

City of Biddeford
City Council
September 05, 2023 6:00 PM Council Chambers & Zoom

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Status:

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Adjustment(s) to Agenda**
- 4. Appointments:**
 - 4.a. Confirmation of City Manager's Recommendation for Fire Chief
[20230905 Confirmation of Fire Chief - Lawrence Best - ORDER](#)
[20230905 Confirmation of Fire Chief - Lawrence Best - EMPLOYMENT AGREEMENT](#)
[20230905 Confirmation of Fire Chief - Lawrence Best - RESUME](#)
 - 4.b. Carmen Bernier as Chair of Airport Commission
[Carmen Bernier- Chair of Airport Commission- ORDER](#)
- 5. Proclamation:**
 - 5.a. Rosh Hashanah and Yom Kippur
[Rosh Hashanah - Yom Kippur-PROCLAMATION](#)
 - 5.b. World Suicide Prevention Day
[World Suicide Prevention Day -PROCLAMATION](#)
- 6. Public Addressing the Council...(3 minute limit per speaker for up to a total of 15 minutes)**
- 7. Consideration of Minutes:**
 - 7.a. Council Minutes 8-15-2023

8. Second Reading:

- 8.a. 2023.70 Approval/University of New England Dimensional Standards
2023.70 UNE Dimensional Standards - Amend Official Zoning Map - ORDER
2023.70 UNE Dimensional Standards - MEMO
2023.70 UNE IN Dimensional Standards Review - APPLICATION
20230905 UNE Dimensional Standards - Scribner's Error - REFERENCE

9. Orders of the Day:

- 9.a. 2023.101 Acceptance/Donation Greater than \$5,000 – Marshall Alexander Memorial Plaque
20230905 Acceptance - Memorial Gift, Marshall Alexander Memorial Plaque - ORDER
20230905 Acceptance - Memorial Gift , Marshall Alexander Memorial Plaque - BRIEF
- 9.b. 2023.102 Amend/Harbor Ordinance Sec 74-35 Wharfs, Piers, Landings
20230905 Amendment to Harbor Ordinance Sec 74-35 - ORDER
20230905 Amendment to Harbor Ordinance Sec 74-35 - BRIEF
- 9.c. 2023.103 Approval/HOB Oktoberfest Alcohol Service Order
20230905 HOB Oktoberfest Special Event Permit with Alcohol Service - ORDER
20230814 HOB Oktoberfest Special Event Application 24-08-008 - APPLICATION
20230828 HOB Oktoberfest Request for Alcohol Permit - APPLICATION
20230829 HOB Oktoberfest Notification Log - REFERENCE
20230829 HOB Oktoberfest Road Closure Notice - REFERENCE
- 9.d. 2023.104 Approval/Biddeford Saco Chamber of Commerce Business After Hours Alcohol Service Order
20230905 Approval Biddeford Saco Chamber of Commerce - Business After Hours - Alcohol Service - ORDER
20230905 Approval Biddeford Saco Chamber of Commerce - Business After Hours - Alcohol Service - BRIEF
- 9.e. 2023.105 Approval/AV System Upgrade
20230905 AV System Upgrade - ORDER
20230905 AV System Upgrade - BRIEF
20230905 AV System Upgrade - Key Code Media - QUOTE
20230905 Public Access AV Playback System Upgrade - Key Code Media - QUOTE
20230905 AV System Upgrade - TelVue - QUOTE
- 9.f. 2023.106 Amendment/Sec 46-5 City Parks, Beaches, and Athletic Fields, add 315 Main Street
20230905 Amendment - Sec. 46-5 City, Parks, Beaches, and Athletic Fields - Add 315 Main St - ORDER
20230905 Amendment - Sec. 46-5 City, Parks, Beaches, and Athletic Fields - Add 315 Main St - BRIEF
20230905 315 Main Street - MAP
20230808 Biddeford Adopt-a-Park Committee Request - 315 Main as Formal Park - REFERENCE
- 9.g. 2023.107 Approval/Extension of Inclusionary Zoning Emergency Moratorium
20230905 Inclusionary Zoning Moratorium Emergency Order Extension - ORDER
20230905 Inclusionary Zoning Moratorium Emergency Order Extension - BRIEF

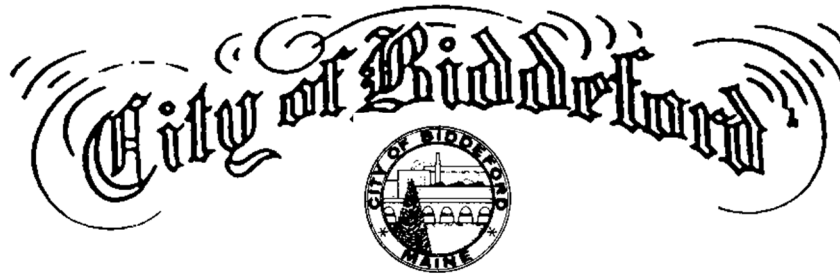
- 20230620 First Extension - Affordable Housing Inclusionary Zoning Emergency Moratorium - REFERENCE
- 9.h. 2023.108 Approval/Contract Zone #22 608 New County Road
20230904 Contract Zone #22 - New County Road - ORDER
20230904 Contract Zone #22 - New County Road - BRIEF
20230904 Contract Zone #22 - New County Road - DRAFT AGREEMENT
20230810 Contract Zone #22 - New County Road - DRAFT CONDITIONS OF APPROVAL
20230823 Homestead by the River Site Concept - ATTACHEMENT A
20230904 Contract Zone #22 New County Road - MAP AMENDMENT
20230904 Contract Zone #22 - New County Road - APPLICATION
20230904 Zoning Map with Property Marker - DIAGRAM 1
20230904 Proposed Barn and Parking - DIAGRAM 2
20230904 Proposed Barn Design - DIAGRAM 3
20230904 Saco River Corridor Overlay - DIAGRAM 4
20230804 John R Braley III Contract Zone #22 New County Road Opposition Letter - REFERENCE
- 9.i. 2023.109 Approval/Refer Street Frontage Reduction Ordinance to the Planning Board
20230905 Refer Street Frontage Reduction to Panning Board - ORDER
20230905 Refer Street Frontage Reduction to Planning Board - BRIEF
20230905 Existing Dimensional Standards Table B - REFERENCE
- 9.j. 2023.110 Approval/Consulting Contract with Greg Mitchell
20230905 Employment Agreement with Gregory Mitchell - ORDER
20230905 Employment Agreement with Gregory Mitchell - BRIEF
20230905 Employment Agreement with Gregory Mitchell - DRAFT AGREEMENT
- 9.k. 2023.111 Approval/Request to Waive Property Taxes on 200-208 Graham St. by Biddeford Housing Authority
20230905 Biddeford Housing Authority Request for Tax Relief - ORDER
20230905 Biddeford Housing Authority Request for Tax Relief - MEMO
20230905 Biddeford Housing Authority Letter Requesting Tax Relief - REFERENCE
- 9.l. 2023.112 Approval/Award City Hall Renovation Project
20230905 City Hall Renovation - ORDER
20230905 City Hall Renovation - BRIEF
20230905 City Hall Renovation Funding Analysis - REFERENCE
20230807 City Hall Renovation - Ducas Const - QUOTE
- 9.m. 2023.95 Approval/CIP Carry Forward Funds FY23 to FY24
20230815 CIP and Carry Forward Reserves-FY23 to FY24-ORDER
20230905 FY24 CIP Carry Forward Fund Recommendation - MEMO
20230905 FY24 CIP & City Hall Funding Analysis - 5 BOXS
20230905 City Hall Renovation Cost and Funding Analysis - REFERENCE
20230905 FY24 CIP Vehicle Recommendations - REFERENCE
- 9.n. 2023.113 Approval/May Street Traffic Calming Demonstration Project
20230905 May Street Traffic Calming Demonstration Project - ORDER
20230905 May Street Traffic Calming Demonstration Project - BRIEF
20230905 May Street Traffic Calming Demonstration Project - Concept D - DESIGN

PLAN

20230905 May Street Traffic Calming Demonstration Project - COST ESTIMATE

- 9.o. 2023.114 Approval/St. Louis Field Improvements
 - 20230905 St. Louis Field Improvements - ORDER
 - 20230905 St. Louis Field Improvements - BRIEF
 - 20230905 St. Louis Field Improvements - Sports Fields, Inc - QUOTE
- 9.p. 2023.115 Approval/Purchase 2024 Freightliner Plow Truck
 - 20230905 Purchase of 2024 Freightliner Plow Truck - ORDER
 - 20230905 Purchase of 2024 Freightliner Plow Truck - BRIEF
 - 20230905 Freightliner and Western Star of Maine - QUOTE

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



2023.116

IN BOARD OF CITY COUNCIL...SEPTEMBER 5, 2023

BE IT ORDERED, that that the City Council does hereby confirm the City Manager's nomination of Lawrence Best as Biddeford Fire Chief, and

BE IT FURTHER ORDERED, that the City Manager execute an employment agreement with Lawrence Best.

Attest by: _____

EMPLOYMENT AGREEMENT

THIS AGREEMENT originally made as of the fifth day of September 2023 between **LAWRENCE BEST** (hereinafter **Best**) and the **CITY OF BIDDEFORD**, Maine, a body politic and corporate located in York County, Maine (hereinafter **City**).

I. WHEREAS,

- A. **City**, acting through its **City Manager**, desires to appoint and thereafter employ **Best** as its Fire Chief (hereafter Fire Chief), in accordance with the provisions of the Biddeford City Charter (Charter);
- B. **Best** desires to be so appointed and employed;
- C. It is the desire of the **City** and **Best** to specify the terms and conditions of his employment and tenure as Fire Chief;
- D. The Parties have reached an agreement with respect to the same which they wish reduced to a writing.

II. NOW, THEREFORE, for consideration paid, each to the other, including without limitation the mutual covenants and undertakings more fully hereinafter expressed, the parties do hereby agree as follows:

- A. **Appointment and Duties:** By official action, the City Manager, as confirmed by the City Council has appointed **Best** as Fire Chief, to perform those duties imposed upon the Fire Chief under the terms of the City's Charter, Revised Code of Ordinances, or such other action as may lawfully be promulgated by Council, and those assigned by the City Manager.

- B. **Tenure:**

- (1) **Initial and Extended Term:** The **City** acting through its City Manager, initially appointed **Best** as its Fire Chief on September 5, 2023, and shall continue as a full time salaried employee of the **City**.
 - (2) **City's Right of Termination without Cause.** **City** shall have the right to terminate the Agreement without cause and without prior notice. In the event of such termination, Fire Chief shall be paid an aggregate lump-sum payment equal to six (6) months aggregate salary. Said aggregate lump-

sum payment shall increase by one (1) month for each year of service, or part thereof as Fire Chief, up to a maximum of twelve (12) months. Payment shall be made in full at time of termination if so desired by **Best** or on any other schedule he elects. At the same time, **Best** shall be compensated for any vacation accrued to date of termination, calculated at the rate of pay in effect upon termination. In addition, **City** will contribute on behalf of **Best** any accrued and unpaid retirement benefits to time of termination; and shall continue at the same rate to provide health insurance coverage for a period of six (6) months from date of termination plus one (1) month for each year of service, or part thereof as Fire Chief, for a maximum of twelve (12) months (the “Severance Period”). **Best** shall also be entitled to all other economic benefits due under the Agreement for the Severance Period, with the exception of the use of the Fire Command vehicle and any other benefits associated with being an active Fire Chief, i.e. uniforms, etc.

- (3) **City’s Right of Termination for Cause.** **City** shall have the right to terminate the Agreement for cause as provided in the Charter or state and federal law. In the event **Best’s** employment is terminated for cause, the **City’s** only obligation to **Best** is to pay all compensation and benefits accrued, but unpaid, at the time of termination.
- (4) **Employee Incapacity.** Should **Best** be disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health (verified by his attending physician) for a period of (6) six months despite reasonably accommodation, the **City** shall have the right to terminate the Agreement and the **City’s** only obligation to **Best** is to pay all compensation and benefits accrued, but unpaid, at the time of termination.
- (5) **Fire Chief Resignation:** **Best** shall have the right to resign, upon a thirty (30) day written notice. Upon said resignation, the **City’s** only obligation to **Best** is to pay all compensation and benefits accrued, but unpaid, as of the effective date of the resignation.

- C. **Compensation.** Commencing October 17, 2023, **City** shall pay **Best** an annual salary of one hundred twenty thousand dollars (\$120,000.00) per year. Effective April 18, 2024, **City** shall pay **Best** an annual salary of one hundred twenty two thousand five hundred dollars (\$122,500.00) per year. The **City** may adjust the annual salary upward or provide a bonus at its sole discretion as a performance adjustment. **Best's** salary may be adjusted annually, or from time to time, consistent with the **City** policies and practices for all department heads within the **City**.
- D. **Retirement.** The **City** shall provide **Best** with the retirement plan of his chosen, consistent with current **City** policy.
- E. **Health Insurance Coverage.** Consistent with **City** policy, **City** shall provide health insurance coverage to **Best** and his family, life insurance and income protection, as provided to others non-union employees of the **City**, effective the date of the agreement as the same may be amended from time to time with regard to all non-union salaried employees.
- F. **Professional Development.** The **City** shall pay for **Best's** professional dues for his continued professional growth and for the good for the **City** in approved professional organizations. The **City** may also pay for any other dues, memberships and subscriptions in other professional organizations or local service or civic organizations, subject to approval by the City Manager.
- G. **Vacation, Holidays, Sick Leave, and Other Benefits.** **Best** shall accrue vacation allowance consistent with **City** policy, with such accumulation of vacation time occurring annually on his anniversary date. Vacation time is recognized as being in compliance with Maine's Earned Paid Leave Law and up to forty (40) hours annually may be used accordingly.

Best, notwithstanding the language in previous paragraph, shall be entitled to three (3) weeks of vacation initially per year; available and place on the books as of April 18, 2024. However, he may use up to two (2) weeks of the time during the first six months of employment upon request and approval by the City Manager, subject to however, in the event **Best** is no longer an employee of the City on April 18, 2024,

any time advance shall be repaid to the **City**. Effective his second anniversary with the City, his annual vacation allowance shall increase to four (4) weeks annually.

Best shall be entitled to all other benefits afforded non-union employees, consistent with the personnel policy, that are not otherwise covered by the Agreement.

- H. **Automobile Use.** The **City** shall provide **Best** with a fully equipment fire command vehicle for his personal and professional use.
- I. **No Reduction in Benefits.** **City** shall not, at any time during the term of the Agreement, reduce the salary, compensation or other benefits of **Best** except in the event of an across-the-board reduction of all salaried employees of **City**. In such event, **Best's** salary, compensation and other benefits shall be reduced by the same percentage or in the same manner as all salaried employees of the **City**.
- J. **Indemnification.** The **City** shall defend, save harmless, and indemnify **Best** against any tort, professional liability claim or demand or other legal action, whether or not it appears to have merit, arising out of an alleged act or omission occurring in the performance of **Best's** duties as Fire Chief, except as prohibited by law. **City** will either litigate or compromise and settle any such claim or suit and pay the amount of any judgment or settlement rendered thereon, whether levied against the **City** or **Best** personally. Said indemnification shall extend beyond termination of employment, and the otherwise expiration of the Agreement, to provide full and complete protection to **Best**, by the City of Biddeford, as described herein, for any acts undertaken or committed in **Best's** capacity as Fire Chief, regardless of whether the notice or filing of such a claim or lawsuit occurs during or after **Best's** employment with **City**.
- K. **Conflict of Interest Prohibition.** It is further understood and agreed that because of the duties of the Fire Chief within and on behalf of the City of Biddeford and its citizenry, **Best** shall not, during the term of the Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of Biddeford, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without the prior approval of the City Manager. For and during the term of

the Agreement, **Best** further agrees, except for a personal residence or residential property acquired or held for future use as his personal residence, not to invest in any other real estate or real property improvements within the corporate limits of Biddeford, without the prior consent of the City Manager.

L. **Residency**: The **City** desires to have its' Fire Chief within a twenty (20) minute commute to the Biddeford Central Fire Station with a preference to become a Biddeford resident within eighteen (18) months of April 18, 2025. Effective the date **Best** meets this expectation, his salary shall increase by three thousand dollars (\$3,000.00) annually.

M. **Notices**. Notices, pursuant to the Agreement, shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) **City**: City of Biddeford

Attention: City Manager
City Hall
205 Main Street
Biddeford, ME 04005

With a copy to

City Clerk
City of Biddeford City Hall
205 Main Street
Biddeford, ME 04005

Best:

Lawrence Best
142 Mitchell Road
Nottingham, NH 03290
or the current address on file

Alternatively, notices given pursuant to the Agreement may be personally served in the same manner as is applicable to civil judicial practice in the State of Maine. Notice shall be deemed given as of the date of personal service or as of the date of deposit in the United States Postal Service.

N. **General Expenses**. **City** recognizes that certain expenses of a non-personal and job-related nature will be incurred by **Best**, and hereby agrees to reimburse or to pay such general expenses subject to **City** policies, and the finance director, after receipt of, review of, and approval of appropriate expenses or petty cash voucher,

receipts, statements, or personal affidavits, is hereby authorized to disburse such moneys.

- O. **Moving Expenses:** **City** will pay for the actual one time moving expenses for **Best** to relocate his current home to a location as outlined in Section II.L. Eligible costs will include packing, moving and unpacking, insurance, storage if necessary and other typical expenses and shall be based upon the lower of two (2) estimates from companies, acceptable to **Best**, engaged in the moving business. If the move cannot effectively be done in a single day, **City** will reimburse for actual lodging and meal expenses occurred during the moving period.

P. **Miscellaneous.**

- (1) The Agreement, supplementing the provisions of the Charter, City ordinance and policies, constitutes the entire agreement between the parties and there are no other promises, covenants or undertakings between the parties with respect to the subject matter of the Agreement which do not appear on the face hereof.
- (2) The Agreement may be amended only by a mutual written agreement authorized by Council and executed by the **City Manager** and **Best**.
- (3) If any of the provisions or portions thereof contained in the Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement, or portion thereof, shall be deemed severable and shall not be affected by such determination and shall remain in full force and effect.

In Witness Whereof, the **City of Biddeford**, with confirmation of the City Council, has caused the Agreement to be signed and sealed, in duplicate originals, by its **City Manager**, with further confirmation of the City Council as verified by the Mayor, on the day and year first above written.

Witness:

CITY OF BIDDEFORD

James A. Bennett, City Manager

Signed and executed by **Lawrence D. Best**, in duplicate originals, on the day and year first above written.

Witness:

Lawrence D. Best

Lawrence D. Best



July 5, 2023

City of Biddeford
Director of Human Resources
205 Main Street
PO Box 586
Biddeford, ME 04005

Dear Director DePaolo,

It is with humble duty and pride that I am submitting my name for the next Chief of Department for the City of Biddeford Fire Department. Please accept this cover letter with the included resume, and three references.

My more than 35 years of Fire Service education, work experience, and professional development have provided a substantial framework to prepare me for a leadership role such as this one. I earned an A.S. Degree in Fire Science and B.S. Degree in Fire Emergency Management. I am also a certified Fire Officer Levels I and II through the New Hampshire Fire Academy Company Officer Class.

Since joining the Salem New Hampshire Fire Department in 2003, my progression through the ranks of the Department includes the positions of Firefighter, Lieutenant, Lieutenant/Training Officer, Captain/Shift Commander, Assistant Chief of Operations and currently as Chief of Department. Serving in the role as Chief of Department for the past nearly 5-years, I am responsible for the administration and operations of the department; manage functional areas including fire suppression & EMS operations, policies and procedures, facilities and fleet maintenance with full budget preparation responsibilities and authority in those functional areas, including the capital improvement program budget. In addition, I have developed and administered standard operating guidelines and procedures, departmental policies, equipment/bid specifications and am responsible for grant management. Rounding out my duties, I participate in labor relations and manage disciplinary issues.

At a young age, as a Volunteer Firefighter with the Meriden Fire Department, I learned the basic, hands-on skills of firefighting, at my father's side, who was the Chief of Department. I then developed and strengthened those skills working with the Laconia, Durham, and Salem Fire Departments. Working at these four different departments over my career, I experienced countless opportunities to learn and perform my job not only operationally, but administratively, as well. I have also had the opportunity to work with, and learn from, many different firefighters, fire officers, and chief officers during my career. Working with these numerous colleagues has provided great insight as I have progressed through the ranks over the years. I deeply believe my education and years of on-the-job experience, as well as my commitment to the Fire Service, solidifies my candidacy for the Chief of Department position within the Biddeford Fire Department.

I look forward to discussing this opportunity and what the future holds for the Biddeford Fire Department. With regards to salary requirements, I would respectfully ask consideration be given for a starting salary of \$120,000 to \$125,000. However, this is negotiable based on other benefit package factors. Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Lawrence D. Best".

Lawrence D. Best

[REDACTED] y

Highly motivated Fire Chief with over 35 years of progressively responsible fire service experience. Well-developed leadership and analytical skills as evidenced by ability to improve fire/rescue operations, training, resource management, and emergency responses. Reputation for strong work ethic and uncompromising devotion to the Fire Service. Strong ability to direct a cohesive emergency response team, embracing the Department's Mission and Values Statement.

