southwest of the previous facility. This new treatment facility opened in June of 2022. However, as part of the Department of Environmental Protection mitigation requirements for this project, MWC agreed to place approximately 250 acres of land to the west of the new treatment facility into a conservation easement in perpetuity. MWC has partnered with the Maine Coast Heritage Trust to manage the new conservation land, which will remain under the ownership of MWC.

Funding Source:

N/A

Staff Recommendation:

Staff supports the request to support the adoption of a new ~250 acre conservation easement managed by the Maine Coast Heritage Trust and owned by Maine Water Company.



2022.90

IN BOARD OF CITY COUNCIL...OCTOBER 18th, 2022

A Resolution of the Biddeford City Council

WHEREAS, The Saco River Corridor Act was signed into law by the Maine State Legislature in 1971 to preserve the unique environmental and visual characteristics of the Saco River; and

WHEREAS, the Maine State Legislature established the Saco River Corridor and Saco River Corridor Commission in 1973 to carry out the purpose of the Saco River Corridor Act; and.

WHEREAS, the Saco River Corridor includes lands adjacent to the Saco, Ossipee and Little Ossipee Rivers to a depth of 500 feet from the normal high water line, and up to 1,000 feet in the 100-year floodplain; and

WHEREAS, the Saco River Corridor Commission administers performance standards which govern new development activity occurring within the Saco River Corridor, which includes but is not limited to standards related to structure setbacks, residential and commercial unit density, use restrictions, vegetation removal and planting activity; and

WHEREAS, The City of Biddeford proposed changes to the Saco River Corridor Act in 2019 to allow for more intensive mixed-use development to occur within the City's General Development District of the Saco River Corridor; and

WHEREAS, the Saco River Corridor Commission Staff is recommending performance standard changes to the Saco River Corridor Commission, including Chapter 103; Standards to Address the Environmental Factors, Chapter 104-A; Performance Standards for Multi-Unit Uses, including Condominium and Cluster Development within the General Development District, and Chapter 107; Performance Standards Governing Expansions of Nonconforming Uses, including Structures and Schedule of Fees; and

WHEREAS, the proposed changes generally exempt development within designated General Development Districts established prior to September 1, 1983 from complying with Saco River Corridor Commission performance standards related to setbacks, unit density, and building height, subject instead to local land use regulations; and

WHEREAS, the General Development District in downtown Biddeford was established on October 23, 1974, therefore allowing for new development here to be exempt from these particular Saco River Corridor Commission performance standards; and

WHEREAS, the City of Biddeford is proposing to establish a new shoreland zone sub-district in downtown Biddeford along the Saco River between Pearl Street and Horrigan Court to allow for planned higher-intensity mixed-use development as outlined in three separate joint development agreements entered into between the City of Biddeford and the three respective project applicants, for development on Pearl Street, Gooch Street, and at the former Diamond Match property; and

WHEREAS, Planning & Development staff and the applicant teams for the proposed developments at Pearl Street, Gooch Street and the Diamond Match Site have reviewed the proposed rule changes for the Saco River Corridor, and found them to accommodate each of the respective developments being proposed while still protecting the unique environmental and visual qualities of the Saco River; and

WHEREAS, A public hearing on the proposed rule changes will occur on Wednesday, October 26th at 7:00 p.m. at the Dayton Town Hall at 33 Clarks Mills Road in Dayton, Maine;

NOW THEREFORE, BE IT RESOLVED, that the Biddeford City Council supports the proposed rule changes to the Saco River Corridor Performance Standards, including changes to Chapter 103; Standards to Address the Environmental Factors, Chapter 104-A; Performance Standards for Multi-Unit Uses, including Condominium and Cluster Development within the General Development District, Chapter 107; Performance Standards Governing Expansions of Existing Nonconforming Uses, including Structures, and the Schedule of Fees, being considered at the October 26th meeting of the Commission.



City Council

Meeting Date: October 18th, 2022

Meeting Time: 6:00 pm

Agenda Item No: 9.e.

Item Description: 2022.90) Acceptance/Saco River Corridor Commission Rule Changes

Submitted by: Greg Mitchell, Planning & Development Director

Supporting Information/Documentation:

SRCC Proposed Performance Standards

Key Terms:

N/A

Executive Summary:

Consider and make a recommendation on a draft resolution in support of proposed rule changes to the Saco River Corridor Performance Standards being considered at a public hearing on October 26th, which offer greater flexibility for new, mixed-use development in the Saco River Corridor General Development district.

Detailed Review:

The City of Biddeford has entered into joint development agreements with three separate developers for major new mixed-use development in downtown Biddeford along the Saco River; those being the Fathom Company project on Pearl Street, the Tom Watson & Co development on Gooch Street (now Upper Falls Way), and the Lord & Harrington development at the former Diamond Match property. These developments are unable to proceed due to existing regulations of both the Saco River Corridor Commission and the City's local shoreland zoning. These regulations restrict new development due to stringent setback, lot coverage and unit density requirements. The City of Biddeford initially requested changes to Saco River Corridor rules back in 2019 to allow for greater flexibility in downtown Biddeford, on account of its location in the downtown core, characterized by intensively developed property, and a diverse mixture of land uses. Saco River Corridor Commission staff have since developed amendments to the Commission's Performance Standards, which would offer relief specifically to property located within General Development Districts established prior to September 1, 1983. For reference, the entirety of Biddeford's General Development District was established on October 23, 1974, therefore exempting development therein from complying with a number of Saco River Corridor Performance Standards, particularly those related to building height, building setbacks, lot coverage and unit density. The expectation therefore, is that such development would then need to

comply with a municipality's local land use regulations, such as shoreland zoning, zoning, site plan and subdivision requirements.

Concurrent with the work being completed by Saco River Corridor Commission staff, City Planning & Development staff have been coordinating with Maine DEP on similar changes to the City's local shoreland zoning requirements, to allow for the three development projects previously mentioned to proceed through the City's local regulatory process. This work however is contingent upon the Saco River Corridor Commission Performance Standards also being revised as proposed. Without these changes, all three of these development proposals are unable to be permitted.

Biddeford Planning & Development staff, along with each respective applicant team for the three above mentioned projects have reviewed the proposed rule changes, and found them to not only accommodate the developments as currently planned, but also to maintain the Commission's commitment to protecting and enhancing the unique environmental and visual characteristics of the Saco River.

Funding Source:

N/A

Staff Recommendation:

Staff recommend that the Council vote in the affirmative on this resolution, to offer support for the proposed rule changes being considered by the Saco River Corridor Commission at their October 26th public hearing.



Saco River Corridor Commission

"Communities Working Together To Protect Our Rivers"

September 19th, 2022

Dear Corridor Member Municipalities and Citizens:

The Saco River Corridor Commission is committed to protecting public health, safety, and the quality of life for the State of Maine through the regulation of land and water uses, protection and conservation of the region's unique and exceptional natural resources, and through the prevention of impacts caused by incompatible development.

To ensure the continued protection of the Saco River Corridor, the Commission proposes rule making changes to several performance standards, including Chapter 103; Standards to Address the Environmental Factors, Chapter 104-A; Performance Standards for Multi-Unit Uses, including Condominium and Cluster Development within the General Development District, Chapter 107; Performance Standards Governing Expansions of existing Nonconforming Uses, including Structures, and the Schedule of Fees.

The proposed rules are enclosed for your review ([click here](#) to access the rules on the Commission's website). A public hearing will occur on Wednesday, October 26th, at 7:00 pm regarding the proposed rule changes at the Dayton Town Hall at 33 Clarks Mills Road in Dayton, Maine. All are welcome to attend. The Commission encourages public comment, and you are welcome to submit comments before the public hearing. The final comment deadline is November 5th, per Maine's Administrative Procedure Act requirements.

Please do not hesitate to contact us if you have any questions, comments, or concerns. We look forward to strengthening our partnership with member municipalities as we all continue to strive toward the same goal, maintaining public health, safety, and quality of life in the State of Maine.