Experience**Salem Fire Department- Town of Salem, NH****December 2003-Present**

Chief of Department

August 2018 - Present

Assistant Fire Chief

February 2016 - August 2018

Captain/Shift Commander/Advanced-EMT

May 2014 - February 2016

Lieutenant/Training Officer/Advanced-EMT

December 2009 - May 2014

Lieutenant/EMT-Intermediate

July 2007 - December 2009

Firefighter/EMT-Intermediate

December 2003 - July 2007

- Extensive Fire, EMS and Management experience performing highly responsible work as the Fire Chief and executive officer in a busy full-service fire department with 90 members, responding to over 5,900 incidents annually and an operating budget of fifteen million dollars.
- Assumes complete administrative control and operational oversight of the Department.
- Primary responsibilities include strategic planning, budget formulation/preparation, personnel administration, and labor relations.
- Manage the Department's Operations, Fire Prevention and Inspections Bureaus through the Assistant and Deputy Chief who oversee the Fire & EMS Operations Division; Training Division; EMS Support Division; Operations Support Division; Communications Division; Inspectional Services Division; and the Fire Prevention Division.
- Serve as the Emergency Management Director for the Town of Salem.
- Responsible for and provide oversight of all hiring and promotional processes including conducting employment background investigations through the Assistant and Deputy Chiefs. Make recommendations for hiring and promotional appointments to the Town Manager.
- Formulates and implements Departmental rules, regulations, and issues operating orders.
- Maintain Departmental discipline and the conduct and general behavior of personnel by enforcing and complying with general orders, standard operating procedures, collective bargaining agreements and other operating policies and procedures.
- Assume Incident Command and control of various fire, EMS, technical rescue and hazardous material incidents, as necessary.
- Liaison with State and Federal authorities such as the State offices of the Fire Training Academy, Fire Marshal Office, and Homeland Security and Emergency Management; FEMA Region 1; and other State authorities, and various regional, mutual aid, and other firefighting agencies.
- Establish and maintain liaison with local civic groups.

Durham Fire Department – Town of Durham, NH**April 1992-December 2003**

- Firefighter/EMT-Intermediate

Golden Cross Ambulance – Claremont, NH**August 1991-April 1992**

- Emergency Medical Technician

Laconia Fire Department – City of Laconia, NH**March 1991-July 1991**

- Firefighter/EMT

Laconia Fire Department – City of Laconia, NH**September 1989-March 1991**

- Live-In Student Firefighter

Meriden Fire Department – Village of Meriden, NH**August 1987-April 1992**

- Volunteer Firefighter

Education

Bachelor of Science Degree, Fire and Emergency Management
Rivier College, Nashua, New Hampshire – May 1998

Associate Degree, Applied Science in Fire Science
New Hampshire Technical College, Laconia, New Hampshire – May 1991

Professional Certifications and Classes

New Hampshire Fire Standards and Training Certifications-

- ICS-300- Intermediate Incident Command System for Expanding Incidents-FEMA (July 2012)
- ICS-200- Incident Command System for Single Company Resources and Initial Action Incident-FEMA (May 2012)
- ICS-100- Introduction to Incident Command System-FEMA (May 2012)
- NIMS Incident Command System for the Fire Service-H-806 (May 2012)
- Hazardous Materials-Decontamination (May 2012)
- Incident Safety Officer-H-719 (May 2012)
- Firefighter II-Rescue Skills (September 2009)
- Introduction to NIMS-IS-700 (March 2006)
- Fire Inspector I (June 2005)
- Rescue Systems One-NFA Course (May 2000)
- Driver Operator All Vehicle and Pumping Apparatus (May 1999)
- Fire Officer Levels I & II (April 1995)
- Incident Command System (January 1995)
- Firefighter Level III (November 1993)
- Fire Instructor One (May 1991)
- Firefighter Level II (July 1990)
- Hazardous Materials Awareness & Operations Levels (May 1990)
- Career Level Firefighter (June 1990)
- Firefighter Level I (February 1990)

Current Emergency Medical Technician Certifications-

- Nationally Registered and New Hampshire Licensed Advanced-Emergency Medical Technician (32 years)
- American Heart Association CPR (36 years)

New Hampshire Fire Standards and FEMA Training Courses-

- FEMA Intermediate Emergency Operations Center Functions-IS-2300 (January 2020)
- FEMA Basic Emergency Operations Center Functions-IS-2200 (January 2020)
- FEMA Introduction to the National Incident Management System-IS-700.B (December 2019)

- FEMA National Response Framework Introduction-IS-800.c (December 2019)
- NHFA Active Shooter Incident Management-PER-353 (May 2017)
- New Fire Chief III: Contemporary Issues-F-762-NFA Course (October 2015)
- Enhanced WMD Threat and Risk Assessment Course-MGT-315- TEEX Texas A&M (January 2013)
- WMD Threat and Risk Assessment Course-MGT-310-TEEX Texas A&M (December 2012)
- Public Safety WMD Response-Sampling Techniques and Guidelines Performance Level-PER-222-Louisiana University Outreach Program (October 2012)
- Terrorism Awareness for Emergency First Responders-AWR-160- TEEX Texas A&M (Oct. 2012)
- Resource Inventory Management for Rural Communities-MGT-339- FEMA (August 2012)
- Advanced Incident Management/Unified Command-MGT-344-TEEX Texas A&M (June 2012)
- Incident Management/Unified Command for Complex and Expanding Incidents-MGT-313-TEEX Texas A&M (June 2012)
- Weapons of Mass Destruction Incident Management/Unified Command Concept-MGT-100-FEMA (May 2012)
- Situation Awareness and Common Operating Picture- L-948-FEMA (April 2012)
- IAFF First Responder Operations Hazardous Materials (March 2012)
- Preparation for Initial Company Operations-F-458-NFA Course (June 2006)

Professional Development Classes, Seminars, and Conferences-

- Firefighter Relationship Survival- Lexipol Seminars (June 2023)
- Mobile Integrated Health Seminar (May 2023)
- NHFA Mental Health Seminar for Mid-Managers & Healthcare Providers (January 2023)
- NHFA Leading with Compassion- Navigating Public Safety Mental Health & Wellness for Leadership (June 2022)
- Digital Imagery & Social Media Challenges in the Fire Service (June 2021)
- NHFA-EMS Advanced Spinal Assessment (February 2020)
- NHFA-EMS Documentation (February 2020)
- NHFA-EMS In the Warm Zone Operations (February 2020)
- NHFA Mental Health Mayday (October 2018)
- NFFF Taking Care of Our Own Training (July 2018)
- Velocity HUB Leadership (September-December 2017)
- Primex Emerging Leaders Program (April-October 2016)
- Primex Annual Conference and Professional Development (2016, 2017, 2018, and 2023)
- Active Shooter Incident Management (May 2017)
- Active Shooter-Conducting Table-Top Drills-NHHSEM Class (December 2015)
- NH Fire Service Symposium (November 2015)
- Marplot Haz-mat Computer Programming (June 2015)
- NH Forest Warden Laws and Scene Safety Class (April 2015)
- How to Lead Organizational Change (April 2015)
- Mass General Hospital Burn Class (March 2015)
- NIST Fire Ground Research Study (March 2014)
- Preparing for Your Next Job (January 2014)
- The Art of Reading Smoke (January 2014)
- The Art of Dealing with Negativity in the Fire Service (December 2013)
- Firefighter Cancer Awareness (June 2013)
- Fire Department Instructors Conference-Indianapolis (April 2013)
- Rural Water Supply Operations Seminar and Drill (October 2012)
- Strategies for Managing Fire Departments in the Digital Age (April 2012)
- NFPA Hybrid Vehicle and Extrication Class (September 2011)

- Vehicle Rescue-2012 Instructor-Scene of the Accident Inc. (August 2011)
- NH Forest Warden Laws, Operations and Tactics Class (April 2011)
- Thermal Imaging Camera Operations Class (December 2010)
- Firefighters Scared Straight, Billy Goldfeder (October 2010)
- Fire Department Instructors Conference-Indianapolis (April 2010)

State of New Hampshire Commercial Driver License-B-

- Includes Air Brake and Tank Endorsements

Technical Rescue Certifications-

- Confined Space Rescue, Fire & Rescue Training Institute Inc. 24-hour course (June 1997)
- Ice & Still Water Rescue, Emergency Response Training Institute 24-hour course (1997 & 1998)

Awards and Honors

Graduated Cum Laude from Rivier College—Maintained a GPA of 3.5 or better

Graduated with Honors from the New Hampshire Technical College-Laconia—Maintained a GPA of 3.5 or better

Greater Salem NH Rotary Club & District 7930 Paul Harris Fellow Award Recipient November 2021

New Hampshire Fire Service Committee of Merit-

- Class 2 Medal of Valor Service Award
 - Swift Water Rescue-Salem, New Hampshire (2006)
- Meritorious Unit Citation Service Awards-
 - Water Rescue-Salem, New Hampshire (2022)
 - Swift Water Rescue-Salem, New Hampshire (2006)
 - UNH Riot- Fall-Durham, New Hampshire (2003)
 - UNH Riot- Spring-Durham, New Hampshire (2003)
 - Vehicle Rescue-Durham, New Hampshire (1999)
 - Swift Water Rescue-Durham, New Hampshire (1999)

Professional & Volunteer Affiliations:

New Hampshire Association of Fire Chief Member since March 2017

- President - October 2022-Present
 - Member of NHFA Mental Health Seminar Planning Committee
 - Member of NH Fire Marshals Office Electric Vehicle Response/Training Committee
- 1st Vice President - April 2022-October 2022
- Sergeant-at-Arms - April 2021-April 2021

Greater Salem NH Rotary Club Member since August of 2018

- President Elect - July 2023 - Present
- Vice President - July 2022 - July 2023
- Holiday Basket Coordinator - December 2018 – Present

Salem NH 9/11 Never Forget Monument Committee Member - June 2018 - October 2019

International Association of Fire Chief Member since March 2017

Salem Fire Department - Red Cross Blood Drive Coordinator - May 2016 - Present

Salem Professional Administrators Association Member February 2016 - August 2018

Salem Professional Firefighters Association IAFF L2892 Member December 2003 - February 2016

- Vice President
- Grievance Committee
- Negotiations Committee
- Health & Safety Committee
- By-Law Committee

Salem Firefighters Relief Association Member December 2003 - Present

- By-Law Committee

Durham Professional Firefighters Association IAFF Local 2253 May 1993 - December 2003

- President
- Treasurer
- Negotiations Committee
- Safety Committee
- EMS Committee
- Town Joint Loss Committee

References

Kirk Beattie, City Manager, Laconia, New Hampshire, 603-455-5283;

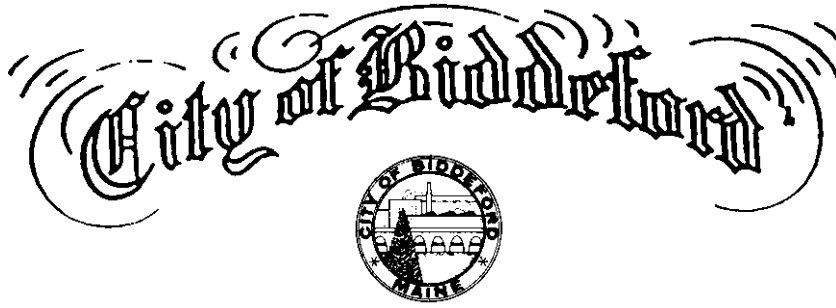
email- Kbeattie@laconianh.gov

David Emanuel, Fire Chief, Town of Durham, New Hampshire, 603-397-7447;

email- David.Emanuel@unh.edu

Kennett Colby, Assistant Chief, Town of Salem, New Hampshire, 603-842-2388

email- Kcolby@salemnh.gov



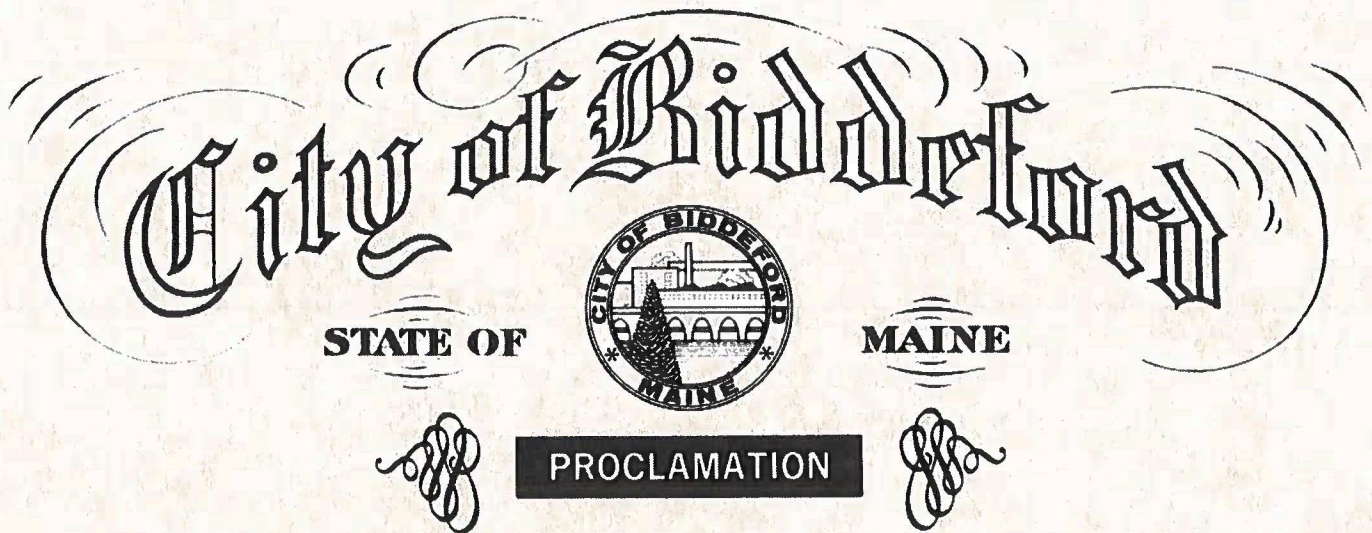
IN BOARD OF CITY COUNCIL...SEPTEMBER 5, 2023

ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby appoint:

**Carmen Bernier
30 Beacon Ave.
Ward 7**

As Chair of the Airport Commission, for a term to expire December 2024.

Attest by: _____
Robin Patterson, City Clerk



Whereas The City of Biddeford thrives on the rich tapestry of its diverse citizens, and strives to celebrate and deeply value the unique contributions from citizens of every religious, cultural, and ethnic background; and

WHEREAS, this September, the Jewish community observes Rosh Hashanah and Yom Kippur, significant occasions marking introspection, renewal, and the onset of the Jewish New Year; and

WHEREAS, Congregation Etz Chaim has been a stalwart pillar in the Biddeford community for over a hundred years, exemplifying commitment not only in faith but also through acts of charity, education, and service; and

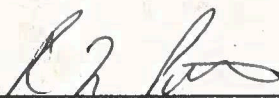
WHEREAS, we must recognize and address the ongoing challenges faced by the Jewish community, including prejudice, antisemitism, and targeted hate crimes; and

WHEREAS, it remains the duty of every Biddeford citizen to actively counter prejudice, bigotry, and hatred by promoting education, understanding, and inclusivity; and is called upon to foster relationships within the community based on mutual respect, collaboration, and open dialogue; and

WHEREAS, in these times, public displays of support for our Jewish neighbors are not just symbolic, but imperative, as we collectively seek to eliminate prejudice and foster a community of acceptance and mutual respect.

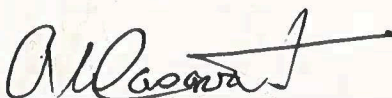
NOW, THEREFORE, I, Alan Casavant, Mayor of the City of Biddeford, on behalf of the City Council and the residents of Biddeford, do hereby recognize and celebrate the significance of Rosh Hashanah and Yom Kippur, and further commend Congregation Etz Chaim and the Jewish community in Biddeford for their invaluable contributions to our city.

*In Witness Whereof, We, the undersigned, have herewith
affixed our signatures this _____ day of September 20 23*

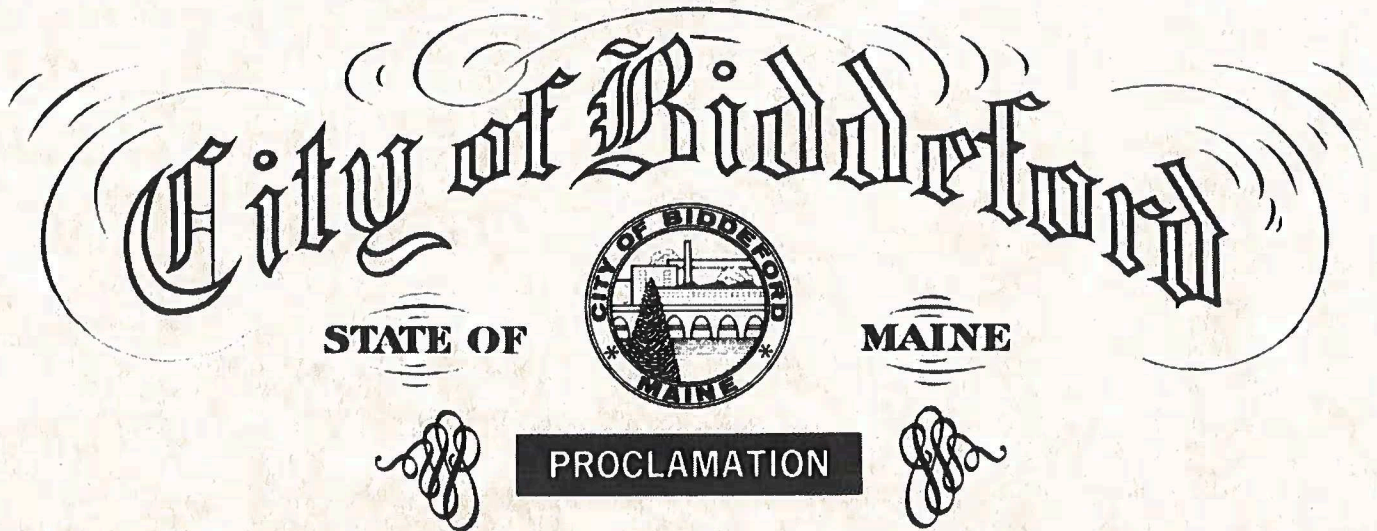


City Clerk





Mayor



Whereas

the City of Biddeford, bound by strong bonds of community, has felt the profound and heart-wrenching impact of suicide;

Whereas, every life lost to suicide represents a painful loss for our community, leaving behind grieving families, friends, and neighbors;

Whereas, it is our duty to come together as a compassionate community to address the stigma surrounding mental health and suicide, and to offer support to those who are struggling;

Whereas, World Suicide Prevention Day provides us with an opportunity to reflect on the lives that have been lost and to recommit ourselves to preventing further loss through education, awareness, and empathy;

Whereas, by fostering open dialogue, providing resources, and promoting mental health initiatives, we can create a more resilient community where individuals feel safe seeking help and expressing their emotions;

Therefore, we pledge to honor the memories of those lost to suicide by amplifying awareness about mental health struggles and the critical significance of seeking assistance.

Therefore, we commit to cultivating an atmosphere within our community where discussions about mental health are open, destigmatized, and marked by an environment of understanding.

Therefore, I, Alan Casavant, Mayor of the City of Biddeford, do hereby proclaim September 10th as World Suicide Prevention Day, a day to remember, support, and take action.

*In Witness Whereof, We, the undersigned, have herewith
affixed our signatures this _____ day of September 2023*

City Clerk



Mayor

**City of Biddeford
City Council
August 15, 2023 6:00 PM Council Chambers & Zoom**

Status:

1. Roll Call -

Chairman Belanger - present

Councilor Lessard - present

Councilor Ortiz - present

Councilor Emhiser - present

Councilor Whiting - present

Councilor Grohman – arrived at 6:09 pm

Councilor Mills – arrived at 6:08 pm via Zoom

Councilor Schlaver - present

Councilor LaFountain - present

2. Pledge of Allegiance

3. Adjustment(s) to Agenda

Item 9b was tabled in the Finance meeting and will be brought back to Council at a future date.

Presentation 7a will be addressed at this time.

7a – Status of Municipal Volunteers by Mayor Casavant

Volunteers are critical to all of the events and committees in the City. We need more volunteers.
It is important to recognize their contributions.

Mayor Casavant presented Spirit of America Awards to Paul Gagne and Denis Letellier for their many years of service.

4. Public Hearing

- 4.a. Order Authorizing Issuance of \$9,000,000 of the City's General Obligation Bonds to Construct, Equip and Furnish an Addition to the Biddeford Primary School

Public Hearing opened at 6:08 pm

There were no citizen comments.

Public Hearing closed at 6:09 pm

5. Public Addressing the Council...(3 minute limit per speaker for up to a total of 15 minutes)

The events for River Jam and Fringe Fest were discussed.

A citizen described concerns with the crosswalk at Elm and Dartmouth

There is a fundraising storytelling event at the City Theater this weekend, the theme is Community, and all proceeds will go to Catholic Charities.

Biddeford Community Gardens have surpassed 500 pounds of vegetables donated to the community. They have had many successful activities.

6. Consideration of Minutes:

- 6.a. Council Minutes 8-1-2023
[City Council Minutes 8-1-23](#)

Motion: Councilor Belanger

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

7. Presentation

- 7.a. Status of Municipal Volunteers by Mayor Casavant

Presented at the beginning of the meeting, see adjustment.

- 7.b. Assessing Final Valuation Update FY24
[FY 24 Final Valuations](#)

Presentation to the Council by City Assessor Nicholas Desjardins

Discussed past challenges, assessing process and current results.

8. Second Reading:

- 8.a. 2023.90 Order Authorizing Issuance of \$9,000,000 of the City's General Obligation Bonds to Construct, Equip and Furnish an Addition to the Biddeford Primary School
[Biddeford 2023 Bond Order - Biddeford Primary School Addition 2nd](#)
[BPS_JFK Bond Memo - City Council \(1\)](#)
[Biddeford 2023 Referendum Election Notice Warrant](#)

Motion: Councilor Belanger

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

9. Orders of the Day:

- 9.a. 2023.94 Approval/City Manager Contract
[20230815 Approval City Manager Employment Agreement - ORDER](#)
[Employment Agreement, James Bennett - DRAFT](#)

Motion: Councilor Belanger
Second: Councilor Lessard
Vote: Unanimous in favor.
Motion passed.

- 9.b. 2023.95 Approval/Carry Forward Funds FY23 to FY24

This item was tabled in the Finance meeting and will be brought back to Council at a future date.

- 9.c. 2023.96 Approval/Apex Payment for Ineligible CDBG Program Expenses
[20230815 Approval/APEX Ineligible CDBG Expense Reimbursement - ORDER](#)
[20230815 Approval/APEX Ineligible CDBG Expense Reimbursement - BRIEF](#)
[20230815 APEX CDBG CV - INVOICE](#)
[20230815 APEX FY 2021-2022 CDBG - INVOICE](#)

Motion: Councilor Belanger
Second: Councilor Lessard

Councilor Belanger – this was discussed in the Finance meeting. The amount was reduced to \$9,000. The rationale was that APEX made a unilateral decision to change the scope of service and therefore was not reimbursed. The City should have overseen that decision. The resulting ineligible expenses should be shared by both.

Vote: Unanimous in favor.
Motion passed.

- 9.d. 2023.97 Approval/IT Scale Refresh
[20230815 Approval IT Scale Refresh - ORDER](#)
[20230815 Approval IT Scale Refresh - BRIEF](#)
[20230815 Systems Engineering Scale Refresh - QUOTE](#)

Motion: Councilor Whiting
Second: Councilor Lessard
Councilor LaFountain requested to abstain from the discussion and vote due to a conflict of interest.
Councilor Belanger – motion to allow Councilor LaFountain to abstain.
Councilor Lessard – second

Vote: 8 yeas – Councilors Belanger, Lessard, Ortiz, Emhiser, Whiting, Grohman, Mills, and Schlaver.

1 abstention – Councilor LaFountain

Vote on the original order: 8 yeas – Councilors Belanger, Lessard, Ortiz, Emhiser, Whiting, Grohman, Mills, and Schlaver.

1 abstention – Councilor LaFountain.

Motion passed.

9.e. 2023.98 Approval/IT Vision Cloud Hosting

[20230815 Approval Hosted Vision Data Services - ORDER](#)

[20230815 Approval Hosted Vision Data Services - BRIEF](#)

[20230815 Vision Government Solutions Vision Cloud Hosting - QUOTE](#)

Motion: Councilor Belanger

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

9.f. 2023.99 Approval/IT MS365

[20230815 Approval IT MS365 - ORDER](#)

[20230815 Approval IT MS365 - BRIEF](#)

[20230815 Systems Engineering MS365 - QUOTE](#)

Councilor LaFountain requested to abstain from the discussion and vote due to a conflict of interest.

Councilor Belanger – motion to allow Councilor LaFountain to abstain.

Councilor Lessard – second

Vote: 8 yeas – Councilors Belanger, Lessard, Ortiz, Emhiser, Whiting, Grohman, Mills, and Schlaver.

1 abstention – Councilor LaFountain

Vote on the original order: 8 yeas – Councilors Belanger, Lessard, Ortiz, Emhiser, Whiting, Grohman, Mills, and Schlaver.

1 abstention – Councilor LaFountain.

Motion passed.

10. Public Addressing the Council..(5 minute limit per speaker)

One citizen addressed the Council with concerns about Main Street.

11. City Manager Report

The City Manager did not report to the Council

12. Other Business

Councilor Grohman – Biddeford Tiger Football season opener Friday 8/25 vs Sanford.

13. Council President Addressing the Council

Council President did not address the Council

14. Mayor Addressing the Council

Mayor Casavant thanked City Manager James Bennett for his leadership, knowledge and dedication. Much of the progress that has been discussed is a direct result of his work.

15. Executive Session

15.a. Executive Session 1 MRSA 405 (6) (c) Economic Development

Motion to go into Executive Session by Councilor Belanger at 7:06 pm

Second: Councilor Lessard

Vote: Unanimous

Motion to come out of Executive Session by Councilor Belanger at 8:09 pm

Second: Councilor Lessard

Vote: Unanimous, Councilor Mills absent from the vote.

16. Adjourn

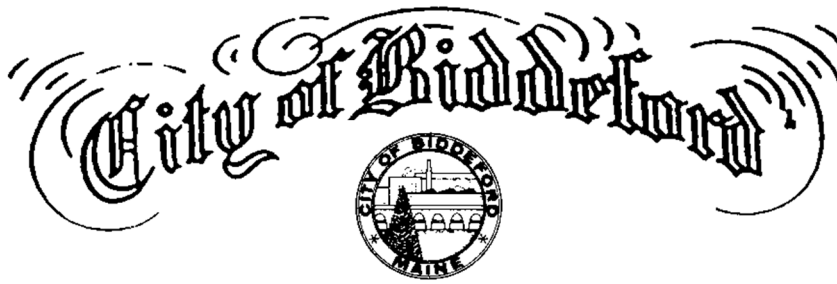
Motion to adjourn by Councilor Belanger at 8:09 pm

Second: Councilor Lessard

Vote: Unanimous, Councilor Mills absent from the vote.

Attested by: _____

Robin Patterson, City Clerk



2023.70

IN BOARD OF CITY COUNCIL.....JUNE 20, 2023

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Land Development Regulations, Article III Official Zoning Map adopt the proposed boundary descriptions necessary to apply performance standards, dimensional requirements, use limitations and all requirements set forth in the Institutional Zone as follows:

35-FT- PARCEL ONE

A certain lot or parcel of land, situated on the southwesterly side of Route 9, in the City of Biddeford, County of York, State of Maine, and being more specifically bounded and described as follows:

BEGINNING at a point on the centerline of the right-of-way of State Route 9, so-called, approximately 55 feet southeasterly of the intersection of the right-of-way centerlines of Hills Beach Road and State Route 9, said point of beginning being located at the intersection of the northeasterly prolongation of the southerly sideline of lot 18-2, as shown on Map 51 of the Property Map of the City of Biddeford and the centerline of the Route 9 right-of-way;

THENCE: westerly along the prolongation of, and along the southerly sideline of Lot 18-2, as shown on Map 51 of the Property Map of the City of Biddeford a distance of 315 feet more or less to a point that marks the southwesterly corner of said Lot 18-2, as shown on said Map 51;

THENCE: northwesterly along the westerly line of said Lot 18-2, as shown on Map 51 of the Property Map of the City of Biddeford a distance of 36 (45 per tax map) feet more or less to a point on the southerly line of Lot 22, as shown on Map 9 of the Property Map of the City of Biddeford;

THENCE: southwesterly along the southerly line of said Lot 22, a distance of 707 (750 per tax map) feet more or less to the northeasterly corner of Lot 21-3, as shown on Map 9 of the Property Map of the City of Biddeford;

THENCE: southeasterly along said Lot 21-3, a distance of 248 (200 per tax map) feet more or less to the northwesterly corner of Lot 21-4, as shown on Map 9 of the Property Map of the City of Biddeford;

THENCE: northeasterly along said Lot 21-4, a distance of 200 feet more or less to the northeasterly corner of said Lot 21-4;

THENCE: southeasterly along said Lot 21-4, a distance of 262 (280 per tax map) feet more or less to the northwesterly corner of Lot 21, as shown on Map 9 of the Property Map of the City of Biddeford;

THENCE: easterly along said Lot 21, and its prolongation, a distance of 490 (540 per tax map) feet more or less, to the centerline of the right-of-way of said State Route 9;

THENCE: northerly along said centerline a distance of 692 feet more or less, to the point of beginning.

Meaning and intending to encompass Lots 18 and 18-1, as shown on Map 51 of the Property Map of the City of Biddeford and Lot 21-5, as shown on Map 9 of the Property Map of the City of Biddeford and as being depicted on the official zoning map of the city of Biddeford.

35-FT- PARCEL TWO

A certain lot or parcel of land, situated on the easterly side of Route 9, in the City of Biddeford, County of York, State of Maine, and being more specifically bounded and described as follows:

BEGINNING at a point on the centerline of the right-of-way of State Route 9, so-called, at its intersection with the centerline of the right-of-way of Newtown Road Extension;

THENCE: northerly along the centerline of said State Route 9 right-of-way, a distance of 830 feet more or less to the intersection of the right-of-way centerlines of State Route 9 and Hills Beach Road;

THENCE: southeasterly along the right-of-way centerline of Hills Beach Road, a distance of 870 feet more or less to the intersection of the right-of-way centerlines of Hills Beach Road and Newtown Road Extension;

THENCE: westerly along the easterly prolongation of the centerline of the right-of-way of said Newtown Road Extension and along the centerline of Newtown Road and the westerly prolongation thereof a distance of 590 feet more or less, to the point of BEGINNING.

Meaning and intending to encompass and include a portion of Lot 2, as shown on Map 52 of the Property Map of the City of Biddeford and a portion of lot shown on map 51 of the Property Map of the City of Biddeford, and being as depicted on the official zoning map of the city of Biddeford.

35-FT - PARCEL THREE

A certain lot or parcel of land, situated on the northeasterly side of Hills Beach Road, in the City of Biddeford, County of York, State of Maine, and being more specifically bounded and described as follows:

BEGINNING at a point located on the centerline of the right-of-way of State Route 9, at the intersection of the centerline of the right of way of State Route 9 and the southwesterly prolongation of the northwesterly property line of lot 10 as shown on Map 51 of the Property Maps of the City of Biddeford;

THENCE: along the centerline of the right of way of State Route 9 a distance of 110 feet more or less to the centerline of the right of way of Hills Beach Road;

THENCE: southeasterly along the centerline of the right-of-way of said Hills Beach Road, a distance of 845 feet more or less to a point;

THENCE: easterly along a line perpendicular to the centerline of the right-of-way of said Hills Beach Road, a distance of 160 feet more or less to its intersection with the City of Biddeford Shoreland Protection Limited Residential (LR) Zone boundary, which is defined as a distance of 250 feet from the normal high-water line of the Saco River;

THENCE: north, northwesterly, and northerly along the said LR Zone boundary, a distance of 921 feet, more or less to its intersection with the northwesterly property line of Lot 10, as shown on Map 51 of the Property Map of the City of Biddeford;

THENCE: along the northwesterly property line of Lot 10 a distance of 96 feet more or less to the State Route 9 right of way;

THENCE: along the southwesterly prolongation of the sideline of Lot 10 a distance of 72 feet, more or less, to the center of the right of way of State Route 9 and the point of BEGINNING;

Meaning and intending to encompass portions of Lots 10, 11, 12 and Lot 13, as shown on Map 51 of the Property Map of the City of Biddeford, and a portion of Lot 4, as shown on Map 52 of the Property Map of the City of Biddeford.

35-FT - PARCEL FOUR

A certain lot or parcel of land, situated on the westerly side of Route 9 and on the easterly side of West Street, in the City of Biddeford, County of York, State of Maine, and being more specifically bounded and described as follows:

Bounded generally on the north by Lot 3-1, as shown on Map 4 of the Property Map of the City of Biddeford, and Lots 36, 33-1, 51, 52-1, 30-1, 28-2, 26-1 and 28-1, as shown on Map 9 of the Property Map of the City of Biddeford, generally on the east by Pool Street, generally on the west by Lots 5, 6, 7, 15-2, and West Street as shown on Map 4 of the Property Map of the City of Biddeford, and generally on the south by Lots 21 and 22, as shown on Map 4 of the Property Map of the City of Biddeford, and by Lots 19, 23-2, 24 and 25-I, as shown on Map 9 of the Property Map of the City of Biddeford;

Meaning and intending to include the contiguous area identified on the following City of Biddeford Assessor's maps: Map 4, Lot 4, and Map 9, Lots 53-1, 53-2, 53-3, and as being depicted on the official zoning map of the City of Biddeford.

35-FT- PARCEL FIVE

A certain lot or parcel of land, situated on the southerly side of Newtown Road, in the City of Biddeford, County of York, State of Maine, and being more specifically bounded and described as follows:

BEGINNING at a point on the centerline of the right-of-way of Newtown Road, so called, 350 feet more or less westerly from the intersection of the right-of-way centerlines of State Route 9 and Newtown Road;

THENCE: southwesterly along the centerline of the right-of-way of said Newtown Road, a distance of 1608 feet more or less to a point, said point marking the intersection of the prolongation of the westerly sideline of Parcel 5 as shown on Plan entitled Plan Showing Boundary Survey for University of New England, by Middle Branch Land Surveyors, dated September 26, 1989, and the center of the Newtown Road right-of-way;

THENCE: southeasterly along the prolongation of and westerly sideline of said Parcel 5, a distance of 115 feet more or less to a point;

THENCE: northeasterly parallel to the centerline of the right-of-way of said Newtown Road, a distance of 1575 feet more or less to a point;

THENCE: northerly perpendicular to the centerline of the right-of-way of said Newtown Road, distance of 115 feet more or less to the point of Beginning.

Meaning and intending to encompass a portion of Lot 15 as shown on Map 9 of the Property Map of the City of Biddeford and being as depicted on the official zoning map of the city of Biddeford.

35-FT- PARCEL SIX

A certain lot or parcel of land, situated on the northerly side of Newtown Road in the City of Biddeford, County of York, State of Maine, and being more specifically bounded and described as follows:

Meaning and intending to encompass Lot 20 as shown on Map 9 of the Property Map of the City of Biddeford and being as depicted on the official zoning map of the city of Biddeford.

35-FT- PARCEL SEVEN

A certain lot or parcel of land, situated on the northerly side of Hills Beach Road but not adjacent thereto, in the City of Biddeford, County of York, State of Maine, and being more specifically bounded and described as follows:

BEGINNING at a point on the centerline of the right-of-way of said Hills Beach Road approximately 1277 feet more or less easterly of the intersection of the right-of-way centerlines of Old Pool Road and Hills Beach Road;

THENCE: northwesterly along a line perpendicular to the centerline of Hills Beach Road, a distance of 120 feet more or less to the TRUE point of BEGINNING of the herein described parcel;

THENCE: northwesterly along said perpendicular line, distance of 155 feet more or less to a point on the City of Biddeford Shoreland Protection (SP) Zone boundary, which is defined as a distance of 250 feet from the normal high-water line of the Saco River;

THENCE: continuing easterly along the SP boundary 415 feet more or less to a point,

THENCE: southerly along a line perpendicular to the centerline of Hills Beach Road a distance 206 feet more or less to a point located 100 feet from the northerly right-of-way line of said Hills Beach Road;

THENCE: westerly along a line located 100 feet northerly of and parallel to the northerly right-of-way line of said Hills Beach Road a distance of 282 feet more or less to the point of BEGINNING.

Meaning and intending to encompass a portion of Lot 4, as shown on Map 52 of the Property Map of the City of Biddeford and as being depicted on the official zoning map of the city of Biddeford.

NO BUILD - PARCEL ONE

A certain lot or parcel of land, situated on the northerly side of Hills Beach Road, in the City of Biddeford, County of York, State of Maine, and being more specifically bounded and described as follows:

BEGINNING at a point located on the centerline of the right-of-way of Hills Beach Road, so called, 830 feet easterly of the intersection of the right-of-way centerlines of Old Pool Road and Hills Beach Road;

THENCE: in a northerly direction along a line perpendicular to the centerline of the right-of-way of said Hills Beach Road, a distance of 120 feet more or less to a point;

THENCE: easterly along a line located 100 feet northerly of and parallel to the northerly right-of-way line of said Hills Beach Road a distance of 710 feet more or less to a point, said point marking the southwesterly corner of the 35 ft. zone described herein as "35 FT - Parcel No. 7";

THENCE: northerly along the northerly prolongation of the line perpendicular to the right-of-way said Hills Beach Rd, said line being the easterly sideline of the 35-ft zone described herein as "35 FT. - Parcel No. 7, a distance of 206 feet more or less to a point on the City of Biddeford Shoreland Protection (SP) Zone boundary, which is defined as a distance of 250 feet from the normal high-water line of the Saco River;

THENCE: continuing easterly along the SP Zone boundary, a distance of 200 feet more or less to a point on the westerly line of Lot 16, as shown on Map 53 of the Property Map of the City of Biddeford;

THENCE: southerly along the westerly line of said Lot 16, southerly along the westerly line of a reserved right-of-way and Lot 15, southeasterly along the northerly line of lot 11 and southerly along the westerly lines of Lots **11**, 10 and I, all as shown on said Map 53, and the southerly prolongation of said Lot I, to the centerline of the right-of-way of said Hills Beach Road;

THENCE: westerly and southwesterly along the centerline of the right-of-way of said Hills Beach Road, a distance of 940 feet more or less to the point of BEGINNING.

Meaning and intending to encompass a portion of Lot 4, as shown on Map 52 of the Property Map of the City of Biddeford and being as depicted on the official zoning map of the city of Biddeford.

NO BUILD - PARCEL TWO

A certain lot or parcel of land, situated on the southerly side of Hills Beach Road, in the City of Biddeford, County of York, State of Maine, and being more specifically bounded and described as follows:

Bounded generally to north by Hills Beach Road, so called, generally to the south by Lot 2, as shown on Map 9 of the Property Map of the City of Biddeford, generally to the east by Lots 97 and 99, as shown on Map 54 of the Property Map of the City of Biddeford, and generally to the west by Old Pool Road, so called.

Meaning and intending to encompass all of Lot **1**, as shown on Map 9 of the Property Map of the City of Biddeford and as being depicted on the official zoning map of the city of Biddeford.

50-FT- PARCEL ONE

A certain lot or parcel of land, situated on the northerly side of Hills Beach Road in the City of Biddeford, County of York, State of Maine, and being more specifically bounded and described as follows:

BEGINNING at a point on the centerline of the right-of-way of Hills Beach Road, so-called, 164 feet more or less northwesterly of the intersection of the right-of-way centerlines of Hills Beach Road and Old Pool Road;

THENCE: along a line to the northeast, a distance of 100 feet more or less to the center of the southeasterly building face of the Harold Alfond Center for Health Sciences so called, as it exists on November 20, 2001;

THENCE: northwesterly along said building face a distance of 30 feet more or less to the southwesterly building corner of said Harold Alfond Center;

THENCE: northeasterly, westerly, and northerly along the building face of said Harold Alfond Center a distance of 240 feet more or less to a point on the northeasterly building face of said Harold Alfond Center;

THENCE: northwesterly along a line abutting and parallel to the westerly face of the Jack S. Ketchum Library, so called, a distance of 540 feet more or less to its intersection with the City of Biddeford Shoreland Protection (SP) Zone boundary which is defined as a distance of 250 feet from the normal high-water line of the Saco River;

THENCE: northeasterly along said SP Zone boundary a distance of 640 feet more or less to a point;

THENCE: in a generally southeasterly direction along said SP Zone boundary, a distance of 1400 feet more or less to a point, said point marking the northwesterly corner of the 35-ft zone described as "35 FT. Parcel No. 7 herein;

THENCE: southerly along a line perpendicular to the centerline of the right-of-way of said Hills Beach Road and along the westerly line of the 35-ft zone described as "35 FT. Parcel No. 7" herein, a distance of 155 feet more or less to a point on the northerly line of the 100-foot no-build zone as described herein as "No-Build, Parcel One" and the southwesterly corner of said "35-ft - Parcel Seven" zone;

THENCE: westerly along the northerly line of the no build zone described herein as "No-Build, Parcel One" parallel to the centerline of the right-of-way of said Hills Beach Road, a distance of 410 feet more or less to a point on a line perpendicular to the centerline of the right-of-way of said Hills Beach Road, said point being the northwesterly corner of the no-build zone described herein as "No-Build Parcel One";

THENCE: southerly along said perpendicular line and the westerly line of the No-Build Parcel One zone, a distance of 120 feet more or less to the point of intersection of said perpendicular line with the centerline of the right-of-way of said Hills Beach Road;

THENCE: westerly along the centerline of Hills Beach Road a distance of 1,000 feet more or less to the point of BEGINNING

Meaning and intending to encompass a portion of Lot 4, as shown on Map 52 of the Property Map of the City of Biddeford and as being depicted on the official zoning map of the city of Biddeford.