Very Sincerely,

Dalyn Houser
Executive Director

BASIS STATEMENT - CHAPTER 103

This proposal includes simple technical changes to the rule to coincide with other performance standards. These proposed changes will not alter the operation of this rule.

Chapter 103: STANDARDS TO ADDRESS THE ENVIRONMENTAL FACTORS

SUMMARY: All projects approved must show no unreasonable a) degradation of water and water quality, b) harmful alteration of wetlands, c) increase in erosion or sedimentation, d) danger of increased flood damage, e) obstruction of flood flow, f) damage to fish and wildlife habitat, g) despoliation of the scenic, rural and open space character of the corridor, h) overcrowding, i) excessive noise, j) obstruction to navigation, and k) interference with the educational, scenic, scientific, historic or archeological values of those areas designated and approved for inclusions within the Resource Protection District.

1. Scope.

In any application for a permit or variance, the Commission must give consideration to the requirements for granting permits/variances as enumerated in 38 M.R.S.A. Section 957-D.1.A.-K.; 959-A.1.A.-K.; and 963.1.C.(1)-(11). Where any of the factors is legitimately at issue, the following minimum standards shall apply.

2. Standards to Address the Environmental Factors.

- A. To show no unreasonable degradation of air and water quality, the applicant shall demonstrate that:
- (1) The proposed use either requires no State Air Emissions License or that one has or will be obtained;
 - (2) The proposed development activities will not create unpleasant odors detectable at any lot line or create any smoke or dust which is incompatible with the character of the area in which the use is to be located;
 - (3) The proposed use, both during construction and after completion, will not result in water quality degradation as the result of increased surface water runoff, erosion, or sedimentation. The applicant shall demonstrate that buffer strips or other measures to control surface runoff from the site are adequate to assure that there will be no measurable increase in runoff from the site, nor any resultant erosion or sedimentation;
 - (4) The proposed use will not result in any direct discharge to surface waters within the Saco River Corridor which discharge is unlicensed or unlicensable by the Maine Board of Environmental Protection;
 - (5) The proposed use will not result in the degradation of ground water supplies; and
 - (6) Systems of subsurface sewage disposal will be installed in accordance with current Maine Plumbing Code requirements and the requirements contained in

38 M.R.S.A. Section 962.1.A.

- B. To show no unreasonable harmful alteration of wetlands, the applicant shall demonstrate that no wetland areas, as defined in the Saco River Corridor Act and these criteria, will be affected by the proposed activity, or, if wetland areas are to be affected, that the proposed activity is necessary to the undertaking and cannot be reasonably avoided, and:
- (1) That any proposed wetland alteration will not result in significant loss of fish and wildlife habitat;
 - (2) That any proposed wetland alteration will not result in significant loss of ground water recharge capabilities or result in degradation of the quality of ground water;
 - (3) That the proposed wetland alteration will not result in any significant loss of flood storage capability or a measurable increase in flood flow; and
 - (4) That the proposed wetland alteration will not substantially change the character of the wetland as a whole, or its relationship to the surrounding environment. Cumulative impacts and the impact of incremental wetland changes both within and beyond the applicant's control could be addressed.

Note: For the purposes of these standards, the terms "wetlands" or "wetland areas" shall include, but shall not be limited to any areas below the normal or mean high water line of the Saco, Ossipee, and Little Ossipee Rivers.

- C. To show no unreasonable increase in erosion or sedimentation, the applicant shall demonstrate that:
- (1) The soils are not highly erodable, or, if erodable, a plan for control of erosion and sedimentation prepared by a qualified professional has been developed and will be used;
 - (2) A plan for control of erosion and sedimentation prepared by a qualified professional will be used if development activities are proposed for areas within 250 feet of the normal high water line where the land slope is greater than 15% or in areas more than 250 feet from the normal high water line where the land slope is greater than 20%; and
 - (3) The proposed use will not result in conditions which could increase the potential for erosion of soils on adjacent properties.
- D. To show no unreasonable danger of increased flood damage, the applicant shall demonstrate that the proposed use or activity is not within and will not affect areas within the 100-year floodplain, or, if within the floodplain, that:
- (1) Any building or structure or expansion thereof will: (a) be designed and anchored to prevent flotation, collapse, or lateral movement of the building or structure; (b) use construction materials and utility equipment that are resistant to flood

damage; and (c) use construction methods and practices that will minimize flood damage.

Note: New residential buildings are not permitted under the Saco River Corridor Act in the 100-year floodplain, except under special circumstances by variance. The Commission may require detailed construction and floodproofing plans prior to issuance of any variance.

- (2) Any residential building entitled to a variance under Section 963 or 963-A, or expansion of a previously existing residential structure, shall be constructed so that the lowest floor, including any basement, is elevated to or above the elevation of the 100-year flood and shall be certified by a registered professional engineer or architect that the above floodproofing standards are satisfied. Such certification shall include a record of the elevation above mean sea level of the lowest floor, including basement. All other residential buildings are prohibited.
- (3) Nonresidential buildings and expansions of previously existing nonresidential buildings, will be constructed so that the lowest floor, including basement, is: (a) elevated to or above the 100-year flood elevation, or (b) will be floodproofed so that the structure below the elevation of the 100-year frequency flood meets the criteria of the applicable Municipal ordinance and Shoreland Zoning ordinance requirements.

In either case, the structure shall have structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy and shall be certified by a registered professional engineer or architect that the above floodproofing standards are satisfied. Such certification shall include a record of the elevation above mean sea level of the lowest flood, including basement.

- (4) No subsurface sewage disposal within the 100-year floodplain will occur as a result of the proposed use. Any buildings proposed shall, if sewage disposal is involved, employ an alternate method which does not involve disposal of sewage through the soils within the 100-year floodplain.
- (5) Any proposed electrical, gas, and other utilities shall be located and constructed to minimize flood damage.
- (6) Any floodplain encroachment (including buildings, filling and all other development requiring a permit from the Commission) will not result in any measurable or significant increase in flood levels during the occurrence of a 100-year frequency flood. The Commission may require certification from a registered professional engineer to assure compliance with this standard.

E. To show no unreasonable obstruction of flood flow, the applicant shall demonstrate that:

- (1) The proposed use or development activity will be constructed in such a manner that no reduction occurs in the flood carrying capacity of any water course; and
- (2) The proposed use will meet all applicable standards, as outlined in D. 1-6 above, to assure that no unreasonable danger of increased flood damage occurs.

F. To show no unreasonable damage to fish and wildlife habitat, the applicant shall demonstrate that:

- (1) Proposed site alterations and activities will not result in unreasonable and unnecessary destruction or disturbance of wildlife habitat, including but not limited to disturbance to: important deer wintering areas, wildlife travel corridors, the habitat of any threatened or endangered species, or important nesting or feeding sites for bird colonies; and
- (2) The proposed use will not unreasonably or unnecessarily affect aquatic resources.

Note: In the Resource Protection District or in fragile areas in or abutting freshwater or coastal wetlands, the Commission may require a professionally prepared inventory and analysis of fish and wildlife habitat and potential impacts.

G. To show no unreasonable despoliation of the scenic, rural and open space character of the corridor, the applicant shall demonstrate that:

- (1) The proposed development activity is planned to maximize retention of open space;
- (2) The proposed use will be designed in keeping with its natural surroundings or will be located, designed and landscaped to minimize its visual impact to the fullest extent possible;
- (3) The proposed use will not unreasonably obstruct scenic views from neighboring properties or public roads;
- (4) Any proposed structures will not be highly visible from the river. Appropriate buffer strips of uncleared vegetation or plantings capable of providing year-round screening will be used where necessary to reduce visual impact from the river;
- (5) In areas of exceptional scenic value because of distinct and clearly identifiable geological formations, vegetation or other natural features, such as bluffs, cliffs, rapids, falls, rock outcroppings or islands, whether or not such features are presently included in a Resource Protection District, the applicant shall affirmatively demonstrate that the proposed use will provide for the preservation of those natural features which contribute to the scenic value.