50-FT- PARCEL TWO

A certain lot or parcel of land, situated on both sides and adjacent to Route 9 in the City of Biddeford, County of York, State of Maine, and being more specifically bounded and described as follows:

BEGINNING at the point of intersection of the right-of-way centerlines of State Route 9 and Newtown Road;

THENCE: westerly along the centerline of the right-of-way of Newtown Road, a distance of 350 feet more or less to a point, said point also being the point of beginning for the "35-FT. - Parcel Five" zone;

THENCE: southerly on a line parallel to and 350 ft. westerly of the centerline of the right-of-way of said Route 9 the westerly right-of-way line of said State Route 9, a distance of 2620 feet, more or less, across Lot 15 and Lot 14, as shown on Map 9 of the Property Map of the City of Biddeford, to a point on the northerly line of Lot 11, as shown on said Map 9;

THENCE: northeasterly along said Lot 11 and its northeasterly prolongation, a distance of 350 feet more or less to a point on the centerline of the right-of-way of said State Route 9;

THENCE: in a northeasterly direction across said State Route 9 a distance of 50 feet more or less to the westerly corner of Lot 12 and the easterly sideline of the Route 9 right-of-way, as shown on Map 9 of the Property Map of the City of Biddeford;

THENCE: northeasterly along the northerly line of Lot 12, northerly and northeasterly along the westerly line of Lot 9, and northeasterly along the northerly line of Lot 9-3, and along the northeasterly prolongation of the northerly sideline of Lot 9-3, as shown on said Map 9, a total distance of 1,635 feet, more or less, to the centerline of the right-of-way of said Old Pool Road;

THENCE: in a generally northerly direction along the centerline of the right-of-way of said Old Pool Road, a distance of 910 feet, more or less, to a point on the northeasterly prolongation of the southerly line of Lot I, as shown on Map 52 of the Property Map of the City of Biddeford;

THENCE: southwesterly along the said northeasterly prolongation of said Lot I, a distance of 25 feet more or less to the southeasterly corner of said Lot I and land now or formerly of Wermenchuk;

THENCE: southwesterly along the southerly line of said Lot I and land of Wermenchuk, a total distance of 720 feet more or less to the southerly most corner of said property;

THENCE: northwesterly along the westerly line of said Lot I and land of Wermenchuk, a distance of 125 feet more or less to the westerly most corner of said property;

THENCE: northeasterly along the northerly line of said Lot I and land of Wermenchuk, a distance of 193 feet more or less to a point on said northerly property line of said lot I;

THENCE: in a northwesterly direction a distance of 584 feet more or less to a point, said point being located on the southeasterly prolongation of a line abutting and parallel to the most easterly building face of Marcil Hall, so-called, as it exists on November 20, 2001;

THENCE: along said line referenced herein above running parallel to and abutting the most easterly building face of Marcil Hall, so called, a distance of 700 feet more or less to the centerline of the right-of-way of Newtown Road Extension, so called;

THENCE: southwesterly along the centerline of the right-of-way of said Newtown Road Extension, a distance of 330 feet more or less to its intersection with the centerline of the right-of-way of State Route 9, so called;

THENCE: southeasterly along the centerline of the right-of-way of said State Route 9, a distance of 50 feet more or less to the point of BEGINNING.

Meaning and intending to encompass portions of Lots 14 and 15, and Lot 13 in its entirety, as shown on Map 9 of the Property Map of the City of Biddeford, and a portion of Lot 2, as shown on Map 52 of the Property Map of the City of Biddeford, and as being depicted on the official zoning map of the city of Biddeford.

50-FT SPECIAL

A certain lot or parcel of land, situated westerly of Route 9 but not adjacent thereto, and southerly of Newtown Road but not adjacent thereto, in the City of Biddeford, County of York, State of Maine, and being more specifically bounded and described as follows:

BEGINNING at a point on the centerline of the right-of-way of Newtown Road, approximately 350 feet more or less southwesterly from the intersection of the right-of-way centerlines of State Route 9 and Newtown Road, said point also being the point of beginning of the "35-FT. - Parcel Five" zone, and the westerly most corner of the "50-FT. - Parcel Two" zone;

THENCE: southerly along a line parallel to the southwesterly right-of-way for Route 9, so called, and the westerly line of the "50 FT. Parcel Two" zone, a distance of 100 feet more or less to the TRUE POINT OF BEGINNING, said point being the easterly most corner of the "35-FT - Parcel Five" zone;

THENCE: southerly parallel to the said Route 9 southwesterly right-of-way across Lots 15 and 14, as shown on Map 9 of the Property Map of the City of Biddeford, a distance of 2,520 feet more or less and along the southwesterly line of the "50-FT Parcel Two" zone to a point on the northerly line of said Lot 11, as shown on said Map 9, last referenced point being the southerly most corner of the "50 FT. - Parcel Two" zone;

THENCE: southwesterly along northerly line of said Lot 11, a distance of 420 feet more or less to a point at a southwesterly corner of Lot I and on the northerly line of Lot IO, as shown on Map 9 of the Property Map of the City of Biddeford;

THENCE: northwesterly along Lot IO and along the westerly line of Lot 14, as shown on Map 9 of the Property Map of the City of Biddeford, a distance of 660 feet more or less to an angle point in the southerly line of land of Lot I8-I, as shown on said Map 9;

THENCE: northeasterly along the southerly line of said I8-1, a distance of 245 feet more or less to the easterly most corner of said Lot I8- I, as shown on said Map 9;

THENCE: northwesterly along the easterly line of said Lot 18-1, a distance of 610 feet more or less to the northerly corner of said lot I8-1 and the easterly most corner of lot I8;

THENCE: northwesterly along the easterly line of Lot 18-2, a distance of 245 feet more or less to the northerly corner of Lot 18-2;

THENCE: southwesterly along the northerly line of said Lot 18-2, a distance of 706 feet more or less to a corner and angle point of said northerly property line of Lot I8-2;

THENCE: northwesterly along the easterly line of said Lot 18-2, a distance of 253 feet more or less to the northwesterly corner of Lot 18-2 and the easterly most corner of lot 18-3;

THENCE: northeasterly along the easterly line of said Lot 18-3 to a point located on a line 100 feet distant and parallel with the southerly right-of-way of Newtown Road, so called, said point also being the southerly most corner of the "35-FT- Parcel Five" zone;

THENCE: northeasterly parallel with and 100 ft. distant from the southerly right-of-way of Newtown Road, so called and along the southerly line of the "35 FT. - Parcel Five" zone boundary, a distance of 1575 feet more or less, to the point of BEGINNING.

Meaning and intending to encompass portions of Lots 14 and 15, as shown on Map 9 of the Property Map of the City of Biddeford and as being depicted on the official zoning map of the City of Biddeford.

65-FT ZONE

A certain lot or parcel of land, situated along both sides of Hills Beach Road and adjacent thereto, in the City of Biddeford, County of York, State of Maine, and being more specifically Bounded and described as follows:

BEGINNING at a point on the centerline of the right-of-way of Hills Beach Road so-called, said point being located 164 feet more or less northwesterly of the intersection of the right-of-way centerlines of Hills Beach Road and Old Pool Road, so-called, said point of beginning also being the point of beginning of the "50 FT- Parcel One" zone boundary;

THENCE: along a line to the northeast, a distance of 100 feet more or less and along the westerly boundary of the "50 FT- Parcel One" zone, to the center of the southeasterly building face of the Harold Alfond Center for Health Sciences, so called, as it exists on November 20, 2001;

THENCE: northwesterly along said building face a distance of 30 feet more or less and along the westerly boundary of the "50 FT - Parcel One" zone to the southwesterly building corner of said Harold Alfond Center for Health Sciences;

THENCE: northeasterly, westerly, and northerly along the building faces of said Harold Alfond Center and along the westerly boundary of the "50 FT- Parcel One" zone a distance of 240 feet more or less to a point on the northwesterly building face of said Alfond Center;

THENCE: northwesterly along a line abutting and parallel to the westerly face of the Jack S. Ketchum Library, so called, a distance of 540 feet more or less and along the westerly boundary of the "50 FT - Parcel One" zone to its intersection with the City of Biddeford Shoreland Protection (SP) Zone boundary, which is defined as a distance of 250 feet from the normal high-water line of the Saco River;

THENCE: westerly along said SP Zone boundary, a distance of 230 feet more or less to its intersection with a line perpendicular to the centerline of the right-of-way of said Hills Beach Road, and the southeasterly corner of the "35 FT. - Parcel Three" zone;

THENCE: westerly along the said perpendicular line and along the southerly line of the "35-~~FT.~~ - Parcel Three" zone boundary, a distance of 160 feet more or less to its intersection with the centerline of the right-of-way of said Hills Beach Road, said point of intersection of perpendicular line to Hills Beach Road being the southerly most corner of "35 FT-Parcel Three" zone,

THENCE: southeasterly along the centerline of the right-of-way of said Hills Beach Road and along the "35 FT Parcel Two" zone boundary, a distance of 50 feet more or less to the intersection of the right-of-way centerlines of said Hills Beach Road and Newtown Road Extension, so-called;

THENCE: westerly along the centerline of the right-of-way of Newtown Road Extension and along the southerly boundary of the "35 FT Parcel Two" zone boundary, a distance of 265 feet more or less to the point of intersection with the northerly prolongation of a line abutting and parallel with the most easterly building face of Marcil Hall, so called, as it exists on November 20, 2001;

THENCE: southeasterly along the northerly prolongation of said line parallel to and abutting the easterly building face of said Marcil Hall, and continuing along said parallel line and along the easterly boundary of the 50-FT Parcel Two zone boundary a distance of 700 feet more or less to a point and an angle point in said "50 FT - Parcel Two" easterly zone boundary;

THENCE: southeasterly along the westerly line of the "50 FT. - Parcel Two" zone boundary a distance of 584 feet more or less to a point on the northerly line of Lot 1, as shown on Map 52 of the Property Map of the City of Biddeford, and property now or formerly of Wermenchuk, said last mentioned point being located 193 feet from the most westerly corner of said Lot 1 and land of Wermenchuk;

THENCE: northeasterly along said northerly line of Lot 1 and land of Wermenchuk, and its northeasterly prolongation, a distance of 480 feet more or less to the centerline of the right-of-way of said Hills Beach Road;

THENCE: in a generally northwesterly direction along the centerline of the right-of-way of said Hills Beach Road, a distance of 164 feet more or less to the point of BEGINNING.

Meaning and intending to encompass all of Lot 3, and portions of Lots 2 and 4, as shown on Map 52 of the Property Map of the City of Biddeford and as being depicted on the official zoning map of the city of Biddeford.

IZ Shoreland Zone

A certain lot or parcel of land, situated on the northerly side of Hills Beach Road but not adjacent thereto, and adjacent to the Saco River in the City of Biddeford, County of York, State of Maine, and being more specifically bounded and described as follows:

BEGINNING at a point where the easterly prolongation of the northwesterly line of Lot 16, as shown on Map 53 of the Property Map of the City of Biddeford, intersects the normal high-water line of the Saco River;

THENCE: following the normal high-water line of the Saco River in a generally northerly direction a distance of 3,490 feet more or less to a point where the normal high-water line intersects the southerly line of Lot 9, as shown on Map 51 of the Property Map of the City of Biddeford;

THENCE: southwesterly along the southerly line of said Lot 9, a distance of 371 feet more or less to the City of Biddeford Shoreland Protection (SP) Zone boundary, which is defined as a distance of 250 feet from the normal high-water line of the Saco River and along the easterly boundary of the "35 FT- Parcel Three zone;

THENCE: southerly, easterly, and southeasterly along said Shoreland Protection Zone boundary line and the easterly boundaries of the "35 FT- Parcel Three", the "65 FT", the "50 FT - Parcel One", the "35 FT - Parcel 7, and the "No-Build- Parcel One" zones, respectively, a distance of 3,788 feet more or less to the intersection with the northwesterly line of Lot 16 as shown on said Map 53;

THENCE: northeasterly along the northwesterly line of Lot 16 a distance of 250 feet, more or less, to the point of BEGINNING.

Meaning and intending to encompass portions of Lots 10, 11, 12 and 13, as shown on Map 51 of the Property Map of the City of Biddeford, and a portion of Lot 4, as shown on Map 52 of the Property Map of the City of Biddeford and as being depicted on the official zoning map of the city of Biddeford.

6-20-2023

Motion: Councilor Mills

Second: Councilor Lessard

Vote: Unanimous

Attest by: _____
Robin Patterson, City Clerk



City Council

Meeting Date: June 20th, 2023

Meeting Time: 6:00 pm

Agenda Item No: 10.a.

Item Description: (2023.70) University of New England Dimensional Standards

Submitted by: Greg Mitchell, Planning & Development Director

Supporting Information/Documentation:

University of New England Dimensional Standards for parcels rezoned to IN (Institutional)

Key Terms:

N/A

Executive Summary:

Review and adoption of the Dimensional Standards as part of the University of New England Master Plan.

Detailed Review:

I. BACKGROUND:

As part of the development of its "Institutional Zone Master Plan" The University of New England proposes to rezone three university-acquired parcels to be included in the Institutional (IN) zone. All three parcels were previously zoned Suburban Residential (SR1) and were approved by the Biddeford Planning Board and City council to be rezoned to be included in the Institutional (IN) zone on July 19th, 2022.

Two of the three parcels are occupied by single-family home structures owned and used by the University.

II. PARCELS PROPOSED TO BE ADDED TO THE INSTITUTIONAL ZONE

The following parcels are proposed to be included in the Institutional Zone.

- 1 Hills Beach Road (Tax Map 51, Lot 11)
- 583 Pool St. (Tax Map 51, Lot 10)
- 590 Pool St. (Tax Map 51, Lot 18-1)

As part of the zoning change and campus Master Plan, the University of New England has developed dimensional standards for each of these parcels. These standards will be a framework for any future redevelopment of these parcels.

Given their proximity to existing residential areas, all three parcels are proposed to have a height limit of 35 feet. This is in line with the overall massing and dimensional standards of the campus complex, which

emphasizes a gradual decrease in building height and massing moving from the “core” of the campus to the outer edges abutting residential neighborhoods.

	<u>SUBJECT</u>	<u>INFORMATION</u>
1.	Applicant / Property Owner	Alan Thibaut - University of New England
2.	Owner	University of New England 11 Hills Beach Rd. Biddeford, ME 04005 207-602-2253
3.	Project Location	1 Hills Beach Rd. (Tax Map 51, Lot 11) 583 Pool St. (Tax Map 51, Lot 10) 590 Pool St. (Tax Map 51, Lot 18-1)
4.	Map/Lot	Multiple
5.	Size of Lot	1 Hills Beach Rd- 2.0 acres 583 Pool St. – 0.3 acres 590 Pool St. – 1.0 acres
6.	City Approvals Required	Institutional Master Plan Approval
7.	Existing Zoning	Suburban Residential (SR1)
8.	Overlay Zoning	N/A
9.	Shoreland Zoning	1 Hills Beach Rd (Tax Map 51, Lot 11)
10.	Existing Use	Institutional
11.	Limits of Disturbance	N/A
12.	New private or public road?	No
13.	Proposed Use	Institutional
14.	Uses in the Vicinity	Single-family residential, Resource Protection
15.	Water Supply	Private Well
16.	Sewerage Disposal	Private septic
17.	Solid Waste Disposal	Private Hauler
18.	Fire Protection	City of Biddeford
19.	Ownership of Road	Public road
20.	Waivers Needed/Requested	None
21.	Waivers Granted	None
22.	Fees Paid (LDR Attachment A)	All fees paid
23.	Traffic Movement Permit Required	No



UNIVERSITY OF
NEW ENGLAND

Biddeford Campus
11 Hills Beach Road
Biddeford, ME 04005
(207) 283-0171 T

Portland Campus
716 Stevens Avenue
Portland, ME 04103
(207) 797-7261 T

December 13, 2022

Carmen J. Morris, City Clerk
City of Biddeford
P.O. Box 586
Biddeford, Maine, 04005

RE: Review of Dimensional Standards for parcels rezoned to IN

Dear Carmen,

The University is pleased to submit an application to the Planning Board to review the proposed dimensional standards for the three parcels rezoned to IN on July 19, 2022. These properties are as follows:

- 1 Hills Beach Road, Map 51, Lot 11
- 583 Pool Street, Map 51, Lot 10
- 590 Pool Street, Map 51, Lot 18-1

Please find attached, the revised *Restrictions on Developable Areas* maps, dated November 10, 2022, identifying the proposed Setbacks and Lot Coverages, as well as the Maximum Building Heights. The proposed dimensional standards for each of the rezoned parcels is consistent with the previously approved standards of the abutting IN parcels. The lot coverages have been revised to reflect the current development on campus.

Additionally attached are the revised parcel boundary descriptions, which now include the three rezoned parcels. The text modifications are found in the 35' HT/Parcel 1 and 35" HT/Parcel 3 descriptions.

Sincerely,

Alan Thibeault,
Vice President for University Operations

Cc: David Galbraith, City Planner
William Emhiser, City Councilor, Ward 1
Betsy Martin, Hills Beach Association
Andrew Phillippe, UNE Director for Campus Planning
Tom Saucier, Site Design Associates

Revised: May 17, 2022

**City of Biddeford – Planning Department****Planning Board Application**

P.O. Box 586, 205 Main Street Biddeford, Maine 04005

207-284-9115

Type of Application:

☐ Shoreland Zoning Permit ☐ Site Plan Review ☐ Extraction
☐ Conditional Use Permit ☐ Subdivision ☐ Private Way
☒ Other: Review of Dimensional Standards for 3 Parcels Rezoned to IN

Applicant Information:Name: Alan ThibeaultMailing Address: 11 Hills Beach RoadTelephone: 207.602.2253Email: athibeault@une.edu

What is your legal interest in the property?

☒ Owner ☐ Potential Buyer with Contract ☐ Lease/Rental Agreement

Owner's Information:Name: University of New EnglandMailing Address: 11 Hills Beach RoadTelephone: 207.602.2253Email: athibeault@une.edu**Agent's Information:**

Name: _____

Mailing Address: _____

Telephone: _____

Email: _____

Engineer/Surveyor's Information:Name: Site Design AssociatesMailing Address: 23 Whitney Way, Topsham, METelephone: 207.449.4275

Email: _____

Project Location and Lot Information:Street Address: 1 Hills Beach, 583 and 590 Pool St. Drainage Watershed: _____Tax Map: 51Lot: 10, 11 and 18-1Current Zoning: INShoreland Zoning: 1 Hills Beach, Map 51, Lot 11Size of Lot: 2.0, 0.3, 1.0 (x) acres () s.f.Lot Frontage: 70', 144', 161'Existing Use of Property: Institutional**Property currently serviced by:**

☒ City Road ☐ Public Sewer ☐ Public Water ☐ Public Trash
☐ Private Road ☒ Septic System ☒ Private Well ☒ Private Hauler

Slope Conditions in Area of Construction (if applicable):

☒ Flat (0-3% slope) ☐ Rolling (3-8% slope) ☐ Hilly (8-15% slope) ☐ Steep (15%+ Slope)

Are there any wetlands or waterbodies on the site? (Yes) ☒ (No) if yes attach information

Is the project within the 100-year floodplain? (Yes) ☒ (No) if yes attach information

Do you plan to bring fill onto the lot? (Yes) ☒ (No) If yes attach information

Description of proposed use of property:

Project/Proposed Use:

Institutional**Property to be Serviced by:**

☒ City Road ☐ Public Sewer ☐ Public Water ☐ Public Trash
☐ Private Road ☒ Septic System ☒ Private Well ☒ Private Hauler

Limits of Disturbance: 0 (☒) acres () s.f.Net change in impervious cover: 0 (☒) acres () s.f.Is this project part of a larger project? ☐ (Yes) ☒ (No)Is the project proposing a new Private or Public Road? ☐ (Yes, Private) ☐ (Yes, Public) ☒ (No)Is this project within the Urbanized Area/MS4 (see [City Drainage Map](#)) ☐ (Yes) ☒ (No)Is the project proposing any Stormwater facilities/BMPs? ☐ (Yes) ☒ (No)Will a Traffic Movement Permit (TMP) be required?: ☐ (Yes) ☒ (No)**☒ If in a Shoreland Zone:**Percent of residential lot coverage (Max 20%): 2%Percent of structure expansion (Max 30%): 0%☐ If Subdivision Review, number of lots proposed: _____☐ If a Private Way is proposed, number of lots served: _____**If Site Plan Review, you must provide the following information:**

Total new square feet footprint of structure: _____

Total new square feet paving/parking: _____

Waiver Requests (attach details):

1. _____
2. _____
3. _____
4. _____
5. _____

Required Submittal Attachments:

- A. Letters of Approval
 - ☐ Fire Department – Contact Chief or Deputy Chief – 282-9986
 - ☐ Ability to Serve for Water Service – Maine Water – 282-1543
 - ☐ Ability to Serve for Sewer Service – Engineering Department – Tom Milligan 284-9118
 - ☐ Police Department – e-911 Road Name Designation – Contact Joanne Fisk 282-5127
- B. Letter to Planning Board describing project, Waiver requests, proposed improvements, addressing permit requirements, etc.
- C. Photographs of Site.
- D. Architectural renderings/drawings of proposed buildings, as required.
- E. Engineering Plans, as required.
- F. Stormwater Management Report, as required.

Fees (Due at time of Submission):

- \$75 Nonrefundable Administration Fee is required for every application.
- Refer to "Attachment A Fees and Charges" of the Land Development Regulations for more information. Consult with Planning Staff if you have questions.

Required Signatures:

By signing this application, as the foresaid applicant or authorized agent:

- I certify that I have read and completely understand the application;
- I certify that the information contained in this application and its attachments are true and correct;
- I understand that all information provided on this form and all other documents submitted as part of my proposal is a matter of public record;
- I understand that copies of this information may be supplied upon request to an interested party.
- I understand that additional funds may be required through the course of the review for special studies, legal review costs, and/or engineering review.
- I understand that by submitting an application I am not guaranteed a place on any particular agenda. I further understand that the City Planner will place me on an agenda for review when the application is deemed substantially complete.

Will the proposed project cause 1 acre or more of site disturbance?: __ (Yes) __ (No)

- If Yes, applicant is responsible for any required Maine Construction General Permits and shall comply with the requirements of DEP Chapter 500 Stormwater Regulations, as they apply.

Signature of Applicant: _____

Date

2/27/23

Signature of Property Owner: _____

Date _____

DIGITAL SUBMITTAL REQUIREMENTS FOR ALL SUBMITTALS:

- A) PDF OF SIGNED APPLICATION
- B) PDFs OF ALL DRAWING SETS AND OTHER REQUIRED SUBMITTAL ATTACHMENTS NOTED ABOVE

HARD-COPY SUBMITTAL REQUIREMENTS FOR PLANNING BOARD APPLICATIONS:

- A) SEVEN (7) FULL-SIZE PAPER COPIES OF DRAWING SETS

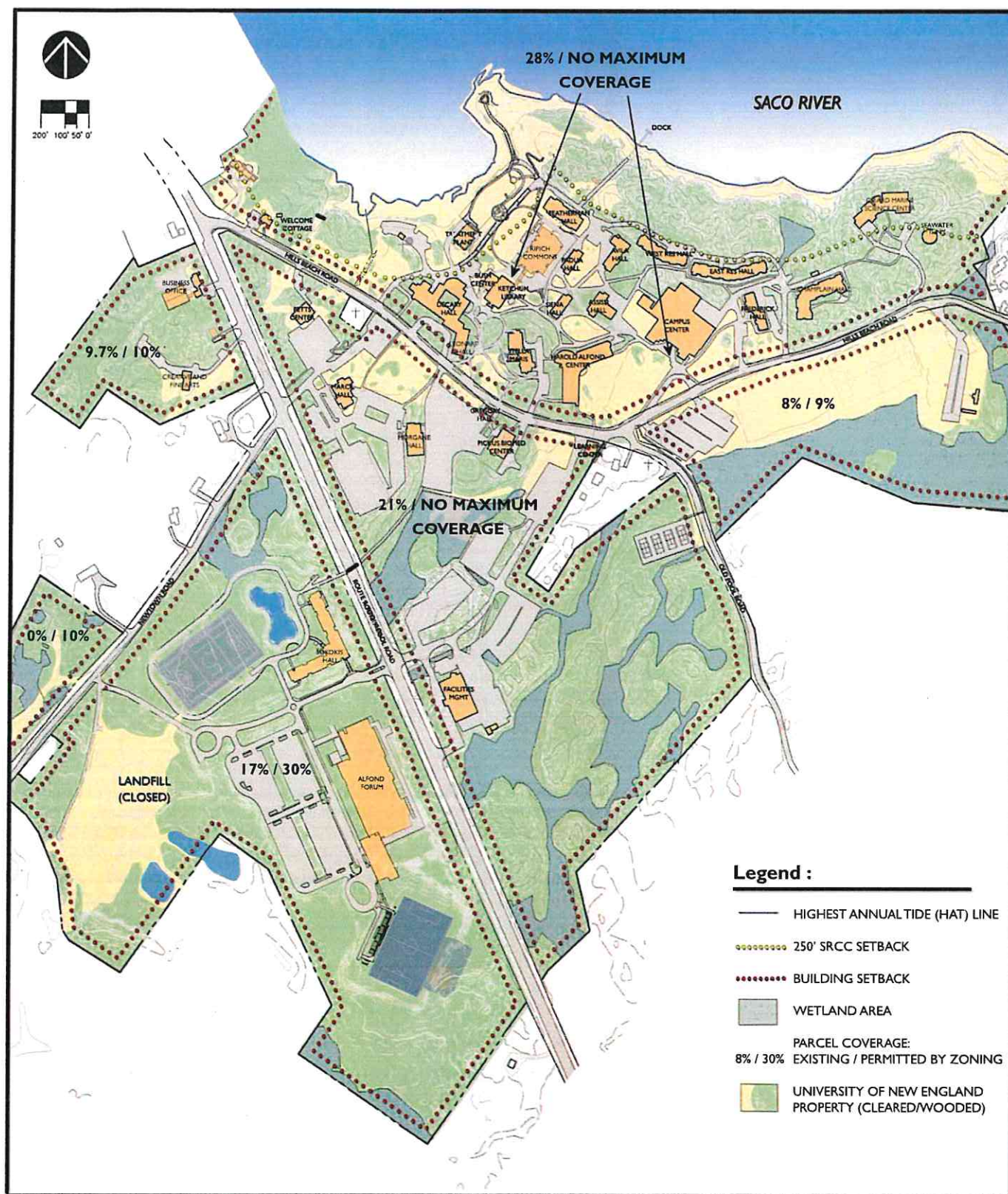
DIGITAL SUBMITTAL REQUIREMENTS FOR FINAL APPROVAL:

- A) INDIVIDUALLY NAMED PDFs OF EACH DRAWING (NOT A COMBINED PDF SET)
 - Individual Drawing PDF Naming Format: 'PROJECT/SHEETSET NAME_INDIVIDUAL DRAWING NAME.pdf'
- B) PDF COPIES OF ALL PERMIT APPROVALS, APPLICATIONS, REPORTS, NARRATIVES, LETTERS, ETC.
- C) FINAL CAD REFERENCE FILES IN DWG FORMAT (SURVEY & PROPOSED DESIGN LINEWORK)
 - All drawings & CAD reference files must be to-scale and within the following coordinate systems:
 - MAINE STATE PLANE WEST NAD83 (Horizontal Datum) & NAVD88 (Vertical Datum)

HARD-COPY SUBMITTAL REQUIREMENTS FOR FINAL APPROVAL:

- A) THREE (3) FULL-SIZE PAPER COPIES OF INDIVIDUAL DRAWINGS REQUIRING BOARD SIGNATURE
- B) ONE (1) FULL-SIZE PAPER COPY OF ENTIRE DRAWING SET FOR ENGINEERING RECORDS

PLEASE CONFIRM WITH PLANNING STAFF FOR CLARIFICATION

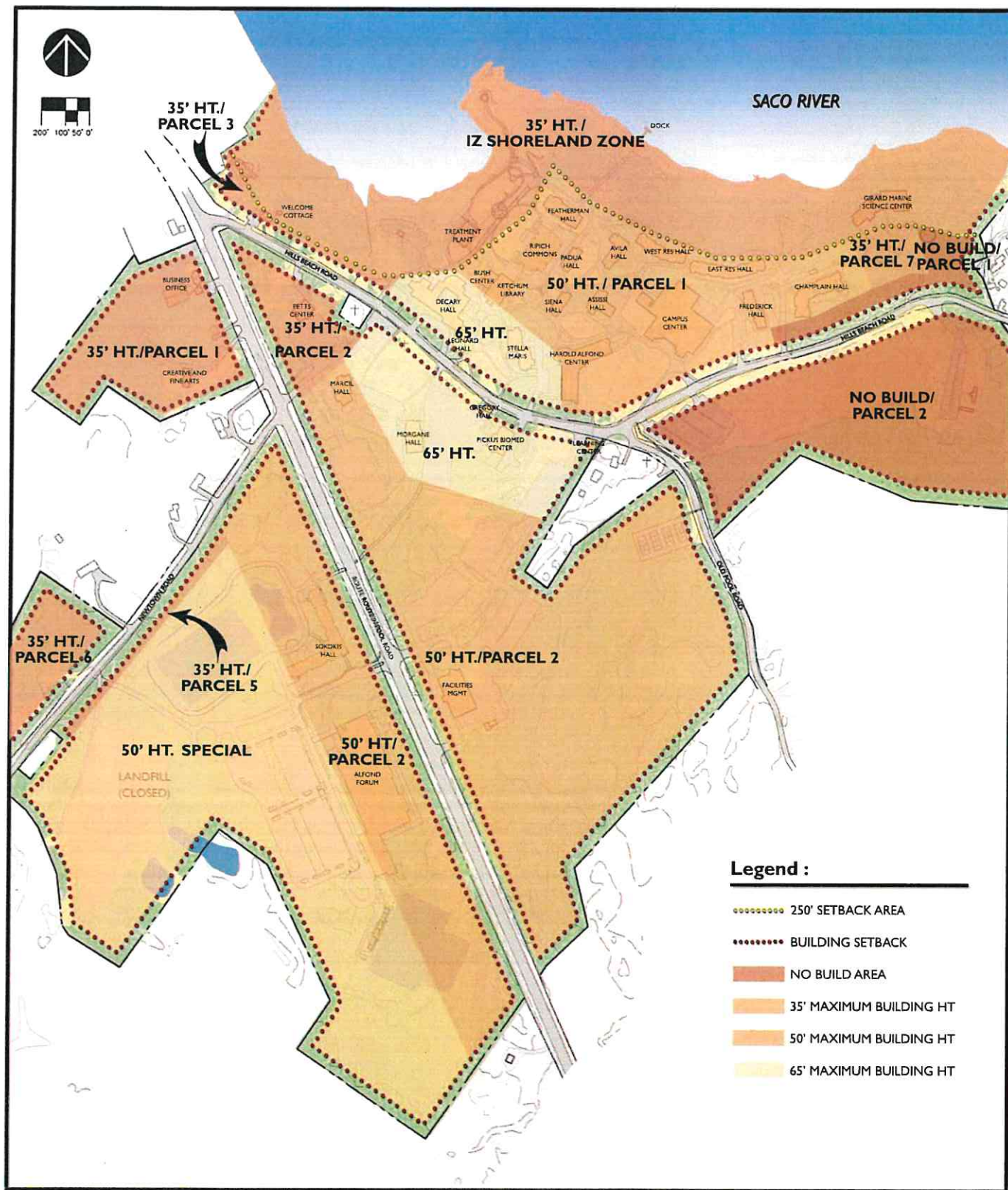


November 10, 2022

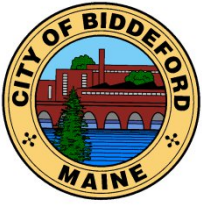


University of New England - Biddeford Campus
Campus Master Plan
 Restrictions on Developable Areas

Site Design Associates
 Civil Engineering and Land Planning



November 10, 2022



CITY OF BIDDEFORD

Planning and Development Department

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

PLANNING STAFF MEMO

TO: Mayor Casavant and Members of the Biddeford City Council

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

DATE: August 31st, 2023

MEETING DATE: September 5th, 2023

As part of materials submitted for the second reading of the University of New England's (UNE) zoning map amendment and dimensional standards, a minor correction was made to clarify a scribes error and make a clearer distinction between the three parcels being rezoned as part of UNE's Master Plan and two parcels that are within the Institutional (IN) zone but are misidentified on the City's official zoning map.

Three Parcels are proposed to be rezoned to be included within the IN zone. They are:

- 1 Hills Beach Road (Tax Map 51, Lot 11)
- 583 Pool St. (Tax Map 51, Lot 10)
- 590 Pool St. (Tax Map 51, Lot 18-1)

The two parcels that are currently within the IN zone but are misidentified on the City's official zoning map are:

- Tax Map 51, Lot 12
- Tax Map 51, Lot 13

These parcels are already owned by UNE and were included in previously approved Institutional Master Plans. This change to the official zoning map is being made to address a misidentification of these parcels on the official zoning map.

No action is required and staff is identifying the error for full transparency.



City Council

Meeting Date: September 5, 2023

Meeting Time: 6:00 PM

Agenda Item No: 9.a.

Item Description: 2023.101 Acceptance/Donation Greater than \$5,000 – Marshall Alexander Memorial Plaque

Submitted by: Brian S. Phinney, COO (on behalf of the Harbor Commission)

Supporting Information/Documentation:

N/A

Key Terms:

N/A

Executive Summary:

Council action required under Sec. 2-328(c) *Acceptance of Memorial Gifts*, for acceptance of a gift of money in the amount of ±\$8,000 for a memorial plaque at Vines Landing in honor of Marshall Alexander.

Detailed Review:

Earlier this summer, with the support of the mayor, members of the Biddeford Harbor Commission initiated a privately funded project to install a permanent memorial plaque at Vines Landing to recognize and honor Marshall Alexander for his many years of service to the City of Biddeford. Marshall was born in Biddeford Maine, graduated from Biddeford High School, served his country in the submarine service, fished in the waters of the Atlantic Ocean off Biddeford and was Harbor Master for the City of Biddeford for 37 years.

The memorial will consist of a bronze plaque attached to a vertical granite block that is being built by Richardson-Provost Memorials here in Biddeford and will tastefully be located in Vines Landing. The Recreation Director has selected the location and Public Works will complete the final installation.

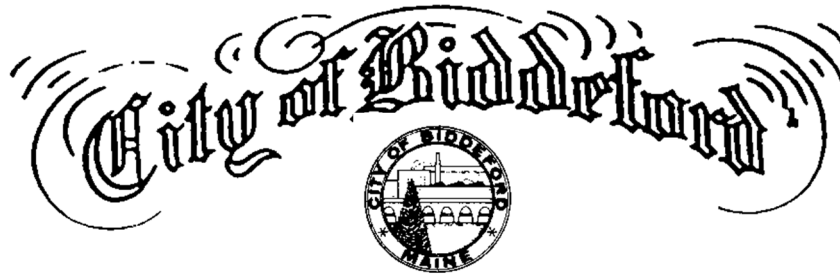
Private donations of over \$8,000 from dozens of citizens have been collected to pay for the memorial. Because the donation to the City is greater than \$5,000, according to City Ordinance 2-328 (c), City Council approval is required to accept the memorial.

Funding Source:

N/A, donation intended to fully fund the memorial plaque.

Staff Recommendation:

Staff recommends the City Council approve acceptance of the donation.



2023.102 **IN BOARD OF CITY COUNCIL... SEPTEMBER 5, 2023**
BE IT ORDAINED by the Biddeford City Council to amend the Biddeford Code of Ordinances at *Part II, Chapter 74 – Waterways, Article II – Harbor, Sec. 74-35.* Construction of wharf, pier, sea wall or landing regulated by [adding](#) or ~~deleting~~ text as follows:

No additions, alterations, new construction or/or changes to an existing wharf, pier or landing shall be made without prior permission of the Harbormaster.

Permission for the construction of any new wharf or pier within the jurisdictional limits of the City shall not be granted without approval of the Harbormaster. [along with Federal, State and Local governing authorities.](#)

To obtain permission of any new wharf or pier, the Applicant must provide the following information:

- [A formal boundary survey that has been documented at the Registry of Deeds.](#)
- [A copy of the boundary survey showing the littoral zone, established by extending property lines seaward.](#)
- [A location map from a portion of a USGS topographic map or coastal chart.](#)
- [Distance to navigable channels or any Federal Navigation Project.](#)
- [Mean high and low water boundary.](#)
- [A plan view on the drawing\(s\) that show the location and dimensions of the Applicant's structure\(s\) in relation to the Applicant's property lines.](#)
- [A typical cross section/side view of the Applicant's structures on the drawing\(s\).](#)
- [Evidence that owners of abutting properties have been notified of the Applicant's intended project.](#)
- [Evidence that the \(1\) Maine Historic Preservation Commission, \(2\) Aroostook Band of Micmac, \(3\) Passamaquoddy Tribe of Indians: Pleasant Point; Indian township, \(4\) Houlton Band of Maliseet Indians and \(5\) Penobscot Indian Nation have been notified of the Applicant's intended project.](#)
- [Completed applications to the Army Corps of Engineers, Department of Environmental Protection and Biddeford Code Enforcement. A regulatory permit from the Saco River Corridor Commission may also be required in some instances.](#)

The process to obtain permission for any new wharf or pier shall be facilitated by the Harbormaster. Initially, the Harbormaster's shall be available to guide the applicant through the application process and finally, to sign-off that all regulatory approvals have been obtained for construction.

Attest by: _____



City Council

Meeting Date: September 5, 2023

Meeting Time: 6:00 PM

Agenda Item No: 9.b.

Item Description: 2023.102 Amendment/Biddeford Code of Ordinances; Part II, Chapter 74 – Waterways; Article II – Harbor; Sec. 74-35 Construction of wharf, pier or landing regulated.

Submitted by: Brian S. Phinney, COO on behalf of the Harbor Commission and Shellfish Commission

Supporting Information/Documentation:

Order 2023.102

Key Terms:

N/A

Executive Summary:

The Harbor and Shellfish Commissions evaluated the ordinance section related to the construction of wharfs and piers. The existing ordinance was deemed lacking in detail. The amendment provides a list of requirements an applicant must provide to the harbor master in order to proceed with a review. The amendment is intended to provide clarity.

Detailed Review:

Chapter 74, Sec. 74-35 of the Biddeford Code of Ordinances addresses wharfs, piers, and landings. The current language states simply that permission from the harbormaster is required for construction of any new pier or wharf but there is no detail on what is required in order to obtain said "permission".

The Harbor and Shellfish Commissions worked with the harbormaster to draft an amendment to Sec. 74-35 to include detail on the information needed by the harbormaster in order to make an informed decision on any new construction requests. By amending the ordinance applicants will better understand what information is expected and will be able to evaluate cost and time implications prior to moving forward with new construction requests. Defining the information needs also assists the harbormaster by ensuring specific and consistent data is provided with any future construction requests.

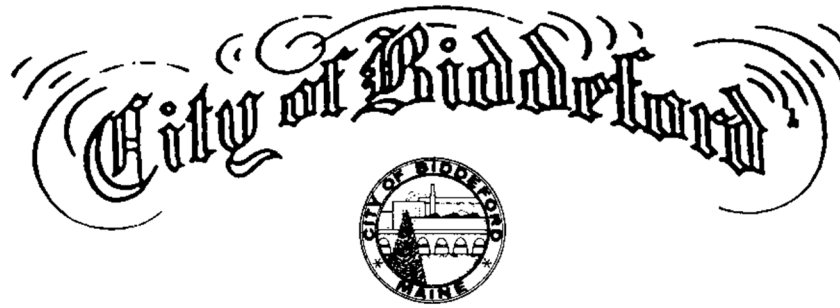
The Policy Committee reviewed the proposed amendment on July 24th. The Policy Committee considered the wording of the amended language and moved to submit the current version to City Council for consideration and adoption.

Funding Source:

N/A

Staff Recommendation:

Staff recommends approval of the Policy Committee recommendations.



2023.103

IN BOARD OF CITY COUNCIL...SEPTEMBER 5, 2023

BE IT ORDERED, that the City Council of the City of Biddeford does hereby grant a waiver of the special event property limitation found in Sec. 6-151 pursuant to Chapter 6, Amusements, Article V – *Sales, Possession and Consumption of liquor at and during Special Events on City Public Property*, to allow the sale and consumption of liquor (beer) at the Heart of Biddeford’s Oktoberfest special event proposed for Lincoln Street and scheduled for September 30, 2023.

BE IT FURTHER ORDERED that in accordance with the provisions set forth under Article IV *Special Events* the City Council of the City of Biddeford grants the Special Events permit for Heart of Biddeford’s Oktoberfest scheduled for September 30, 2023.

BE IT FURTHER ORDERED, that in accordance with the provisions set forth under Article V *Sales, Possession and Consumption of liquor at and during Special Events on City Public Property*, the City Council of the City of Biddeford does hereby grant approval for the Heart of Biddeford to sponsor the service of liquor (beer), supplied by 4 local breweries, at Oktoberfest on September 30, 2023, provided the alcohol service is managed in full compliance with Sec. 6-153 *Restrictions and Permissions* and any applicable State of Maine requirements.

Attest by:_____

Robbin Patterson City Clerk

APPLICATION NUMBER: 24-08-008

**INDEMNIFICATION AND RELEASE PROVISIONS
CITY OF BIDDEFORD SPECIAL EVENT PERMIT**

EFFECTIVE 7-6-2017 THE FOLLOWING FEES WILL APPLY:	
Administrative fee	\$25.00
Parade Permit fee	\$50.00
Block Party Permit fee	\$75.00
Mass Gathering fee	\$100.00

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

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

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

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



Signature of Applicant

____ August. 14, 2023 ____
Date

Delilah Poupore
Printed Name of Applicant

APPLICATION NUMBER: _____

**CITY OF BIDDEFORD
SPECIAL EVENT APPLICATION**

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

Name of Event Biddeford Oktoberfest Location of Event Lincoln Street

Date of Event: September 30, 2023 Start Time 12:00 pm Finish Time 6:00 pm

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

Community event on Lincoln Street, with large tent, to include 4 brewers, German music, food trucks, and "yard games." Lincoln Street closure from Main Street to Pearl, also includes barricading Stone Street so no entrance onto Lincoln. Designed to celebrate local craft brewing, Oktoberfest culture, and drawing visitors into the downtown (from mills, throughout Biddeford, and surrounding communities). There is a charge to enter.