H. To show no unreasonable overcrowding, the applicant shall demonstrate that:

- (1) The proposed use meets all applicable setback standards, or if it does not meet such standards, that applicant shall demonstrate that (a) any proposed building or building addition will be set back from the river to the maximum extent possible; and (b) the proposed use will not result in the location of a building within the Limited Residential District or Resource Protection District which building or building addition, alone or in combination with existing buildings and other non-vegetated surfaces on the lot, covers more than 20% of the land area of the lot on which it is to be located. *(Items that qualify as non-vegetated surfaces are listed in Chapter 107.)*

- (2) The proposed use will not result in the location of a building or building addition within a Limited Residential District or Resource Protection District which building or building addition is located within fifty (50) feet of any legally existing building on any adjoining lot.
 - I. To show no unreasonable excessive noise, the applicant shall demonstrate that:
 - (1) Noises generated from the site are not of a level to cause annoyance to neighbors or to be incompatible with the character of the neighborhood;
 - (2) If the municipality has a noise control ordinance in place, noises generated from the proposed use will be in compliance with local noise control requirements; and
 - (3) The proposed use will be in compliance with all applicable noise standards promulgated by the Maine Department of Environmental Protection under the Site Location of Development Law.
 - J. To show no unreasonable obstruction to navigation, the applicant shall demonstrate that the proposed use will not:
 - (1) Interfere with legally existing commercial and recreational boating uses, including not limited to recreational canoeing.
 - K. To show no unreasonable interference with the educational, scenic, scientific, historic, or archeological values of those areas designated and approved for inclusion within the Resource Protection District, the applicant must demonstrate that the natural value of the area which called for its inclusion in the Resource Protection District will not be decreased.
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STATUTORY AUTHORITY: 38 M.R.S.A. Section 954-C.

EFFECTIVE DATE:

January 30, 2006 – filing 2006-40

Chapter 103: STANDARDS TO ADDRESS THE ENVIRONMENTAL FACTORS

SUMMARY: All projects approved must show no unreasonable a) degradation of water and water quality, b) harmful alteration of wetlands, c) increase in erosion or sedimentation, d) danger of increased flood damage, e) obstruction of flood flow, f) damage to fish and wildlife habitat, g) despoliation of the scenic, rural and open space character of the corridor, h) overcrowding, i) excessive noise, j) obstruction to navigation, and k) interference with the educational, scenic, scientific, historic or archeological values of those areas designated and approved for inclusions within the Resource Protection District.

1. Scope.

In any application for a permit or variance, the Commission must give consideration to the requirements for granting permits/variances as enumerated in 38 M.R.S.A. Section 957-D.1.A.-K.; 959-A.1.A.-K.; and 963.1.C.(1)-(11). Where any of the factors is legitimately at issue, the following minimum standards shall apply.

2. Standards to Address the Environmental Factors.

- A. To show no unreasonable degradation of air and water quality, the applicant shall demonstrate that:
- (1) The proposed use either requires no State Air Emissions License or that one has or will be obtained;
 - (2) The proposed development activities will not create unpleasant odors detectable at any lot line or create any smoke or dust which is incompatible with the character of the area in which the use is to be located;
 - (3) The proposed use, both during construction and after completion, will not result in water quality degradation as the result of increased surface water runoff, erosion, or sedimentation. The applicant shall demonstrate that buffer strips or other measures to control surface runoff from the site are adequate to assure that there will be no measurable increase in runoff from the site, nor any resultant erosion or sedimentation;
 - (4) The proposed use will not result in any direct discharge to surface waters within the Saco River Corridor which discharge is unlicensed or unlicensable by the Maine Board of Environmental Protection;
 - (5) The proposed use will not result in the degradation of ground water supplies; and
 - (6) Systems of subsurface sewage disposal will be installed in accordance with current Maine Plumbing Code requirements and the requirements contained in

38 M.R.S.A. Section 962.1.A.

- B. To show no unreasonable harmful alteration of wetlands, the applicant shall demonstrate that no wetland areas, as defined in the Saco River Corridor Act and these criteria, will be affected by the proposed activity, or, if wetland areas are to be affected, that the proposed activity is necessary to the undertaking and cannot be reasonably avoided, and:
- (1) That any proposed wetland alteration will not result in significant loss of fish and wildlife habitat;
 - (2) That any proposed wetland alteration will not result in significant loss of ground water recharge capabilities or result in degradation of the quality of ground water;
 - (3) That the proposed wetland alteration will not result in any significant loss of flood storage capability or a measurable increase in flood flow; and
 - (4) That the proposed wetland alteration will not substantially change the character of the wetland as a whole, or its relationship to the surrounding environment. Cumulative impacts and the impact of incremental wetland changes both within and beyond the applicant's control could be addressed.

Note: For the purposes of these standards, the terms "wetlands" or "wetland areas" shall include, but shall not be limited to any areas below the normal or mean high water line of the Saco, Ossipee, and Little Ossipee Rivers.

- C. To show no unreasonable increase in erosion or sedimentation, the applicant shall demonstrate that:
- (1) The soils are not highly erodable, or, if erodable, a plan for control of erosion and sedimentation prepared by a qualified professional has been developed and will be used;
 - (2) A plan for control of erosion and sedimentation prepared by a qualified professional will be used if development activities are proposed for areas within 250 feet of the normal high water line where the land slope is greater than 15% or in areas more than 250 feet from the normal high water line where the land slope is greater than 20%; and
 - (3) The proposed use will not result in conditions which could increase the potential for erosion of soils on adjacent properties.
- D. To show no unreasonable danger of increased flood damage, the applicant shall demonstrate that the proposed use or activity is not within and will not affect areas within the 100-year floodplain, or, if within the floodplain, that:
- (1) Any building or structure or expansion thereof will: (a) be designed and anchored to prevent flotation, collapse, or lateral movement of the building or structure; (b) use construction materials and utility equipment that are resistant to flood

damage; and (c) use construction methods and practices that will minimize flood damage.

Note: New residential buildings are not permitted under the Saco River Corridor Act in the 100-year floodplain, except under special circumstances by variance. The Commission may require detailed construction and floodproofing plans prior to issuance of any variance.

- (2) Any residential building entitled to a variance under Section 963 or 963-A, or expansion of a previously existing residential structure, shall be constructed so that the lowest floor, including any basement, is elevated to or above the elevation of the 100-year flood and shall be certified by a registered professional engineer or architect that the above floodproofing standards are satisfied. Such certification shall include a record of the elevation above mean sea level of the lowest floor, including basement. All other residential buildings are prohibited.
- (3) Nonresidential buildings and expansions of previously existing nonresidential buildings, will be constructed so that the lowest floor, including basement, is: (a) elevated to or above the 100-year flood elevation, or (b) will be floodproofed so that the structure below the elevation of the 100-year frequency flood and meets the criteria of the applicable Municipal ordinance and Shoreland Zoning ordinance requirements. ~~is water-tight with walls substantially impermeable to passage of water.~~

In either case, the structure shall have structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy and shall be certified by a registered professional engineer or architect that the above floodproofing standards are satisfied. Such certification shall include a record of the elevation above mean sea level of the lowest flood, including basement.

- (4) No subsurface sewage disposal within the 100-year floodplain will occur as a result of the proposed use. Any buildings proposed shall, if sewage disposal is involved, employ an alternate method which does not involve disposal of sewage through the soils within the 100-year floodplain.
- (5) Any proposed electrical, gas, and other utilities shall be located and constructed to minimize flood damage.
- (6) Any floodplain encroachment (including buildings, filling and all other development requiring a permit from the Commission) will not result in any measurable or significant increase in flood levels during the occurrence of a 100-year frequency flood. The Commission may require certification from a registered professional engineer to assure compliance with this standard.

E. To show no unreasonable obstruction of flood flow, the applicant shall demonstrate that:

- (1) The proposed use or development activity will be constructed in such a manner that no reduction occurs in the flood carrying capacity of any water course; and
- (2) The proposed use will meet all applicable standards, as outlined in D. 1-6 above, to assure that no unreasonable danger of increased flood damage occurs.

F. To show no unreasonable damage to fish and wildlife habitat, the applicant shall demonstrate that:

- (1) Proposed site alterations and activities will not result in unreasonable and unnecessary destruction or disturbance of wildlife habitat, including but not limited to disturbance to: important deer wintering areas, wildlife travel corridors, the habitat of any threatened or ~~engendered~~ endangered species, or important nesting or feeding sites for bird colonies; and
- (2) The proposed use will not unreasonably or unnecessarily affect aquatic resources.

Note: In the Resource Protection District or in fragile areas in or abutting freshwater or coastal wetlands, the Commission may require a professionally prepared inventory and analysis of fish and wildlife habitat and potential impacts.

G. To show no unreasonable despoliation of the scenic, rural and open space character of the corridor, the applicant shall demonstrate that:

- (1) The proposed development activity is planned to maximize retention of open space;
- (2) The proposed use will be designed in keeping with its natural surroundings or will be located, designed and landscaped to minimize its visual impact to the fullest extent possible;
- (3) The proposed use will not unreasonably obstruct scenic views from neighboring properties or public roads;
- (4) Any proposed structures will not be highly visible from the river. Appropriate buffer strips of uncleared vegetation or plantings capable of providing year-round screening will be used where necessary to reduce visual impact from the river;
- (5) In areas of exceptional scenic value because of distinct and clearly identifiable geological formations, vegetation or other natural features, such as bluffs, cliffs, rapids, falls, rock outcroppings or islands, whether or not such features are presently included in a Resource Protection District, the applicant shall affirmatively demonstrate that the proposed use will provide for the preservation of those natural features which contribute to the scenic value.

H. To show no unreasonable overcrowding, the applicant shall demonstrate that:

- (1) The proposed use meets all applicable setback standards, or if it does not meet such standards, that applicant shall demonstrate that (a) any proposed building or building addition will be set back from the river to the maximum extent possible; and (b) the proposed use will not result in the location of a building within the Limited Residential District or Resource Protection District which building or building addition, alone or in combination with existing buildings and other non-vegetated surfaces on the lot, covers more than 15% 20% of the land area of the lot on which it is to be located. (Items that qualify as non-vegetated surfaces are listed in Chapter 107.)

- (2) The proposed use will not result in the location of a building or building addition within a Limited Residential District or Resource Protection District which building or building addition is located within fifty (50) feet of any legally existing building on any adjoining lot.
 - I. To show no unreasonable excessive noise, the applicant shall demonstrate that:
 - (1) Noises generated from the site are not of a level to cause annoyance to neighbors or to be incompatible with the character of the neighborhood;
 - (2) If the municipality has a noise control ordinance in place, noises generated from the proposed use will be in compliance with local noise control requirements; and
 - (3) The proposed use will be in compliance with all applicable noise standards promulgated by the Maine Department of Environmental Protection under the Site Location of Development Law.
 - J. To show no unreasonable obstruction to navigation, the applicant shall demonstrate that the proposed use will not:
 - (1) Interfere with legally existing commercial and recreational boating uses, including not limited to recreational canoeing.
 - K. To show no unreasonable interference with the educational, scenic, scientific, historic, or archeological values of those areas designated and approved for inclusion within the Resource Protection District, the applicant must demonstrate that the natural value of the area which called for its inclusion in the Resource Protection District will not be decreased.
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STATUTORY AUTHORITY: 38 M.R.S.A. Section 954-C.

EFFECTIVE DATE:

January 30, 2006 – filing 2006-40

**Chapter 104-A. Performance Standards for Multi-Unit Uses, including
Condominium and Cluster Development within the General Development District.**

Basis Statement

This proposed new performance standard is solely for multi-unit uses, which are included but not limited to apartments, condominiums, accessory dwelling units, and cluster developments. The Commission recognizes that in these instances multi-unit uses are appropriate in the Corridor when the use is connected to Municipal sewer, dependent on the design and available land within the General Development District.

**Chapter 104-A: PERFORMANCE STANDARDS FOR MULTI-UNIT USES, INCLUDING
CONDOMINIUM AND CLUSTER DEVELOPMENT WITHIN THE
GENERAL DEVELOPMENT DISTRICT**

SUMMARY: Within the General Development District the number of units within a proposed multi-unit use will fit the criteria below.

1. Scope.

This regulation shall be effective in all areas of the Saco River Corridor as defined in Title 38 M.R.S.A. Section 953.

2. Definition.

A multi-unit use for the purpose of this standard is a building containing 2 or more separate residential units which building is on land in single, joint, or common ownership. The term may include, but is not limited to multifamily rental units, condominiums, and cluster development.

3. Criteria for Approving a Permit for a Multi-Unit Use within the General Development District.

- A. Multi-unit uses allowed under this standard shall be permitted only if it can be demonstrated that the proposed use will result in:
 - (1) Preservation of open space, recreation areas, or prime farmland soils;
 - (2) A pattern of development in harmony with the natural features of the land; and
 - (3) More efficient use of the land with smaller networks of utilities and streets within the corridor would be present than if single family residential construction were to be proposed.
- B. The minimum setback for multi-unit uses must be no closer than 100 feet from the river.
- C. In no instance shall the minimum lot size requirement exceed that allowed by the Municipal Land Ordinance and Mandatory Shoreland Zoning Ordinance minimum lot size requirements. The lot size requirement may be reduced by the Commission in accordance with Section 959-A but may not be reduced to a size less than the Municipal Land Ordinance requirement for the lot.

STATUTORY AUTHORITY: 38 M.R.S.A. Section 954- C.

EFFECTIVE DATE:

BASIS STATEMENT - CHAPTER 107

DETAILED SUMMARY: This proposal accomplishes five (5) primary revisions to Chapter 107, resulting in standards that are, in some areas, more restrictive, while in others, less restrictive. This proposal provides a more consistent document that is easier for the applicant to comprehend and more effective for the Saco River Corridor Commission to enforce. Importantly, the proposals do not compromise the Commission's ability to attain its mission of lessening the environmental impacts to the Saco River Corridor.

- 1) **30% Expansion Calculations.** This proposal changes the current calculation method for a 30% expansion from a volume and/or square footage measurement to a simple footprint measurement with height parameters consistent with the Maine Department of Environmental Protection (DEP) calculation methods.

Currently, the terms footprint, floor area, square footage, land area, height (indicating volume), and dimension are used interchangeably. The rule changes include consistent and clear standards that will be easier for applicants to understand and more effective for the Commission to apply and enforce. Additionally, the current expansion standards for basements are complicated by the square footage expansion standards leading to a large amount of time and consideration over how those areas are calculated for an expansion. The use of the building footprint for expansions eliminates the need to consider criteria such as interior floor area or non-living space. Last, the rule changes better define how accessory structures count toward expansions.

Approximately five years ago, the Maine DEP, having experienced the same issues while struggling to provide consistent recommendations across Maine's communities, simplified their 30% expansion rules to be based on footprint and height exclusively. Thus far, the DEP staff indicates that the new rules are less confusing, provide more consistency, and, importantly, achieve the same goal.

This proposal will enable the Commission to oversee 30% expansion projects more efficiently and consistently. In some cases, this proposal will permit a taller expansion than previously allowed, but height restrictions will still govern these projects.

- 2) **Height Restrictions.** This proposal establishes clear height restrictions for expansions, reconstructions, and relocations of nonconforming structures within the Saco River Corridor, based on setback measurements from the mean or normal high water lines. Currently, expansions are limited to a 30% increase in height and can be perceived as inconsistent and limiting for the applicant. The new proposed standards are consistent with DEP's Shoreland Zoning restrictions, resulting in more consistency and easier understanding for the applicant while still accomplishing the Commission's goal.
- 3) **Revegetation requirements.** This proposal enhances and clarifies the Commission's standards to ensure that an adequate vegetation plan is supplied for any expansions, reconstructions, or relocations of structures within the Corridor. The current standards focus on trees, while this proposal addresses all vegetation. These standards will provide more clarity for the applicant and a more effective policy for the Commission.
- 4) **Lot Coverage.** This proposal increases the maximum percentage of non-vegetated surfaces on lots within the Shoreland Zone from 15% to 20%. Additionally, this proposal clarifies

what is considered non-vegetated and provides consistency with DEP's Shoreland Zoning regulations. Since this proposal includes a broader definition of non-vegetated surfaces, the increase from 15% to 20% will not be a significant change.