Estimated # of Participants 40 Estimated Attendance 600-800 guests

Type of Event:

x Festival/Fair With Alcohol: Yes :X** No: _____

☐ Race/Walk/Bike Ride

☐ Concert

☐ Parade/March

☐ Other – Please Specify: _____

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

What impact will this have upon the surrounding neighborhood? (Noise, Traffic, etc.) Please explain: Noise from live music, games outside, Lincoln Street closed from Main Street to Pearl

APPLICATION NUMBER: _____

(and no entrance from Stone Street. Currently waiting for ownership of Mulligans to confirm if they'd like to be within the bounds of the festival or not. We will accommodate based on their wish.

Describe the means by which the neighborhood (residents and businesses) will be notified of this event and its public hearing: Notice in Courier, letters to building/business owners, social media posts, HoB & Biddeford Beat Newsletter. We will offer a hybrid meeting at HOB and on Zoom on Sept. 1 to serve as a public meeting for any who would like to know more or bring up concerns about the event for HOB to address.

Organization (Applicant) Information

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

Physical Address: 205 Main Street, Suite 103 Biddeford ME 04005

Mailing Address: 205 Main Street, Suite 103 Biddeford ME 04005

Business Telephone 207-284-8520 Fax n/a E-mail office@heartofbiddeford.org

Income Tax Exempt: Yes: _____ No: ☒ Tax Exempt Number: _____

Contact Person/Event Coordinator

Name & Address Delilah Poupore

Telephone 207-285-8520 Cellular 207-251-5695 E-Mail director@heartofbiddeford.org

Relationship Organization: Director

General Service Questions

Department of Public Works

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

If yes, number needed We will provide hard barriers, however we would like 6 wood/plastic barriers for hanging signage. As well as 2 signs that say "no entrance" _____

Will it be necessary to cover street and/or parking signs for this event? Y

If yes, please note on diagram. "No Parking" from 10 a.m. - 7 p.m. Sat., Oct. 28, with 24 hour notice.

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

Revised 8/5/2021

APPLICATION NUMBER: _____

Is any other Public Works assistance anticipated? 4 Trash and 2 recycling cans –

Parks and Recreation Department

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

If yes, where Lincoln Street (closed from Main Street to Pearl Street, and barricaded at Stone)

Will tenting/staging be utilized for this event? Y If yes, what is your plan to repair any damage caused by stakes, tie-downs, etc.? _____ We will not install stakes; only weights will be used for the tent.

Any Parks and Recreation assistance required?

No _____

Fire Department

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

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

Will you have First Aid or medical staff present? no

******* If First aid or Medical Staff is needed, The Biddeford Fire Department can provide for a fee. Please Contact the Biddeford Fire Department at 207-282-6632 for details.*******

Police Department

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

Is crowd control necessary for this event? yes If yes, who will provide it? HOB has hired a professional, bonded security company to provide ID checking and security.

Other

All vendors *must* obtain proper licenses/permits from the City Clerk's office (284-9307).



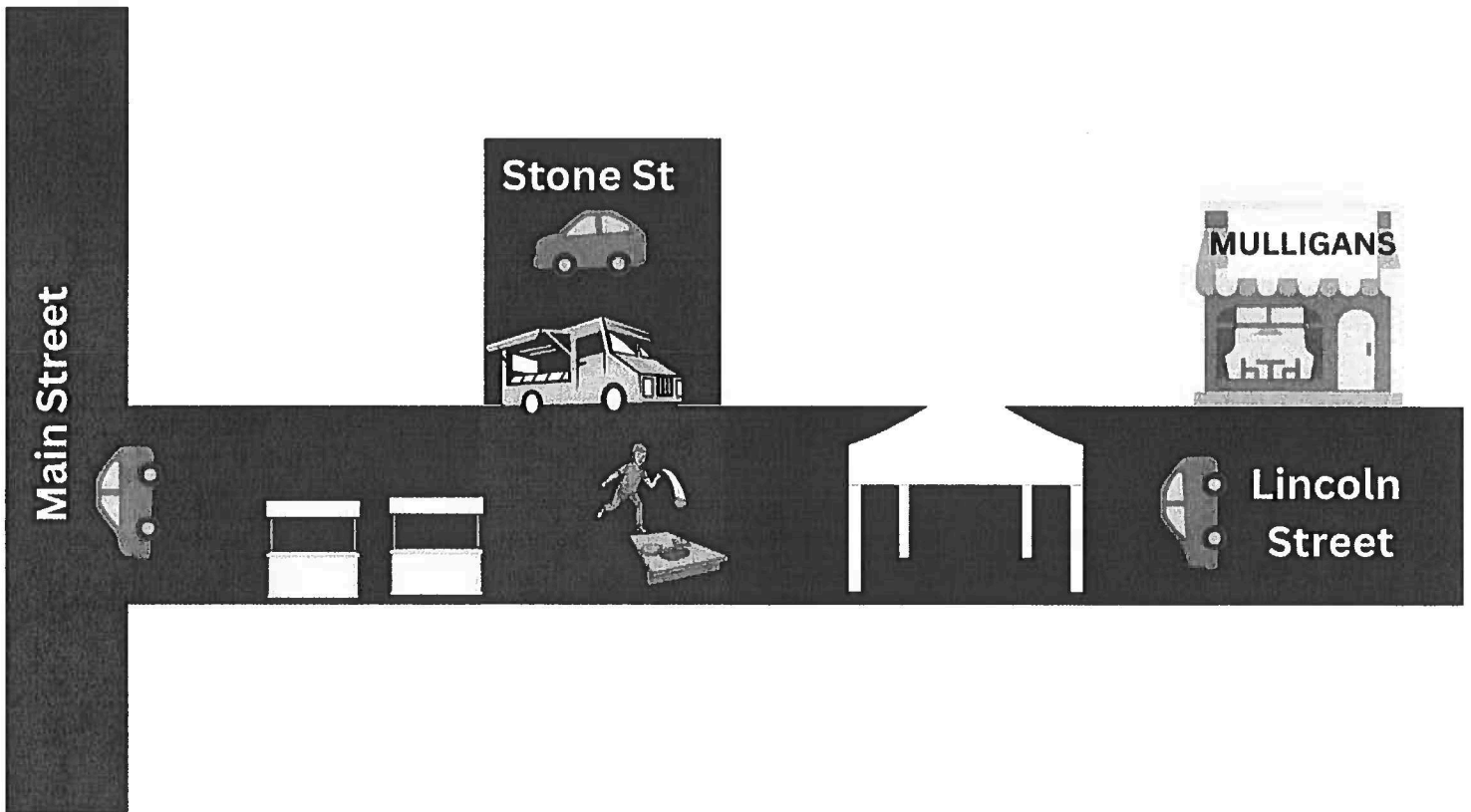
LINCOLN STREET CLOSURE

From Main to Mulligans

SATURDAY, SEPT. 30, 2023

CLOSURE: 10 AM - 7 PM

EVENT: NOON-6 PM



APPLICATION NUMBER: _____

Biddeford. I understand that the issuance of this permit is contingent upon compliance with any and all conditions imposed by the City of Biddeford or its officers.

A handwritten signature in dark ink, appearing to read "D. Paige".

Aug. 14. 2023

Applicant Signature: _____ Date _____

APPLICATION NUMBER: _____

**CITY OF BIDDEFORD
BLOCK PARTY PERMIT APPLICATION**

Name of Applicant _____

Address _____

Telephone # _____

Location of Block Party _____

Date of Block Party _____

Start Time _____ Finish Time _____

Block Party Regulations

Authorization to block off your street for a block party on the above date during the above stated time is contingent upon the following stipulations.

1. Although the street will be closed, provisions must be made for access by **EMERGENCY VEHICLES**. Barricades must be provided at the requesting party's expense. They must be of a temporary nature and easily removable in an emergency.
2. Block party must cease before dark, with all street obstructions and barricades removed.
3. Any debris or litter must be cleaned by the permit holder immediately following the event.
4. Music will be allowed but it must be maintained at a reasonable volume so as not to disturb nearby neighbors. Any complaint regarding noise of any type that is substantiated by the Police Department may cause this permit to be terminated without notice.
5. It is **ILLEGAL** in Maine to consume alcoholic beverages in public areas, which includes city streets and sidewalks. Any consumption of alcoholic beverages must take place on private property only.

On the following page, please attach or sketch a map showing the area to be blocked, the location of the barricades, and any other descriptive information pertinent to the issuance of this permit.

APPLICATION NUMBER:_____

PAGE 2 – BLOCK PARTY PERMIT

Attach your map or sketch below.

APPLICATION NUMBER: _____

REVIEW BY SPECIAL EVENTS COMMITTEE:

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

APPROVED WITH MODIFICATIONS AND/OR RESTRICTIONS: _____

APPROVED AS SUBMITTED: _____

DENIED: _____

Modifications / Restrictions:

REASON(S) FOR DENIAL:

Police Chief

Date:

Fire Chief

Date

Public Works Director

Date:

Codes Enforcement Officer

Date:

[Catherine Ellis](#)

Parks & Recreation

Date: [08/21/2023](#)



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

TELEPHONE: (207) 624-7220
FAX: (207) 287-3434
EMAIL INQUIRIES: maineliquor@maine.gov

Application for a License for an Incorporated Civic Organization
Important Information

- A. General
 - i. The municipality in which the event will take place must have voted to approve on-premises consumption under Title 28-A, Chapter 5.
 - ii. The law requires the application to be submitted at least 24 hours in advance of the event, however, a longer notice is appreciated to allow additional time for processing.
- B. Events open to the public
 - i. Your organization must be an incorporated civic organization or a similarly purposed national organization designated under the United States Internal Revenue Code of 1986, Section 501(c)(3) and verifiable with the office of the Maine Secretary of State, Division of Corporations.

Submit completed forms to:

Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement

Mailing address: 8 SHS, Augusta, ME 04333-0008
Courier delivery: 19 Union Street, 3rd floor, Suite 301-B, Augusta, ME 04330



TO: Biddeford City Council
FR: Delilah Poupore, Executive Director, Heart of Biddeford
RE: Request for Alcohol Permit, Sept. 30, 2023
DATE: Aug. 28, 2023

Thank you for reviewing Heart of Biddeford's Event Application for the inaugural Oktoberfest scheduled for Sat., Sept. 30, 2023. We hope this will become an annual event that brings citizens together and provides opportunities for cultural and economic benefits.

This letter is to request permission to serve alcohol on Lincoln Street (in a cordoned area from Main Street to Mulligan's restaurant) during a 6-hour event designed to feature Biddeford's breweries. Pearl Street and Saco Falls Way will remain open and accessible during the event.

We agree to comply with all of the requirements listed in section 6-153 of the Amusements ordinance, and here are some specific details:

- Heart of Biddeford will apply for and hold the state alcohol permit. We submit our application to the state once this request is approved by the City, if it is approved. Holding an "Incorporated Civic Organization" permit means alcohol can only be served by "TIPS" certified servers. All of our servers are TIPS-certified and over 21 years of age.
- On Tuesday, Aug. 29 we are emailing notices to businesses and property owners on Lincoln Street, inviting them to email comments and concerns about the road closure and the event.
- We have hired certified and bonded Black Horse Security to provide ID checking at the entrance, as well as to ensure there is compliance with all applicable alcohol laws. We have secured 6 security agents, which matches or surpasses the recommendations in the City Ordinance. We plan to sell a maximum of 600 tickets to the event. We do not expect them to all show up at the same time within that 6 hour period.
- We can provide proof of insurance, which we obtained as a "rider" on our HOB insurance for this special event.
- We will be enclosing the area with a combination of hard barricades (cars) and fencing. Prominent signage will denote "no alcohol beyond this point." Several of the security agents will be monitoring the perimeter.

Mission Statement:

The Heart of Biddeford in partnership with the City of Biddeford, the business community, property owners, and residents, fosters economic development and improves the downtown and quality of life within its boundaries by supporting existing businesses, attracting new businesses, promoting the downtown through events and working to beautify the urban core.



- Food trucks (including several downtown businesses) will be providing food at the event at all times.
- Free bottled water/sparkling water will be available to all.

Please let me know if you have any questions or concerns. We hope that you will vote to affirm that Oktoberfest falls under the City's policy that allows for restricted consumption and sale of alcohol at events that are positive for the City.

Sincerely,

Delilah Poupore
Executive Director

Mission Statement:

The Heart of Biddeford in partnership with the City of Biddeford, the business community, property owners, and residents, fosters economic development and improves the downtown and quality of life within its boundaries by supporting existing businesses, attracting new businesses, promoting the downtown through events and working to beautify the urban core.

Oktoberfest Road Closure Notice

Name	Contact	Business	How Contacted	Date	Who Contacted	Signature
Rebecca Johns	rebecca@lincolnhotelmaine.com	Lincoln Hotel	emailed	8/28	Delilah	Signed by front desk
Charlotte		Lincoln Hotel	letter delivered in person	8/29	Charlotte Abby	
Jon Quade	jon@batsonriver.com	Batson River	emailed	8/28	Delilah	On committee
		Batson River	letter delivered in person			email only
Scott Fleurant	scottf@impactfc1.com	Impact Fitness	emailed	8/28	Delilah	So Klor
		Impact Fitness	letter delivered in person			Signed above
Jen Morrow	jmorrow@chinburg.com	Lincoln Lofts/ Chinburg Prope	emailed	8/28	Delilah	Jen Morrow
	forwarded to tenants ↗	Lincoln Lofts/ Chinburg Prope	letter delivered in person	8/29	Abby	Signed above
Michel		Mulligans	letter in person	8/29	Abby	Michel Mulligans
		Head Start Children's Center	letter in person	8/29	Abby	Christa Bernier
Jeannie		Bangor Savings Bank	letter in person	8/29	Abby	Jeannie Stanhope
Cristian De Leon	cdeleon@premiumparking.com	Pearl St Parking Garage	emailed	8/29	Abby	
John Tarbox	john.tarbox61@gmail.com	Rugby Brown Building	emailed	8/29	Abby	
Rachael Harknes	harkness.rachael@gmail.com	Counting House	emailed	8/29	Abby	
Shayna Cormier	scormier@sacofallsmanagement.com	Saco Falls Management	emailed	8/29	Abby	
	info@portacompany.com	Porta & Company	emailed	8/29	Abby	
Matthew Dubois	mdubois@portproperty.com	Riverdam Mill	emailed	8/29	Abby	

TO:

FROM: Heart of Biddeford

DATE: Aug. 29, 2023

SUBJECT: Sat., Sept. 30th Oktoberfest Road Closure – Request for Feedback

**PLEASE SHARE THIS REQUEST FOR FEEDBACK AS APPROPRIATE
WITH RESIDENTIAL AND COMMERCIAL TENANTS**

Oktoberfest Closure Announcement

Heart of Biddeford is proposing to hold an Oktoberfest in conjunction with Biddeford's local breweries on Sat., Sept. 30, 2023 from Noon-6 p.m. The event would occur on a section of Lincoln Street, from Main Street to Mulligan's. Including set-up and break-down, that section of Lincoln Street would be closed from 10 a.m. - 7 p.m.

The remainder of Lincoln street would remain open from the Elm Street end, and cars can travel unimpeded to Saco Falls Way, Pearl Street, the parking garage and the various mill properties. Stone street would remain accessible from Pearl Street.

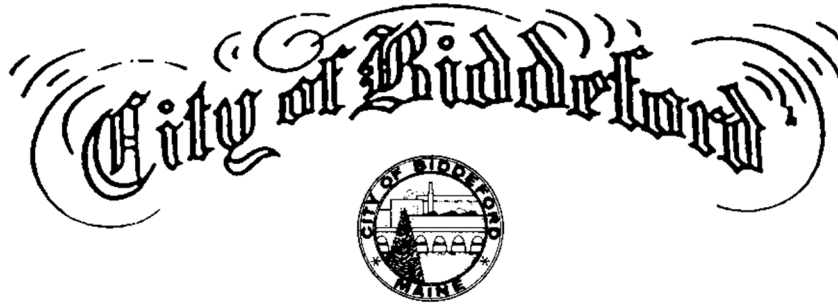
This notice is intended to invite your comments, concerns and suggestions so that we can mitigate any possible negative effects of the road closure. Please email Heart of Biddeford with any questions as soon as possible, since the City Council will be voting to approve the alcohol permit on Tuesday, Sept. 5th and we would like to alert them to any citizen concerns and how we have dealt with them.



Email:

director@heartofbiddeford.org

207-284-8520



2023.103

IN BOARD OF CITY COUNCIL...SEPTEMBER 5, 2023

BE IT ORDERED, that in accordance with the provisions set forth under Part II, Chapter 6, Article V - *Sales, Possession and Consumption of liquor at and during Special Events on City Public Property*, the City Council of the City of Biddeford does hereby grant approval for the Biddeford Saco Chamber of Commerce Business After Hours event at the J. Richard Martin Community Center scheduled for September 21, 2023 showcasing Biddeford Cultural and Heritage Center, to provide alcohol service provided the service of alcohol is managed in full compliance with Sec. 6-153 *Restrictions and Permissions* as applicable and any applicable State of Maine requirements.

Attest by:_____

Robbin Patterson City Clerk



City Council

Meeting Date: September 5, 2023

Meeting Time: 6:00 PM

Agenda Item No: 9.d.

Item Description: 2023.104 Approval – Biddeford Saco Chamber of Commerce Business After Hours Alcohol Service

Submitted by: Brian S. Phinney, COO on behalf of Mayor Casavant

Supporting Information/Documentation:

Order 2023.104

Key Terms:

N/A

Executive Summary:

Action on this item authorizes alcohol service at the Biddeford+Saco Chamber of Commerce Business After Hours event proposed for September 21st at the J. Richard Martin Community Center.

Detailed Review:

The Biddeford+Saco Chamber of Commerce (Chamber) sponsors Business After Hours events throughout the year to bring together members and businesses. Such an event is proposed for September 21st at the J. Richard Martin Community Center to showcase the Biddeford Cultural and Heritage Center. There is a desire to serve alcohol at the event. Typically at such events attendees are provided with a limited number of drink tickets with a varied attendance.

When reviewing this request it was determined that the event does not meet the definition of a special event. The Code of Ordinances provides for an approval process for alcohol service under the special event scenario but is otherwise silent on the serving of alcohol at municipal buildings. As such, it becomes a policy decision to allow alcohol service on the premises. Additionally, due to the liability aspects associated with alcohol, most notably over serving, should the City Council grant the request it is recommended at a minimum that the event be required to comply with applicable provisions of Chapter 6, Article V - *Sales, Possession and Consumption of liquor at and during Special Events on City Public Property*. While it is acknowledged that this Article applies to special events, Sec. 6-153 lists restrictions and permissions associated with liquor service that are applicable to this proposal. A copy of Sec 6-153 is attached for reference.

Staff recommends compliance with the following provisions of Sec. 6-153:

(a)(1), (a)(2), (a)(3) waiving the 30-day notice requirement, (a)(4) exempting the use of the special event application and accepting the information in a manner acceptable to the recreation director, (a)(6), (a)(7) excepting special event application reference with the area defined in consultation with the recreation director, (a)(8), (a)(9) excepting the special event application reference and instead designating the contact identified in (a)(4), (a)(10), (a)(11), (a)(12), (a)(13), and (a)(14).

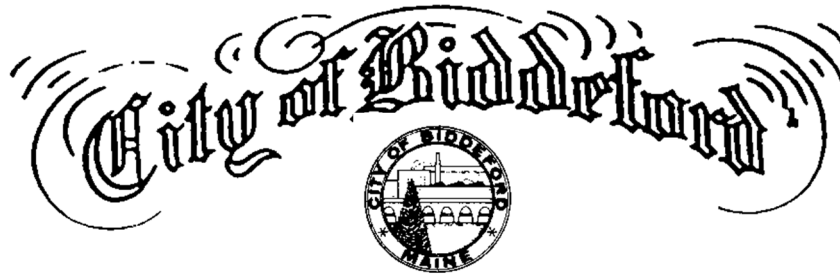
It should be noted that (a) the City Council has the authority to deny the alcohol service or impose additional restrictions as it sees fit if approval is granted and (2) whereas there is no formal guidance, an approval would likely establish a general baseline for the treatment of future requests from other entities similar to the equitable treatment discussions experienced with the use of the flag pole and bulletin board.

Funding Source:

N/A

Staff Recommendation:

Aside from the general information and recommendations provided above, staff's position is neutral as this is a policy decision.



2023.105

IN BOARD OF CITY COUNCIL... SEPTEMBER 5, 2023

BE IT ORDERED, that the City Manger is authorized to enter into an agreement with Key Code Media, Inc for the purchase and installation of a new audio visial system for the council chambers in the amount of \$50,758.50 and playback system in the amount of \$31, 547.00 for a total of \$82,305.50.

BE IT FURTHER ORDERED, that the City Manager is authorized to purchase a new podium, tables, and support computers as part of the upgrade in an amount not to exceed \$5,000.00

Note: The total project allocation is \$87,305.50.

Attest by: _____



City Council

Meeting Date: September 5, 2023

Meeting Time: 6:00 PM

Agenda Item No: 9.e.

Item Description: 2023.105 Approval/AV System Upgrade

Submitted by: Brian S. Phinney, COO

Supporting Information/Documentation:

Key Code Media, Inc Quotes

TelVue Corporation Quote

Key Terms:

N/A

Executive Summary:

Action on this item authorizes the purchase and installation of new audio visual equipment for the council chambers as well as a new playback system. The new system includes demolition, equipment, installation, training, podium replacement and tables.