- 5) **Minor grammatical changes.** This proposal includes a few minor grammatical and verbiage changes that enhance the readability and clarity of the document without affecting the document's intent.

Chapter 107: PERFORMANCE STANDARDS GOVERNING EXPANSIONS OF EXISTING NONCONFORMING USES, INCLUDING STRUCTURES

SUMMARY: The expansion of any existing nonconforming structure within the Shoreland Zone is limited to 30% based on the footprint that existed as of March 19, 1974, and the structure may not be expanded any closer to the normal or mean high water line. The maximum height of the proposed structure will not exceed the height limits shown in Table A in section 5. Non-vegetated surfaces shall not exceed a total of twenty (20) percent of the portion of the lot within the shoreland zone. The reconstruction or replacement of existing nonconforming structures may be allowable by permit if the reconstruction or replacement meets certain criteria. A nonconforming use may not be changed to another nonconforming use unless it is determined that the new use will not result in an increased adverse impact on the lands and waterways of the corridor.

1. Scope

This regulation shall be effective in all areas of the Saco River corridor as defined in Title 38 M.R.S.A. Section 953 and shall apply to all nonconforming uses or structures in existence prior to March 19, 1974, and to all nonconforming uses or structures established after March 19, 1974, and which legally exist as a result of the granting of a variance by the commission.

2. Definitions

Footprint: The entire area of ground covered by the structure(s) on a premises, including but not limited to cantilevered or similar overhanging extensions, as well as attached structures such as garages, decks, porches or steps.

The terms “expansion,” “enlargement,” and “extension” shall, for the purposes of these standards, be synonymous and shall mean any increase in the footprint covered by an existing nonconforming use or any increase in any dimension of a nonconforming structure, including height.

3. Criteria for Approving an Expansion, Reconstruction or Replacement of an Existing Nonconforming Structure within the Corridor

- A. The proposed structure will be on soils suitable for the proposed use and will not unreasonably involve any of the factors enumerated in 38 M.R.S.A. Section 959-A.1.A.–K. of the *Saco River Corridor Act*.
- B. The proposed structure will not result in an increase in nonconformity of all applicable performance standards.
- C. If the structure involves any increase in the number of bedrooms in a single or multi-family residential dwelling, or if it involves an anticipated increase in the amount of

wastewater generated by the expanded use, then, prior to issuance of any permit for the construction, the applicant shall provide documentation that the existing system of sewage disposal is adequate under the provisions of the *Maine Subsurface Wastewater Disposal Rules*, *Maine State Plumbing Code*, and/or other applicable state requirements, or shall, as part of the permit application, submit a proposal for a new system adequate to serve the expanded use. No permit shall be issued by the commission until the applicant has demonstrated that the existing sewage disposal system is adequate or that a system of sewage disposal adequate for the intended use can and will be installed. The commission may require, when a new system is found to be necessary, that the new system be installed prior to the commencement of the proposed expansion.

- D. A permit from the Commission is required for the construction of a new or enlarged basement.
- E. After September 1, 1983, in areas of the Saco River corridor which are also within the shoreland zone established by 38 M.R.S.A. Section 435, if any portion of a structure does not meet applicable setback standards, that portion of the structure shall not be expanded in footprint by more than 30% during the lifetime of the structure.
- F. Non-vegetated surfaces shall not exceed a total of twenty (20) percent of the portion of the lot within the shoreland zone. For purposes of calculating lot coverage, non-vegetated surfaces include, but are not limited to the following: structures, driveways, parking areas, patios and other areas from which the vegetation has been removed. Naturally occurring ledge and rock outcroppings are not counted as non-vegetated surfaces. This standard shall not apply to areas of the corridor designated as a General Development District prior to September 1, 1983.
- G. Any building expansion must be an integral part of the primary residential structure. This shall be accomplished by a direct, physical above-ground connection of the addition or accessory structure to the existing structure by load-bearing surfaces, including roofs and common walls.
- H. If the proposed structure can be relocated or reconstructed to meet the applicable setback and frontage requirements, then no portion of the reconstructed structure shall be replaced at less than the setback and frontage requirements for a new structure. This requirement shall not apply within General Development Districts established prior to September 1, 1983.

If the existing nonconforming structure is located within a General Development District established prior to September 1, 1983, the structure may be reconstructed or replaced in its existing location. Where there is a conflict between this standard and the DEP Shoreland Zoning Ordinance, the stricter provision shall prevail.

- I. The proposed structure must meet the setback requirements to the greatest extent practical as determined by the commission or its designee. In determining whether the proposed structure meets the setback to the greatest extent practical, the commission shall consider the size of the lot, the slope of the land, the potential for soil erosion, the location of any other structures on the property and on adjacent properties, the current location of the septic system and on-site soils suitable for septic systems, the type and amount of vegetation to be removed to accomplish a relocation, the type and physical condition of the current foundation, and any other applicable standards to address the

environmental factors pursuant to Chapter 103. These criteria shall not apply in areas established as a General Development District prior to September 1, 1983.

- J. In the event the proposed structure does not meet the standards contained in 3.A.–I. above, the applicant may seek a variance under the provisions of 38 M.R.S.A. Section 963.

4. Additional Criteria Specific to Accessory Structures

- A. An accessory structure located within 100 feet of the normal or mean high water line may not be expanded.

An accessory structure located between 100 feet and 250 feet of the normal or mean high water line may not be expanded if it is located closer to the mean or normal high water line than the principal structure.

The footprint area of a legally permitted accessory structure may be included in the calculations of the expansion of another structure on the lot only if the accessory structure is permanently removed.

Saco River Corridor Commission staff reserve the right to grant exceptions for accessory structures that have minimal footprint measurements, included but not limited to fences, flagpoles etc.

5. Additional Conditions Specific to Height Restrictions

- A. Within an area extending 250 feet from the normal or mean high water line of the Saco, Ossipee, or Little Ossipee rivers, an existing nonconforming structure that does not meet the required setback or frontage requirements may be expanded, reconstructed or replaced if the proposed project meets the following additional criteria:
- (1) The proposed structure is no larger than the area of the footprint of the original structure, except as allowed pursuant to Section 3.E. above. The proposed structure does not exceed the height restrictions identified in Table A below. The height requirement shall not apply to areas of the corridor designated as a General Development District prior to September 1, 1983.

Table A

Setback from the Normal or Mean High Water Line	Maximum Height
0 feet to <25 feet setback	15 feet
25 feet to <75 feet setback	20 feet
75 feet to <100 feet setback	25 feet
100 feet to 250 feet setback, and beyond	35 feet
100 feet to 250 feet setback in Resource Protection District	25 feet

- (2) If the proposed structure meets all criteria above, the existing structure may be reconstructed or replaced and also may be expanded in footprint by 30% once during the lifetime of the structure.
- (3) The standards noted above in subsections 5.A.(1-2) , 3.B, and 3.E. shall not apply to areas of the corridor within 100–250 feet from the normal or mean high water line of the rivers designated as a General Development District prior to September 1, 1983.

6. Revegetation Requirements for the Removal, Reconstruction, or Replacement of an Existing Nonconforming Structure in the Corridor

- A. Any vegetation removed in order to reconstruct or replace an existing nonconforming structure must be replaced with native species of the same size and species to the extent possible. SRCC may require more than a one-for-one replacement planting depending on specific circumstances. Replacement vegetation must be replanted no further from the water than the vegetation that was removed, unless approved by SRCC. The applicant must submit a revegetation plan to the commission along with a proposal for development. The SRCC will make the final determination to accept or deny the revegetation plan.