Detailed Review:

Over the past 11-months staff has been working on upgrading the audio visual system and playback system in council chambers. The current system is +20-years old and a patchwork of hardware. The need for the upgrade has been accentuated by the remote meeting requirements experienced during Covid.

Due to the specialized nature of the work staff made direct contact with four known vendors across Maine and New Hampshire. Staff held site visits and were involved in numerous discussions regarding available technology, systems integration, component integrated installations vs standalone component integrations, and visited other communities to review installations in order to establish a framework for the upgrade that would best serve Biddeford now and in the future. The City received two bids and selected Key Code Media, Inc as the preferred vendor.

Highlights of the upgrade include HD cameras, integrated streaming, simplified control booth systems, upgraded microphones and sound system, integrated press feeds, relocation of "side" television from the Adams Street wall to the front (South St) wall with synced displays, auxiliary wireless microphones for greater use of the chambers for organized events, and remote broadcast capability from any location with access to an internet feed.

The demolition and installation period will necessitate remote-only meetings however the “downtime” should be a week at most and we have the ability to schedule during a week that would result in the least impact. Bookings are currently into the latter part of October with no known delays on components.

Funding Source:

Funding is proposed from the Cable TV Fund (218) with an FY22 audited balance in excess of \$217,000 dollars.

Staff Recommendation:

Staff recommends approval of the AV system upgrade.

Key Code Media, Inc. - New Hampshire

8 Integra Dr

Concord, NH 03301-5102

(603) 224-2300

Biddeford Town Hall Upgrades

Quote # 229220 Version 4

Prepared for:

City of Biddeford

Prepared by:

Bryan Nadeau

Biddeford Town Hall Upgrades

Prepared for: City of Biddeford

Quote #229220 v 4

Aug 25, 2023

Client Objectives

- Biddeford wishes to upgrade their existing A/V Technologies in their Town Hall meeting room.
- Upgrading for hybrid and remote meetings.
- Upgrading from analog to digital audio and video.
- Removing 1 rack and adding equipment desk
- Adding a second audio location for auxiliary meeting layout in rear of room.
- Cleaning/organizing cabling in control room and in chambers.

Project Components, Equipment, Systems

No.	Part #	Manufacturer	Description	Qty	Price	Ext. Price
1	VC-A61PW	Lumens	4K IP PTZ Video Camera with 30x Optical Zoom	4	\$2,495.00	\$9,980.00
2	VS-KB30	Lumens	IP PTZ Joystick controller for Cams above	1	\$1,398.00	\$1,398.00
3	PTZ MOUNT	Jinwelry	PTZ camera mount for cams above (White)	4	\$82.00	\$328.00
4	GS516PP	Netgear	16-Port Gigabit PoE+ Compliant Unmanaged Switch, 260W Power Budget	1	\$403.00	\$403.00
5	HS-1300	Data Video	Switcher with Record and Stream and Multiview	1	\$3,955.00	\$3,955.00
6	MX412D/C	Shure	Desktop 12" Cardioid Gooseneck Microphone	13	\$345.00	\$4,485.00
7	BLX288/B58-H10	Shure	4 wireless handheld mic with receiver	2	\$720.00	\$1,440.00
8	IT-MM	FSR	Microphone Mute Module	1	\$89.00	\$89.00
9	MS-6-M-NR-025	Wirlwind	6-Channel Snake (No Returns, 25')	2	\$285.00	\$570.00
10	B0BZDFNSRW	Yeaqee	Yeaqee 18 Pack XLR Microphone Cable 10 Ft XLR	1	\$92.00	\$92.00
11	DMM14 UL	AKG	12 channel analog audio mixer w/2ch out for mix minus	3	\$2,498.00	\$7,494.00
12	RKC800	Shure	8 XLR Patch Panel	3	\$285.00	\$855.00
13	SDSDXXY-128G-GN4IN	Sandisk	SDHC class 10 128GB Card for recording	2	\$44.00	\$88.00
14	CTMX	Sound Tools	XLR Over Cat RX	3	\$110.00	\$330.00
15	WC121-S	Sound Tools	XLR Over Cat TX	3	\$60.00	\$180.00
16	NC3FXX-BAG	Neutrik	Female 3 Pole XLR Connectors	15	\$5.00	\$75.00

Biddeford Town Hall Upgrades

Prepared for: City of Biddeford

Quote #229220 v 4

Aug 25, 2023

Project Components, Equipment, Systems

No.	Part #	Manufacturer	Description	Qty	Price	Ext. Price
17	AV-4K	Star Tech	Flush Mount Presentation Hub	1	\$295.00	\$295.00
18	Scarlett Solo	Focus Rite	2x2 USB audio interface	1	\$150.00	\$150.00
19	U-TAP-SDI	AJA Video System	Digital Audio Interface for remote and Zoom Meetings	1	\$429.00	\$429.00
20	VIA-GO2	Kramer	4K Wireless Presentation Device	1	\$550.00	\$550.00
21	VS-211H2	Kramer	Auto Sensing HDMI Switch	1	\$311.00	\$311.00
22	Decimator 2	Decimator	3G/HD/SD-SDI to HDMI/Composite Converter	1	\$435.00	\$435.00
23	PD-915R	Middle Atlantic	Rackmount power strip	1	\$188.00	\$188.00
24	RM-LCD-PNLK	Middle Atlantic	Recessed rack mount for 22" Monitor	1	\$200.00	\$200.00
25	MDV-R12	Middle Atlantic	MDV Side rack with overbridge	1	\$499.00	\$499.00
26	LS27AG302NNXZA	Samsung	27" HDMI Monitor	1	\$245.00	\$245.00
27	MDV-DSK	Middle Atlantic	48" W Straight Desk w/Overbridge	1	\$855.00	\$855.00
28	25Q841	West Penn	500ft RG6/U SDI cable	1	\$410.00	\$410.00
29	CAT6-HDBT-025	Laird	25ft shielded Cat 6	4	\$51.00	\$204.00
30	WPL-2108	My Custom Shop	12G-SDI Recessed BNC with imbedded Audio for Press Feed	1	\$45.00	\$45.00
31	97-11124	Osprey Video Inc	1X4 12G reclocking Distribution Amplifier for Press Feed	1	\$415.00	\$415.00
32	DS300B	On-Stage	Posi-Lok Mini Boom Desktop Stand	2	\$23.00	\$46.00
33	A25D	Shure	Microphone clip for desk stand above	2	\$9.75	\$19.50
34	K-KJ17KHCA4A	Panasonic	Panasonic eneloop Pro Rechargeable AA Ni-MH Batteries with Charger	2	\$40.00	\$80.00
35	NEW			1	\$0.00	\$0.00

Subtotal: \$37,138.50

Biddeford Town Hall Upgrades
Prepared for: City of Biddeford

Quote #229220 v 4

Aug 25, 2023

KCM Services and Materials

No.	Part #	Description	Qty	Price	Ext. Price
36	KCM-INT-MAT	Cable stock, connectors, power extensions, misc hardware & materials,etc	1	\$540.00	\$540.00
37	KCM-INSTALL	Installation, wiring, terminations, configurations	1	\$8,240.00	\$8,240.00
Installation note: Client to provide laptop or PC for remote participant I/O					
38	KCM-TRAVEL	Time and travel, mileage	1	\$1,480.00	\$1,480.00
39	KCM-T&E	Hotel, meals	1	\$760.00	\$760.00
40	KCM-TRAINING	Systems training & commissioning	1	\$1,080.00	\$1,080.00
41	KCM-ADMIN	Reports, site visits, office coordination, invoice, receiving	1	\$420.00	\$420.00
				Subtotal:	\$12,520.00

Shipping

No.	Part #	Description	Qty	Price	Ext. Price
42	Shipping	Shipping	1	\$1,100.00	\$1,100.00
				Subtotal:	\$1,100.00

Account Notes

No.	Part #	Description	Qty	Price	Ext. Price
Payment Terms: NET 30 Days with a PO Required					

Biddeford Town Hall Upgrades
Prepared for: City of Biddeford

Quote #229220 v 4

Aug 25, 2023

Scope of Work

Decommission abandoned equipment in current control room
Remove one equipment rack and build Middle Atlantic Desk for new monitors, camera controller, switcher, mixer
Install 4 HD PTZ cameras with mounts and wire to control room through drop ceiling.
Install DataVideo switcher with record, stream, and multiview with PIP
Install new wired gooseneck microphones, resolder new terminations and remove excessive slack.
Install 2x 6-input Whirlwind snakes for 12 mics at current desk setup in chambers
Run Shielded Cat6 for XLR over Cat interface
Install 4x SDI Wallplate from Osprey for Press feeds.
Relocate large TV from side wall to back wall.
Wire TV's with AUX signal from switcher.
Wire podium microphone to Mic Mute Module/switch.
Cut hole in podium to flush mount Presentation hub.
Wire Presentation hub to Kramer Via Go2 to for wireless transmission to switcher.
Audio wired in a mix minus for full Zoom meeting audio/video function.
Wire audio into existing PA system.
Test, balance, EQ, Levels, Etc. all mics.
Install Aja Digital Video Interface for remote and Zoom Meetings
Test all equipment.
Test Live Broadcast.
Train staff on all new components

Biddeford Town Hall Upgrades
Prepared for: City of Biddeford

Quote #229220 v 4

Aug 25, 2023

Key Code Total Care

30 Day Key Code Total Care Bronze

Thank you for choosing Key Code Media, this quote is covered under a 30-day remote support plan. The equipment is covered under manufacturing warranty and the labor is covered by Key Code Support.

Key Code support hosts its own secure remote access support system. This system is much like a TeamViewer remote access, with the exception that it's hosted by Key Code Media and sits behind our firewall. As part of Change Me and Key Code Media support agreement, we can install this lightweight utility on all purchased computers at the discretion of facility staff. This will allow a support engineer to log in and see what the operator is seeing in real time.

Service Expectations

This support proposal includes the following Service Level agreements:

1. Provide normal business hours support
 - a. Access to M-F 9am EST - 6pm PST support line
 - b. Includes emergency and non-emergency call for:
 - i. Software Issues and Version Upgrades
 - ii. Hardware support for purchased equipment
 - iii. Remote support
 - c. Major Holidays are not included in coverage
 - i. Christmas Day
 - ii. July 4th
 - iii. Thanksgiving +1
 - iv. New Year's Day
 - v. Memorial Day
 - vi. Labor Day
2. Contract Includes Costs for Mileage Associated with support visits
 - a. Does not include for Airfare, Hotel, Rental Car, or Per-Diem
 - b. Does not include Travel Costs associated with other quotes
 - c. All Non-Covered T&E will be invoiced at actual cost

Warranty Terms

The warranty begins upon completion of install and lasts for 30 days.

Support Contract Information

Service Hotline: 818-303-3980

Email Support: Support@keycodemedia.com (Email is monitored from 9a – 6p)

Call Back Response Time

9am – 6pm response time 5 – 30 minutes

Biddeford Town Hall Upgrades
Prepared for: City of Biddeford

Quote #229220 v 4
Aug 25, 2023

Biddeford Town Hall Upgrades



Prepared by:

Key Code Media, Inc. - New Hampshire

Bryan Nadeau
917-819-1283
bnadeau@keycodemedia.com

Bill To:

City of Biddeford

Brian Phinney
(207) 571-0032
Brian.Phinney@Biddefordmaine.org

Ship To:

City of Biddeford

Key Code Media-NE
8 Integra Dr.
Concord, NH 03301
Brian Phinney
(207) 571-0032
Brian.Phinney@Biddefordmaine.org

Quote Information:

Quote #: 229220

Version: 4
Delivery Date: 08/25/2023
Expiration Date: 09/13/2023
Terms:

Quote Summary

Description	Amount
Project Components, Equipment, Systems	\$37,138.50
KCM Services and Materials	\$12,520.00
Subtotal:	\$49,658.50
Shipping:	\$1,100.00
Total:	\$50,758.50

This Sales Quote ("SO") incorporates the Terms and Conditions found at <http://www.keycodemedia.com/terms/salesorder> ("T&C") and constitutes an offer or counter-offer, as applicable, by Key Code Media, Inc. or Burst Communications ("Seller"). This SO, including the T&C incorporated therein, shall become binding on the buyer listed herein ("Buyer") on the earliest of Buyer's: (i) acknowledgement hereof; or (ii) receipt of any goods and/or services ordered hereunder. No Buyer acknowledgement form, purchase order, or other document shall modify the SO or the T&C.

Key Code Media, Inc. - New Hampshire

City of Biddeford

Signature: _____

Name: Bryan Nadeau

Title: Account Manager

Date: 08/25/2023

Signature: _____

Name: Brian Phinney

Date: _____

Key Code Media, Inc. - New Hampshire

8 Integra Dr

Concord, NH 03301-5102

(603) 224-2300

Biddeford Playback System Upgrade

Quote # 229454 Version 2

Prepared for:

City of Biddeford

Prepared by:

Bryan Nadeau

Biddeford Playback System Upgrade

Prepared for: City of Biddeford

Quote #229454 v 2

Aug 25, 2023

Client Objectives

The City of Biddeford and Biddeford Public Access TV's primary objective is to seamlessly integrate and upgrade their existing broadcasting capabilities. With a strategic focus on enhancing content delivery, expanding viewership, and improving operational efficiency, the client aims to successfully transition from their current Leightronix system to a more advanced and versatile 2 Channel CASTUS playback system.

Project Components, Equipment, Systems

No.	Part #	Manufacturer	Description	Qty	Price	Ext. Price
1	CSTQR-202	Castus	CASTUS QuickRoll 4th Generation- (2) Channel IP/HDSI Video Server with (2)HDSI / IP Inputs be purchasedSchedule creator and editor interface- yearly, monthly, weekly or dailyBlock scheduler interface for automated schedulingWeb interface with confidence monitors and audio metersMulti file format support- ZERO transcodingSupport for- RTMP, SRT, HLS, NDI & moreSupports Live Closed Captions and Side Car files- VTT, SCC, MCC & MoreConnects to routing switching- Black Magic and morePlaylist and multi-region playlist creator/editorOutput to Facebook and Youtube liveConnect to CASTUS Cloud Services (CCS) Generate online schedule guide to embed on websiteVideo editor for assembling and trimming clipsRSS crawl overlay capabilityFile manager libraryAudio input and automatic background music detectionBuilt in audio normalization for outputs8 global overlays per channelHDMI preview channelDVD to file rip utilityHardware:Super fast processor, dense form factor and extremely reliable 3RU server gradechassis3RU chassis with redundant power supplies8TB storage with RAID 1 redundancy configuration *Additional storage upgradesare available.8GB RAM(2) HDSI / (4) IP Outputs(2) HDSI / IP Inputs250GB SSD for CASTUS OS24X DVD-RWINCLUDES 3 YEAR HARDWARE WARRANTY	1	\$24,995.00	\$24,995.00
2	CCS-SKEYS-ES	Castus	STREAM Keys 'Essential' Includes-4 RTMP Streaming Keys. Keys refresh after each useConnect your RTMP source(s) to a destination with one of four provided Keyswith CASTUS STREAM. Each STREAM Key can be used independently of oneanother.Keys are not to be used continually on a 24/7 basis.***Annual Subscription***	1	\$899.00	\$899.00
3	C4-EXT	Castus	CASTUS C4 Support, Maintenance and Updates ? Access to the CASTUS forum with rapid response times and forum accounts for up to 4 employees.? A dedicated email address (support@castus.tv) that automatically generates a support ticket and instantly notifies our team.? Access to a live CASTUS representative from 9am to 5pm PST.? 'Tech Support Connect' connection for a technician to log in and troubleshoot.? 2 scheduled training sessions annually (training@castus.tv) for new employees, or refresher courses for existing employees.Includes: ? 2 scheduled in-depth sessions annually (training@castus.tv) with a CASTUS technician.? Access to regular software updates***ANNUAL SUBSCRIPTION*** (Free for first year)	1	\$0.00	\$0.00

Biddeford Playback System Upgrade
Prepared for: City of Biddeford

Quote #229454 v 2

Aug 25, 2023

Project Components, Equipment, Systems

No.	Part #	Manufacturer	Description	Qty	Price	Ext. Price
First year of support - Free						
4	DD-DEC-2	Decimator Designs	DECIMATOR 2 3G/HD/SD-SDI to HDMI Converter with Built-In NTSC/PAL Downscaler & Analog Audio Outputs	2	\$425.00	\$850.00
5	RM-1731S	Lilliput	Lilliput RM-1731S 17.3" Pullout Rackmount 3G-SDI/HDMI Monitor Lilliput RM-1731S 17.3" Pullout Rackmount 3G-SDI/HDMI Monitor	1	\$1,099.00	\$1,099.00
Subtotal:						\$27,843.00

Installation, Commissioning, Materials, Time/Travel & Administrative

No.	Part #	Description	Qty	Price	Ext. Price
6	KCM-INT-MAT	Cable stock, connectors, converters, power extensions, misc hardware & materials,etc	1	\$388.00	\$388.00
7	KCMPS-201	Installation, wiring, terminations, configurations	1	\$1,640.00	\$1,640.00
8	KCM-T&E	Time and travel, mileage	1	\$378.00	\$378.00
9	KCM-TRAINING	Systems training & commissioning	1	\$780.00	\$780.00
10	KCM-ADMIN	Reports, site visits, office coordination, invoice, receiving	1	\$198.00	\$198.00
				Subtotal:	\$3,384.00

Account Notes

No.	Part #	Description	Qty	Price	Ext. Price
Payment Terms: NET 30 Days with a PO Required					

**Biddeford Playback System Upgrade
Prepared for: City of Biddeford**

Quote #229454 v 2

Aug 25, 2023

Scope of Work

Remove existing Leightronix System

Install and commission CASTUS

Connect new playback system to cable provider head-end equipment.

Label and dress all cables

Configure CASTUS settings

Test entire system

Test on-air live signal and Recording

Provide a 5 hr. block of basic intro training.

Biddeford Playback System Upgrade
Prepared for: City of Biddeford

Quote #229454 v 2

Aug 25, 2023

Key Code Total Care

30 Day Key Code Total Care Bronze

Thank you for choosing Key Code Media, this quote is covered under a 30-day remote support plan. The equipment is covered under manufacturing warranty and the labor is covered by Key Code Support.

Key Code support hosts its own secure remote access support system. This system is much like a TeamViewer remote access, with the exception that it's hosted by Key Code Media and sits behind our firewall. As part of Change Me and Key Code Media support agreement, we can install this lightweight utility on all purchased computers at the discretion of facility staff. This will allow a support engineer to log in and see what the operator is seeing in real time.

Service Expectations

This support proposal includes the following Service Level agreements:

1. Provide normal business hours support
 - a. Access to M-F 9am EST - 6pm PST support line
 - b. Includes emergency and non-emergency call for:
 - i. Software Issues and Version Upgrades
 - ii. Hardware support for purchased equipment
 - iii. Remote support
 - c. Major Holidays are not included in coverage
 - i. Christmas Day
 - ii. July 4th
 - iii. Thanksgiving +1
 - iv. New Year's Day
 - v. Memorial Day
 - vi. Labor Day
2. Contract Includes Costs for Mileage Associated with support visits
 - a. Does not include for Airfare, Hotel, Rental Car, or Per-Diem
 - b. Does not include Travel Costs associated with other quotes
 - c. All Non-Covered T&E will be invoiced at actual cost

Warranty Terms

The warranty begins upon completion of install and lasts for 30 days.

Support Contract Information

Service Hotline: 818-303-3980

Email Support: Support@keycodemedia.com (Email is monitored from 9a – 6p)

Call Back Response Time

9am – 6pm response time 5 – 30 minutes

Biddeford Playback System Upgrade
Prepared for: City of Biddeford

Quote #229454 v 2
Aug 25, 2023

Biddeford Playback System Upgrade

Prepared by:	Bill To:	Ship To:	Quote Information:
 Key Code Media, Inc. - New Hampshire Bryan Nadeau 917-819-1283 bnadeau@keycodemedia.com	City of Biddeford 205 Main Street Biddeford, ME 04005 Brian Phinney (207) 571-0032 Brian.Phinney@Biddefordmaine.org	City of Biddeford 205 Main Street Biddeford, ME 04005 Brian Phinney (207) 571-0032 Brian.Phinney@Biddefordmaine.org	Quote #: 229454 Version: 2 Delivery Date: 08/25/2023 Expiration Date: 09/01/2023 Terms:

Quote Summary

Description	Amount
Project Components, Equipment, Systems	\$27,843.00
Installation, Commissioning, Materials, Time/Travel & Administrative	\$3,384.00
Subtotal:	\$31,227.00
Shipping:	\$320.00
Total:	\$31,547.00

This Sales Quote ("SO") incorporates the Terms and Conditions found at <http://www.keycodemedia.com/terms/salesorder> ("T&C") and constitutes an offer or counter-offer, as applicable, by Key Code Media, Inc. or Burst Communications ("Seller"). This SO, including the T&C incorporated therein, shall become binding on the buyer listed herein ("Buyer") on the earliest of Buyer's: (i) acknowledgement hereof; or (ii) receipt of any goods and/or services ordered hereunder. No Buyer acknowledgement form, purchase order, or other document shall modify the SO or the T&C.