Where feasible, when a structure is removed or relocated on a parcel, the original location of the structure shall be revegetated with a combination of native vegetation, size and species to be approved by the Commission.

7. Nonconforming Uses

- A. An existing nonconforming use may not be changed to another nonconforming use unless it is determined by the commission that the proposed use will have no greater adverse impact on the rivers or lands adjacent to the use than the current existing use.
- B. The applicant will be required to submit a written application for approval of the proposed change of use along with documentation addressing any standards concerning the applicable environmental factors in Chapter 103. This will allow the commission to determine if the proposed change of use will result in a greater adverse impact on the land or waterways in the corridor.

STATUTORY AUTHORITY: 38 M.R.S. Section 954-C

EFFECTIVE DATE:

January 30, 2006 – filing 2006-44

AMENDED:

July 1, 2019 – filing 2019-107

Chapter 107: PERFORMANCE STANDARDS GOVERNING EXPANSIONS OF EXISTING NONCONFORMING USES, INCLUDING STRUCTURES

SUMMARY: The expansion of any existing nonconforming structure within the Shoreland Zone is limited to 30% ~~calculated by both square footage and height, and the structure can go no closer to the water than the existing closest point.~~ based on the footprint that existed as of March 19, 1974, and the structure may not be expanded any closer to the normal or mean high water line. The maximum height of the proposed structure will not exceed the height limits shown in Table A in section 5. Non-vegetated surfaces shall not exceed a total of twenty (20) percent of the portion of the lot within the Shoreland Zone. The reconstruction or replacement of existing nonconforming structures may be allowable by permit if the reconstruction or replacement meets certain criteria. A nonconforming use may not be changed to another nonconforming use unless it is determined that the new use will not result in an increased adverse impact on the lands and waterways of the corridor.

1. Scope

This regulation shall be effective in all areas of the Saco River corridor as defined in Title 38 M.R.S.A. Section 953 and shall apply to all nonconforming uses or structures in existence prior to March 19, 1974, and to all nonconforming uses or structures established after March 19, 1974, and which legally exist as a result of the granting of a variance by the commission.

2. Definitions

Footprint: The entire area of ground covered by the structure(s) on a premises, including but not limited to cantilevered or similar overhanging extensions, as well as attached structures such as garages, decks, porches or steps.

The terms “expansion,” “enlargement,” and “extension” shall, for the purposes of these standards, be synonymous and shall mean any increase in the ~~land area~~ footprint covered by an existing nonconforming use or any increase in any dimension of a nonconforming structure, including height.

3. Criteria for Approving an Expansion, Reconstruction or Replacement of ~~to~~ an Existing Nonconforming Structure within the Corridor

- A. The proposed ~~expansion~~ structure will be on soils suitable for the proposed use and will not unreasonably involve any of the factors enumerated in 38 M.R.S.A. Section 959-A.1.A.–K. of the *Saco River Corridor Act*.
- B. The proposed structure will not result in an increase in nonconformity of all applicable performance standards.
- C. If the ~~expansion~~ structure involves any increase in the number of bedrooms in a single or

multi-family residential dwelling, or if it involves an anticipated increase in the amount of wastewater generated by the expanded use, then, prior to issuance of any permit for the ~~expansion~~ construction, the applicant shall provide documentation that the existing system of sewage disposal is adequate under the provisions of the *Maine Subsurface Wastewater Disposal Rules*, *Maine State Plumbing Code*, and/or other applicable state requirements, or shall, as part of the permit application, submit a proposal for a new system adequate to serve the expanded use. No permit shall be issued by the commission until the applicant has demonstrated that the existing sewage disposal system is adequate or that a system of sewage disposal adequate for the intended use can and will be installed. The commission may require, when a new system is found to be necessary, that the new system be installed prior to the commencement of the proposed expansion.

- D. A permit from the Commission is required for the construction of a new or enlarged basement. A new or enlarged basement built under an existing structure is not considered an "expansion" if: (a) the structure and new foundation go no closer to the shoreline than the prior foundation and are set back from the shoreline to the greatest practical extent, and (b) the completed foundation does not extend beyond the exterior dimensions of the structure.
- E. After September 1, 1983, in areas of the Saco River corridor which are also within the shoreland zone established by 38 M.R.S.A. Section 435, if any portion of a structure does not meet applicable setback standards, that portion of the structure shall not be expanded in ~~floor area by 30% or more~~ footprint by more than 30% during the lifetime of the structure.
- F. Non-vegetated surfaces shall not exceed a total of twenty (20) percent of the portion of the lot within the shoreland zone. For purposes of calculating lot coverage, non-vegetated surfaces include, but are not limited to the following: structures, driveways, parking areas, patios and other areas from which the vegetation has been removed. Naturally occurring ledge and rock outcroppings are not counted as non-vegetated surfaces. This standard shall not apply to areas of the corridor designated as a General Development District prior to September 1, 1983. Any buildings or building additions—including decks, porches, stoops, and other portions of a building or building addition—shall not, when taken in total, cover more than 15% of the land area of the lot on which the building or building addition is situated. This standard shall not apply to areas of the corridor designated as a General Development District prior to September 1, 1983.
- G. Any building ~~addition~~ expansion must be an integral part of the primary residential structure. This shall be accomplished by a direct, physical above-ground connection of the addition or accessory structure to the existing structure by load-bearing surfaces, including roofs and common walls.
- H. If the proposed structure can be relocated or reconstructed to meet the applicable setback and frontage requirements, then no portion of the reconstructed structure shall be replaced at less than the setback and frontage requirements for a new structure. This requirement shall not apply within General Development Districts established prior to September 1, 1983.

If the existing nonconforming structure is located within a General Development District established prior to September 1, 1983, the structure may be reconstructed or replaced in its existing location. Where there is a conflict between this standard and the DEP

Shoreland Zoning Ordinance, the stricter provision shall prevail.

- I. The proposed structure must meet the setback requirements to the greatest extent practical as determined by the commission or its designee. In determining whether the proposed structure meets the setback to the greatest extent practical, the commission shall consider the size of the lot, the slope of the land, the potential for soil erosion, the location of any other structures on the property and on adjacent properties, the current location of the septic system and on-site soils suitable for septic systems, the type and amount of vegetation to be removed to accomplish a relocation, the type and physical condition of the current foundation, and any other applicable standards to address the environmental factors pursuant to Chapter 103. These criteria shall not apply in areas established as a General Development District prior to September 1, 1983.
- J. In the event the proposed structure does not meet the standards contained in 3.A.–I. above, the applicant may seek a variance under the provisions of 38 M.R.S.A. Section 963.

~~4. Criteria for Approval of Reconstruction or Replacement of an Existing Nonconforming Structure within the Corridor~~

~~A. Within an area extending 100 feet from the normal or mean high water line of the Saco, Ossipee, or Little Ossipee rivers, an existing nonconforming structure that does not meet the required setback or frontage requirements may be reconstructed or replaced if the proposed project meets the following criteria:~~

- ~~(1) The proposed structure is no larger than the area of the footprint of the original structure, except as allowed pursuant to Section 3.E. above. The proposed structure is no greater than 30% taller than the height of the original structure. The height requirement shall not apply to areas of the corridor designated as a General Development District prior to September 1, 1983.~~
- ~~(2) The proposed structure does not increase the nonconformity of the existing, original structure.~~
- ~~(2) If the proposed structure can be relocated or reconstructed to meet the applicable setback and frontage requirements, then no portion of the reconstructed structure shall be replaced at less than the setback and frontage requirements for a new structure. This requirement shall not apply within General Development Districts established prior to September 1, 1983.~~

~~———— If the existing nonconforming structure is located within a General Development District established prior to September 1, 1983, the structure may be reconstructed or replaced in its existing location. Where there is a conflict between this standard and the DEP Shoreland Zoning Ordinance, the stricter provision shall prevail.~~

- ~~(3) The proposed structure must meet the setback requirements to the greatest extent practical as determined by the commission or its designee. In determining whether the proposed structure meets the setback to the greatest extent practical, the commission shall consider the size of the lot, the slope of the land, the potential for soil erosion, the location of any other structures on the property and on adjacent properties, the current location of the septic system and on-site soils suitable for septic systems, the type and amount of vegetation to be removed to accomplish a relocation, the type and physical condition of the current foundation, and any other applicable standards to address the environmental factors pursuant to Chapter 103. These criteria shall not apply in areas established as a General Development District prior to September 1, 1983.~~

~~B. Within an area extending from 100 feet to 250 feet from the normal or mean high water line of the Saco, Ossipee, or Little Ossipee rivers, an existing nonconforming structure that does not meet the required setback or frontage requirements may be reconstructed or replaced if the proposed project meets the following criteria:-~~

~~(1) The proposed structure does not increase the nonconformity of the original structure.-~~

~~(2) If the structure can be relocated or reconstructed to meet the applicable setback and frontage requirements, no portion of the proposed structure shall be replaced at less than the setback requirement for a new structure.-~~

~~(4) The proposed structure must meet the setback requirements to the greatest extent practical as determined by the commission or its designee. In determining whether the proposed structure meets the setback to the greatest extent practical, the commission shall consider the same criteria listed in subsection 4.A.(4) above.-~~

~~(5) If the proposed structure meets all criteria above, the existing structure may be reconstructed or replaced and also may be expanded in floor area and height by 30% once during the lifetime of the structure.-~~

~~(6) The standards noted above in subsection 4.B.(1-4) and 3.E. shall not apply to areas of the corridor within 100-250 feet from the normal or mean high water line of the rivers designated as a General Development District prior to September 1, 1983.-~~

~~C. In the event the proposed structure does not meet the standards contained in 4.A. or 4.B., the applicant may seek a variance under the provisions of 38 M.R.S.A. Section 963.-~~

5. Additional Criteria Specific to Accessory Structures

A. An accessory structure located within 100 feet of the normal or mean high water line may not be expanded.

An accessory structure located between 100 feet and 250 feet of the normal or mean high water line may not be expanded if it is located closer to the mean or normal high water line than the principal structure.

The footprint area of a legally permitted accessory structure may be included in the calculations of the expansion of another structure on the lot only if the accessory structure is permanently removed.

Saco River Corridor Commission staff reserve the right to grant exceptions for accessory structures that have minimal footprint measurements, included but not limited to fences, flagpoles etc.

5. Additional Conditions Specific to Height Restrictions

A. Within an area extending 250 feet from the normal or mean high water line of the Saco, Ossipee, or Little Ossipee rivers, an existing nonconforming structure that does not meet

the required setback or frontage requirements may be expanded, reconstructed or replaced if the proposed project meets the following additional criteria:

- (1) The proposed structure is no larger than the area of the footprint of the original structure, except as allowed pursuant to Section 3.E. above. The proposed structure does not exceed the height restrictions identified in Table A below. The height requirement shall not apply to areas of the corridor designated as a General Development District prior to September 1, 1983.

Table A

<u>Setback from the Normal or Mean High Water Line</u>	<u>Maximum Height</u>
<u>0 feet to <25 feet setback</u>	<u>15 feet</u>
<u>25 feet to <75 feet setback</u>	<u>20 feet</u>
<u>75 feet to <100 feet setback</u>	<u>25 feet</u>
<u>100 feet to 250 feet setback, and beyond</u>	<u>35 feet</u>
<u>100 feet to 250 feet setback in Resource Protection District</u>	<u>25 feet</u>

- (2) If the proposed structure meets all criteria above, the existing structure may be reconstructed or replaced and also may be expanded in footprint by 30% once during the lifetime of the structure.
- (3) The standards noted above in subsections 5.A.(1-2) , 3.B, and 3.E. shall not apply to areas of the corridor within 100–250 feet from the normal or mean high water line of the rivers designated as a General Development District prior to September 1, 1983.

6. Revegetation Requirements for the Removal, Reconstruction, or Replacement of an Existing Nonconforming Structure in the Corridor

- A. Any vegetation removed in order to reconstruct or replace an existing nonconforming structure must be replaced with native species of the same size and species to the extent possible. The SRCC may require more than a one-for-one replacement planting depending on specific circumstances. Replacement vegetation must be replanted no further from the water than the vegetation that was removed, unless approved by SRCC. The applicant must submit a revegetation plan to the commission along with a proposal for development. The SRCC will make the final determination to accept or deny the revegetation plan. ~~Trees removed in order to reconstruct or replace an existing nonconforming structure must be replaced. For every tree that is removed, it must be replaced with one native tree over three feet in height. The applicant may submit a revegetation plan to the commission for consideration along with a proposal for development, but replacement trees must be replanted no further from the water than the trees that were removed.~~

Where feasible, when a structure is removed or relocated on a parcel, the original location of the structure shall be revegetated with a combination of native ~~shrubs, trees, and grasses.~~ vegetation, size and species to be approved by the Commission.

7. Nonconforming Uses

- A. An existing nonconforming use may not be changed to another nonconforming use unless it is determined by the commission that the proposed use will have no greater adverse impact on the rivers or lands adjacent to the use than the current existing use.
 - B. The applicant will be required to submit a written application for approval of the proposed change of use along with documentation addressing any standards concerning the applicable environmental factors in Chapter 103. This will allow the commission to determine if the proposed change of use will result in a greater adverse impact on the land or waterways in the corridor.
-

STATUTORY AUTHORITY: 38 M.R.S. Section 954-C

EFFECTIVE DATE:

January 30, 2006 – filing 2006-44

AMENDED:

July 1, 2019 – filing 2019-107

SACO RIVER CORRIDOR COMMISSION

Schedule of Fees

Adopted September 18, 1974

Revised 2/10/75, 9/26/76, 10/26/77, 6/26/85, 5/28/86,
6/24/87, 5/16/90, 9/18/91, 9/1/93 and 4/23/08

Proposed Revisions-September 14, 2022

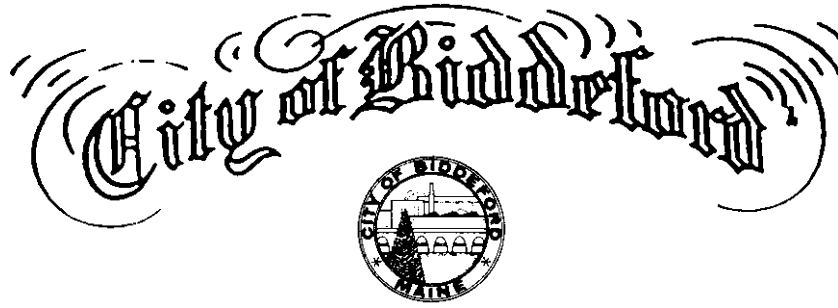
The following list of fees, charges, costs, or expenses shall be applicable unless or until amended:

- | | | |
|---|---|--------------------------------|
| 1. | Single family residence with or without garage | |
| | a. No hardship required | \$ 350.00 |
| | b. Hardship Variance required | \$ 550.00 |
| 2. | Accessory structure or addition | |
| | a. No Hardship Variance required | |
| | 100 square feet or less | \$ 125.00 |
| | More than 100 square feet | \$ 175.00 |
| | b. Hardship Variance required | cost per size above + \$200.00 |
| 3. | New or Replacement septic system or well | \$ 50.00 |
| 4. | Excavating or filling | |
| | 50 cubic yards or less | \$ 150.00 |
| | 51 cubic yards to 100 cubic yards | \$ 225.00 |
| | More than 100 cubic yards | \$ 300.00 |
| 5. | Establishment of new use-no new construction | \$ 175.00 |
| 6. | Commercial Development | |
| | Less than 2,000 sq. ft. | \$500.00* |
| | 2,000 sq. ft to 5,000 sq. ft. (current \$350.00) | \$1,000.00* |
| | 5,000 sq. ft. to 10,000 sq. ft. (current \$500.00) | \$1,500.00* |
| | Greater than 10,000 sq. ft. (current \$750.00) | \$2,000.00* |
| *All Commercial Development projects are subject to additional fees to cover the cost of licensed and expert reviews as required by the Commission. | | |
| 7. | All Other | \$ 450.00 |
| 8. | Amendment to previous permit approval | \$ 100.00 |
| 9. | Reconsideration of previously submitted application | \$ 150.00 |
| 10. | Time Extension | \$ 100.00 |

11. After the Fact Permits for any category are double and do not preclude other financial penalties and or conditional requirements.

Printed Materials/Recordings.

- | | | |
|----|--|-----------|
| a. | Informational pamphlet | free |
| b. | Copy of Saco River Corridor Act. | \$ 10.00 |
| c. | Materials printed by the Commission (8 ½ by 11”) per page or actual cost whichever is greater | \$.50 |
| d. | Sound recording of hearing (when available) or actual cost, whichever is greater | \$ 150.00 |
| e. | Hearing transcript (when available) per page | \$ 10.00 |
| f. | Copies of Evidentiary Materials from Hearings (Exhibits and other materials 8 ½ x 11) per page or actual cost whichever is greater | \$.50 |
| g. | Reproduction of documents other than those listed above per page or actual cost, whichever is greater | \$ 1.00 |
| h. | Certified copies of any of the above in addition to the regular fee | \$ 15.00 |
-
12. No permit or variance shall be issued until such applicable costs, charges, fees, or expenses listed above have been paid in full. No action shall be taken on proceedings before the Commission, nor shall any application be considered complete until all applicable charges and fees listed above have been paid in full. Fees are nonrefundable.
 13. If the Executive Director of the Commission determines that a request for materials would place an undue burden on the Commission because of the size or character of the material, the quantity desired, or the time limitations or the commission staff, the request may be denied.
 14. All materials shall be available for public inspection at such reasonable time and place as the Executive Director might determine.
 15. The Commission may set specific fees for special documents published or distributed by the Commission, including but not limited to, copies of the Comprehensive Plan, newsletters, and regular notices of meetings and hearings.
 16. This Schedule of Fees shall become effective upon adoption by the Commission.



2022.91

IN BOARD OF CITY COUNCIL...OCTOBER 18, 2022

A Resolution of the Biddeford City Council

WHEREAS, there is a need to alleviate motor vehicle traffic congestion within the City of Biddeford, as well as neighboring communities with Maine Turnpike exits; and

WHEREAS, a significant portion of the traffic congestion is generated from outside of the City of Biddeford by those who are traveling from smaller neighboring communities in order to access the Maine Turnpike; and

WHEREAS, The City of Biddeford has identified the need to improve community access to the Maine Turnpike which reduces non-local traffic utilizing local neighborhood roads; and

WHEREAS, The City aims to support growth throughout Biddeford and invest in multimodal mobility improvements along key corridors throughout the community; and

WHEREAS, In order to improve multimodal mobility, though out the community, to access the Maine Turnpike, new transportation options should be identified and constructed that allow non-local traffic to bypass local streets; and

WHEREAS, The Maine Turnpike Authority has allocated capital resources for the construction of a limited-access ramp extension running west from Exit 32 to directly connect with Route 111; and

WHEREAS, The City has partnered with the Maine Turnpike Authority and Maine Department of Transportation to study a concept for a limited-access connector road running from South Street to Route 111 and connecting with the planned Exit 32 Turnpike ramp extension;

NOW THEREFORE, BE IT RESOLVED, that the Biddeford City Council hereby supports next steps to advance through further study transportation improvements throughout the community, including the South Street Connector, to improve access to Biddeford and minimize non-local traffic utilizing local roads.



City Council

Meeting Date: October 18th, 2022

Meeting Time: 6:00 pm

Agenda Item No: 9.f.

Item Description: 2022.91) Acceptance/Next steps to advance transportation improvements throughout the community, including the South Street Connector.

Submitted by: James Bennett, City Manager

Supporting Information/Documentation:

Key Terms:

N/A

Executive Summary:

Transportation solutions are needed, throughout the community, to support continued economic growth which reduces non-local traffic utilizing local neighborhoods road to access Biddeford.

Detailed Review:

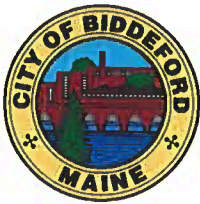
The City of Biddeford is in the process of identifying needs and opportunities for improving vehicular throughout the community in order to enable further economic growth. *A key component of this goal is to reduce the amount of non-local vehicular traffic using local streets to access the Maine Turnpike and other key corridors.* Reducing non-local traffic movements will enable the City to more effectively pursue investments in multimodal mobility throughout the community, particularly in the downtown core and key in-town residential streets. The City, in coordination with MaineDoT and the Maine Turnpike Authority, has identified the already-funded ramp extension connecting Exit 32 to Route 111 as an opportunity to create a new limited-access road connecting South Street to Route 111 and the new limited-access ramp extension funded by the Maine Turnpike Authority. This investment would enhance community access to the Maine Turnpike.

Funding Source:

N/A

Staff Recommendation:

Staff supports continuing to work on transportations solutions which support continued economic growth to reduce non-local traffic utilizing local neighborhoods road to access Biddeford.



CITY OF BIDDEFORD

Planning Board

TO: Mayor Casavant and the Biddeford City Council

FROM: Chair Southwick and the Biddeford Planning Board

PREPARED BY: Matthew Grooms, AICP, City Planner

RE: Designation of Conservation and Access Easements on City Acquired Property from E&R Development and Gervais Dube

September 27, 2022

Dear Mayor Casavant and City Council,

As the Council is likely aware, on Wednesday, September 21, 2022, the Planning Board took final action on a proposed 19-lot single-family subdivision at the terminus of Winding Creek Lane. This project is contingent upon the land exchange between the City of Biddeford, E&R Development Corp. and Gervais Dube, as approximately 4.2 acres of City property is being provided to E&R Development Corp. to complete this subdivision. While the Board understands that the land exchange and subdivision approval are two separate and distinct items, the fact that the project is contingent upon this land exchange occurring, resulted in this exchange being discussed in detail as part of the project review.

In evaluating this proposal against Biddeford's subdivision regulations, the Planning Board carefully considered the potential for environmental impacts associated with this particular project, while simultaneously acknowledging the tremendous public benefit of having the City acquire significant (in terms of both size and quality) new property directly adjacent to Clifford Park for conservation and recreational use. The Board is aware that the approximately 42.7 acres being conveyed by Mr. Dube is restricted to recreational uses, but that there are no such restrictions on the remaining approximately 60 acres being conveyed by E&R Development Corp.

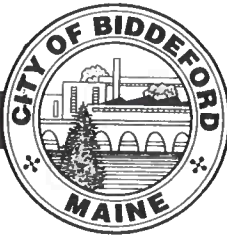
Based upon public comment received in support of protecting Clifford Park from future development, the City of Biddeford Planning Board, in its advisory capacity to the City Council regarding matters of land use, respectfully requests that the City establish conservation easements to encompass all of the property in the existing Clifford Park and the newly acquired property from Gervais Dube and E&R Development Corp. Further, the Board would request that the City guarantee public access for low-impact recreational activity, consistent with what is currently permitted within Clifford Park proper.

Regards,



William Southwick

Chair, Biddeford Planning Board



CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date:

9-18-2022

Name:

Stephen Beaudette

Street Address:

11 Westfield Street
Biddeford

Mailing Address:
(if different)

Phone Number(s):

207-749-6797

Email Address:

west116@maine.rr.com

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

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

CITY OF BIDDEFORD
Committee Application

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

2019 Parking Garage site evaluation committee
2004 - 2010 State Representative
1991 - 1999 City Councilor
Southern Maine Economic Development District

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

Southern Maine Economic Development District 90's
Biddeford Saco Area Economic Development Corp 90's

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

I look forward to working with the other members of the Commission to continue to support positive downtown redevelopment and growth and to find solutions for existing challenges and future ones that may arise.

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