Key Code Media, Inc. - New Hampshire	City of Biddeford
Signature: _____	Signature: _____
Name: <u>Bryan Nadeau</u>	Name: <u>Brian Phinney</u>
Title: <u>Account Manager</u>	Date: _____
Date: <u>08/25/2023</u>	



TELVue CORPORATION
16000 HORIZON WAY, SUITE 100
MT. LAUREL, NJ 08054

Quote#: Q-015992
Quote Issued: 7/13/2023
Quote Expiration: 9/8/2023

TelVue Quotation – Confidential	TelVue Contact Information
Prepared for: STEVEN PULOS City Of Biddeford Maine Public Access Director spulos@live.com (207) 502-2435 Ship to address: 15 Columbus Way biddeford, ME 04005	Prepared by: Charles Paige TelVue Corporation Email: cpaige@telvue.com Phone: (800) 885-8886 x122 Fax: (856) 866-7411 Please use Fax No. to submit signed quote, or email orders@telvue.com

Special Terms
3 Years of TelVue Care included (1st is Free, 2 yrs additional service added), includes license fees for InfoVue players***NPO discounts included with Trade In *Prior to signing the quote in indication of your acceptance as a purchase order, please confirm the billing contact information and shipping information above. *If you have any questions please contact your TelVue contact (identified above).

Customer Acceptance
This quote is good for 30 days from date of issue or until any expiration date stated in the special terms field. By signing below, customer accepts quote as purchase order on the above terms: Printed Name: _____ Title: _____ Signature: _____ Date: _____

Thank you for your business. The following page contains a quote for TelVue products and services.



WE SHARE YOUR VISION™

TELVue CORPORATION
16000 HORIZON WAY, SUITE 100
MT. LAUREL, NJ 08054

Quote#: Q-015992
Quote Issued: 7/13/2023
Quote Expiration: 9/8/2023

Hardware								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
AIO Series								
1.00	HyperCaster AIO B2000-12+	All-in-One Digital Broadcast Video Server. 12 HD-SDI ports, 5 playback or encode I/Os standard, expandable to 8, MAX 8 Playback. SDI & IP Switching, Graphics, Scheduling & Automation. 2RU, Redundant Power, 11TB RAID6.	☒	\$34,950.00	15.00%	\$34,950.00	\$29,707.50	\$29,707.50
InfoVue								
3.00	InfoVue Standard	Standard InfoVue Digital Signage player, 1RU rack mount, 120GB SSD storage, HDMI output up to 1080p. InfoVue Service License required for access to cloud InfoVue CMS and Weather. Multi-user, Multi-zone, SD/HD, data feed integration.	☐	\$1,950.00	15.00%	\$1,950.00	\$1,657.50	\$4,972.50
Third Party								
5.00	LiveU Solo	LiveU Solo: HDMI and SDI Inputs, supports two (2) 3G/4G modems, ethernet 10/100 Mbps, internal battery, video preview screen, H.264/AAC, full HD, built-in WiFi./TPCL	☐	\$1,495.00		\$1,495.00	\$1,495.00	\$7,475.00
3.00	Black Magic - MINI-SDI-TO-ANALOG	Black Magic SDI to Analog Mini-Converter./TPCL	☐	\$325.00		\$325.00	\$325.00	\$975.00
1.00	Black Magic Smart Videohub 20x20 6G	Advanced 20 x 20 multi format SD, HD and Ultra HD SDI router with built in video monitoring, spin knob control, 6G-SDI technology./TPCL	☐	\$1,995.00		\$1,995.00	\$1,995.00	\$1,995.00
1.00	Black Magic - MULTIVIEW-4	Black Magic Multiview 4: 4 x 6G-SDI inputs with looped outputs, 1 x SDI and 1 x HDMI multiview outputs, supports SD, HD, Ultra HD 4K, DCI 4K, 2x2, 3x3, 4x4 multiview configurations./TPCL	☐	\$545.00		\$545.00	\$545.00	\$545.00



WE SHARE YOUR VISION™

TELVue CORPORATION
16000 HORIZON WAY, SUITE 100
MT. LAUREL, NJ 08054

Quote#: Q-015992
Quote Issued: 7/13/2023
Quote Expiration: 9/8/2023

Hardware								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
1.00	Black Magic - TERENCE PANEL	Black Magic Terenex Smart Panel: Front panel upgrade with full controls./TPCL	☐	\$89.00		\$85.00	\$85.00	\$85.00
2.00	Black Magic - TERENCE SHELF	Black Magic Terenex Shelf./TPCL	☐	\$115.00		\$115.00	\$115.00	\$230.00
3.00	Black Magic - MICRO-HDMI-TO-SDI	Black Magic HDMI to SDI Micro-converter./TPCL	☐	\$89.00		\$89.00	\$89.00	\$267.00
1.00	TOTEVISION VID MON	ToteVision 19" Rackmount HD Video Monitor with HDMI / ATSC / QAM Tuner./TPCL	☐	\$575.00		\$575.00	\$575.00	\$575.00
1.00	MISC-CBL	Misc. Cables / Connectors / Parts./TPCL	☐	\$0.00		\$250.00	\$250.00	\$250.00
InfoVue								
3.00	InfoVue Stick 4K	Ultra small Android "Stick" InfoVue Digital Signage Player, HDMI up to 4K@60fps, WiFi, Ethernet, HDMI-CEC, 16GB storage (expandable via microSD). InfoVue Service Licensing is required for access to cloud InfoVue CMS and Weather.	☐	\$995.00	15.00%	\$995.00	\$845.75	\$2,537.25
								\$49,614.25

Software								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
HyperCaster Optional Items								
1.00	HyperCaster Archiving	HyperCaster Archiving Module enables integration with any standard NAS running SMB or FTP for advanced archiving workflow. Scheduled archived content will automatically be retrieved to server for payout.	☒	\$2,000.00	20.00%	\$2,000.00	\$1,600.00	\$1,600.00
1.00	HyperCaster IP Capture	IP Capture Option - Capture HD/SD IP streams on schedule or manually and store as a file for playback or transfer to another device. MPEG-2 TS unicast/multicast/SSM, RTMP, HLS (single rate). Max 2 Captures on B100 and 4 Captures on B1000.	☒	\$1,500.00	20.00%	\$1,500.00	\$1,200.00	\$1,200.00



WE SHARE YOUR VISION™

TELVue CORPORATION
16000 HORIZON WAY, SUITE 100
MT. LAUREL, NJ 08054

Quote#: Q-015992
Quote Issued: 7/13/2023
Quote Expiration: 9/8/2023

Software								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
AIO Series								
3.00	Loudness Pro	Professional, real-time Loudness Control plugin for ProVue and AIO channels. Pro Broadcast and Streaming presets including CALM. Industry leading audio processing engine from Linear Acoustic.	☒	\$995.00	20.00%	\$995.00	\$796.00	\$2,388.00
HyperCaster Optional Items								
1.00	STD-SW-CTRL	Option - Switcher Control Software, Supported Switcher	☒	\$500.00	100.00%	\$500.00	\$0.00	\$0.00
3.00	AIO-Streaming-Enc	Streaming output license for AIO channel. H.264 HD/SD, AAC audio. RTMP, HLS with Adaptive Bit Rate. Up to 5 simultaneous destinations, control manually or via Streaming Automation Rules. Supports CloudCast, Social Media, CDNs and more.	☒	\$2,495.00	20.00%	\$2,495.00	\$1,996.00	\$5,988.00
3.00	SmartCaption LIVE	SmartCaption™ LIVE channel license for real-time live closed captioning for HyperCaster AIO, ProVue, B100-SDI/ANA models. Includes 100 hours captioning. Requires base Connect CMS account and captioning minutes.	☒	\$1,950.00	15.00%	\$1,950.00	\$1,657.50	\$4,972.50
								\$16,148.50

Cloud Services								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
Connect								
1.00	Connect - CMS	Includes Uploads, 100GB storage, 10 users. Access to MediaExchange (syndicate and license), APIs. Billed Annually./TPCL	☐	\$1,200.00	15.00%	\$1,200.00	\$1,020.00	\$1,020.00
CloudCast								
1.00	Connect - ABR 3 Rate VOD Transcoding	Video-On-Demand (VOD) 3 rate adaptive bit rate (ABR), 720p max. Billed Annually./TPCL	☐	\$600.00	15.00%	\$600.00	\$510.00	\$510.00
Connect								



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Cloud Services								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
1.00	Connect - CloudCast/Streaming Workflow	Requires Basic Connect CMS. Adds SBR VOD preset, 1 VOD Player. 250GB/mo transcoding processing, 250GB CDN/month, additional 250GB storage. Includes Live Streaming. Billed Annually./TPCL	☐	\$1,800.00	15.00%	\$1,800.00	\$1,530.00	\$1,530.00
1.00	Connect - HD Transcoding	TelVue Connect™ Cloud-based HD MPEG2 & H.264 Transcoding, Per Year. Includes 50GB per month. \$5/GB additional transcoding./TPCL	☐	\$1,200.00	100.00%	\$1,200.00	\$0.00	\$0.00
1.00	Connect - Media Exchange	Single User. 25GB. MPEG-2 PS SD only. No uploads. No Broadcast Servers. No Channels. Manual Download Only. No API./TPCL	☐	\$0.00		\$0.00	\$0.00	\$0.00
1.00	Connect - SmartCaption Editor	SmartCaption™ Closed Captioning Editor for TelVue Connect™. Fast and easy editing of auto generated or uploaded captions. Billed Annually. Requires Basic Connect CMS./TPCL	☐	\$1,000.00	10.00%	\$1,000.00	\$900.00	\$900.00
1.00	Connect - SmartCaption - 1000 Hrs	SmartCaption 1000 hours of automatic captioning for Connect Broadcast/MX, CloudCast Streaming/OTT, and HyperCaster/ProVue Live & Offline workflows. Export as WebVTT, edit with optional SmartCaption Editor./TPCL	☐	\$4,000.00		\$4,000.00	\$4,000.00	\$4,000.00
								\$7,960.00

Optional Development							
Qty.	Item Name	Description	TC Elig.	List Price	Sales Price	Unit Net Price	Ext. Net Price
HyperCaster Optional Items							
1.00	CUSTOM-SW	Transfer legacy content to new HyperCaster, meta data transfered with supplied .csv or database	☐	\$0.00	\$500.00	\$500.00	\$500.00
							\$500.00



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Other							
Qty.	Item Name	Description	TC Elig.	List Price	Sales Price	Unit Net Price	Ext. Net Price
1.00	Trade-In Credit	Credit For Trade-in Equipment./TPCL	☐	\$0.00	\$-3,000.00	\$-3,000.00	\$-3,000.00
							\$-3,000.00

Shipping & Handling							
Qty.	Item Name	Description	TC Elig.	List Price	Sales Price	Unit Net Price	Ext. Net Price
AIO Series							
1.00	HyperCaster AIO B2000 Shipping	Shipping charge for HyperCaster-AIO B2000./TPCL	☐	\$250.00	\$250.00	\$250.00	\$250.00
InfoVue							
3.00	InfoVue Ship	InfoVue Shipping./TPCL	☐	\$50.00	\$50.00	\$50.00	\$150.00
Third Party							
1.00	MISC-SHIP	Shipping Charge - Miscellaneous./TPCL	☐	\$0.00	\$250.00	\$250.00	\$250.00
Sub-total							\$650.00

Installation and Training Services								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
Support								
2.00	Installation and Training Services	Daily Installation Rate. Travel & Living Expenses are additional./TPCL	☐	\$1,500.00	10.00%	\$1,500.00	\$1,350.00	\$2,700.00
Sub-total								\$2,700.00

General Services								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
Cloud Svcs								
6.00	InfoVue Service License	InfoVue Service License - Includes extended hardware warranty, email and phone support, software upgrades and access to cloud-based InfoVue signage application. Ongoing InfoVue Service Licensing is required for access to the InfoVue services.	☐	\$495.00	20.00%	\$495.00	\$396.00	\$2,376.00
Support								



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General Services								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
1.00	TELVue-CARE	3 years of TelVue Care Includes InfoVue annual license-- warranties TelVue hardware and provides on-going access to on-line software upgrades and basic application feature enhancements.	☐	\$0.00	100.00%	\$14,139.00	\$0.00	\$0.00

Sub-total \$2,376.00

Grand Total \$76,948.75

A finance / late fee of 1% per month will be added to an unpaid balance each month thereafter. Purchases of equipment outside of the United States require advance payment or letter of credit.

Net 30 Days. 2% cash/1% net 15. Credit cards are accepted.



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Noted Service Options:

TelVue Care™ is quoted as 15% of the value at sale of TelVue Care™ eligible equipment for year 2 coverage, declining (straight line) to 7.5% in the 5th year coverage if prepaid.

Year 2 TelVue Care™: 0.00

Year 3 TelVue Care™: 0.00

Year 4 TelVue Care™: 0.00

Year 5 TelVue Care™: 0.00



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Customer agrees that these Terms and Conditions may in some instances conflict with some of the terms and conditions affixed to the purchase order or procurement document issued by the Customer. In that case, the Terms and Conditions contained herein shall govern and acceptance of Customer's order is expressly conditioned upon Customer's acceptance of these Terms and Conditions whether the Customer accepts the Terms and Conditions by written acknowledgment, implication, or acceptance and payment of Products or Services purchased. TELVue's failure to object to provisions contained in any communication from Customer to the contrary shall not be deemed a waiver of the provisions of these Terms and Conditions. TELVue will use commercially reasonable efforts to ship Products to Customer's address listed on the TELVue Quote Form, and to provide Services to Customer's authorized users in accordance with the scheduled date specified by TELVue. Customer acknowledges and agrees that delivery schedules are subject to change. TELVue will notify Customer of any anticipated delay of thirty (30) or more days in delivery of the Products or Services purchased. Products are delivered F.O.B. TELVue shipping point. Customer shall pay all shipping charges, including without limitation, transportation charges and insurance premiums, and shall be responsible for all taxes, duties and other government assessments. Customer shall pay TELVue for any product or service fee (collectively, "FEES") set forth on TELVue's Quote Form. Payment shall be made in U.S. dollars in the U.S. where Customer has established credit, and the terms of payment will be "NET 30" -- thirty (30) days from invoice date unless otherwise indicated on the invoice. Any FEES not paid by Customer when due shall bear interest until paid at a rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or the maximum rate permitted by law, whichever is less. Customer shall be responsible for the costs, including without limitation, attorneys' fees and court costs, incurred by TELVue in connection with TELVue's collection of any past-due FEES. Customer shall bear and be solely responsible for the payment of all taxes levied or assessed in connection with the Products and Services, if any, including without limitation, all sales, use, rental receipt, personal property, import and monthly or other taxes (but excluding taxes based solely upon TELVue's income). In addition to any other remedy available to it, TELVue may suspend or terminate the Services, in whole or in part, upon Customer's failure to timely pay the FEES without incurring any liability to Customer or others associated with Customer. 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TELVue warrants to Customer that the Products or Services offered by TELVue pursuant to these Terms and Conditions shall conform to the specifications for such Products or Services mutually agreed to by the parties in writing at the time of shipment. The warranty period for hardware-based Products shall be twelve (12) months from the date of shipment. Customer's sole remedy for breach of the foregoing warranties shall be limited to Product replacement, or if replacement is inadequate, or in TELVue's sole discretion impractical, to refund the purchase price. TELVue PROVIDES THE PRODUCTS AND SERVICES "AS IS" AND MAKES NO WARRANTY THAT THE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES TELVue MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE PRODUCTS OR SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE PRODUCTS OR SERVICES. 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TelVue Hardware Warranty and TelVue Care Extended Warranty Terms and Conditions - TelVue Corporation (TelVue) will at its option, either repair, replace or upgrade software and/or firmware on any product manufactured by TelVue which proves to be defective in materials or workmanship or fails to meet the specifications which are in effect on the date of shipment or such other specifications as may have been expressly agreed upon in writing for a period of one (1) year from the date of original purchase. With optional TelVue Care, the equipment owner can extend these terms for up to four additional years. Certain products



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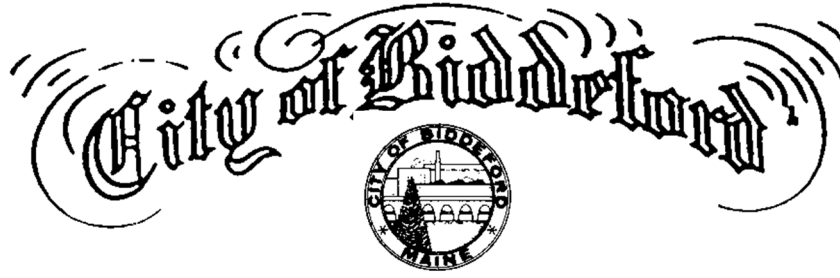
that are not manufactured but are resold by TelVue will carry the original OEM warranty for that product. In the case of a failure, the customer will be responsible for round trip shipping costs to TelVue and up to a \$500 maximum factory repair service deductible. This warranty does not cover damage resulting from (i) use or installation other than in strict accordance with manufacturer's written instructions, (ii) disassembly or repair by someone other than the manufacturer or a manufacturer-authorized repair center, (iii) misuse, misapplication or abuse, (iv) alteration, (v) lack of reasonable care or (vi) acts of God. A \$500 reactivation fee will apply to a lapsed warranty for TelVue Care on equipment. TelVue Care is not transferrable without written permission from TelVue.

If any provision of these Terms and Conditions is held unenforceable by a court of competent jurisdiction, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms and Conditions shall otherwise remain in full force and effect and enforceable. These Terms and Conditions shall be governed by and construed under the laws of the State of New Jersey and the United States without regard to the conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. The parties agree that venue for any action of any kind shall be Burlington County, New Jersey. Any waiver or amendment to these Terms and Conditions shall be effective only if made in writing and signed by a representative of the respective parties, authorized to bind the parties. The prevailing party in any action to enforce these Terms and Conditions shall be entitled to recover costs and expenses, including, without limitation, attorneys' fees. Notices given under these Terms and Conditions shall be in writing and considered to be received upon the earlier of actual receipt or five (5) days after mailing if mailed postage prepaid by regular mail, or one (1) day after such notice is sent by major commercial rapid delivery courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

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<http://www.telvue.com/wp-content/uploads/InfoVue-End-User-Licensing-Terms-and-Conditions-2015-5-4.pdf>

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2023.106 **IN BOARD OF CITY COUNCIL... SEPTEMBER 5, 2023**
BE IT ORDAINED, by the Biddeford City Council to amend the Biddeford Code of Ordinances at Part II, Chapter 46-Parks, Sec. 46-5 City parks, beaches and athletic fields by adding or ~~deleting~~ text as follows:

Name	Assessor's Map and Lot Numbers
Biddeford Pool Bath House/Gilbert Boucher Park Gilbert Place	GIS 59-107
Biddeford Pool Mini-Park 0 Lest B. Orcutt Blvd.	GIS 59-117
Cannon Plaza 59 South Street	GIS 39-201
Canopy Park 65 Bacon Street	GIS 39-129
City Square Park 58 Lincoln Street	GIS 38-132
Clifford Park 130 Pool Street	GIS 39-334, Parcels 8-1 and 8-3-1
Doran Field 314 South Street	GIS 32-4
F.O.A.V. Court Park 2 FOAV Court	GIS 39-137
Fortunes Rocks Beach	
J. Richard Martin Community Center Playground 189 Alfred Street	GIS 34-228
Liberty Park 2 Water Street	GIS 41-129
Pierson's Lane Community Park 40 Pierson's Lane	GIS 39-116
	GIS 30-117
Mechanics Park 3 Main Street	GIS 41-1
Memorial Park 130 May Street	GIS 27-34
Middle Beach	
Park in the Pines 194 Hills Beach Road	GIS 55-51
River Walk Plaza/River Walk Phase 2 2 Main Street	GIS 71-11
Rotary Park 550 Main Street	GIS 32-2
St. Louis Field	GIS 28-270
Shevenell Park 149 Main Street	GIS 38-372
Veteran's Memorial Park 2 Pool Street	GIS 38-419
Vines Landing End of Lester B. Orcutt Boulevard	GIS 59-117
Washington Street School Park 75 Washington Street	GIS 38-312-1
Williams Court Park South Street and Green Street	GIS 38-183, 182, 169-1
<u>315 Main Street</u>	<u>GIS 38-144</u>

Attest by: _____



City Council

Meeting Date: September 5, 2023

Meeting Time: 6:00 PM

Agenda Item No: 9.f.

Item Description: 2023.106 Amendment/Sec 46-5 City Parks, Beaches, and Athletic Fields – add 315 Main St

Submitted by: Brian S. Phinney, COO

Supporting Information/Documentation:

Order 2023.106

Locus Map – 315 Main St

Biddeford Adopt-a-Park Request

Key Terms:

N/A

Executive Summary:

Action on this item would add the current green space at 315 Main Street to the list of parks codified under Sec 46-5 of the Biddeford Code of Ordinances.

Detailed Review:

Biddeford Adopt-a-Park submitted a request for the City Council to consider adding the green space at 315 Main Street to the formal list of parks. As 315 Main Street is currently listed as city property the measure is symbolic to some extent until such time as the Council appropriates funds for any park redesign, improvements, or maintenance. The Public Works Department does not currently maintain this green space.

The green space is located at a very prominent location within the community. There have been improvements to the green space over the years with varying results. It does make sense to consider developing a formal plan for design and upkeep given the prominence of the parcel and the considerable investment in Main Street improvements.

Staff supports the proposal in concept with the understanding that right, title, and interest should be confirmed and, if there is a desire to proceed, that the FY25 budget process will need to include a resource allocation for the green space.

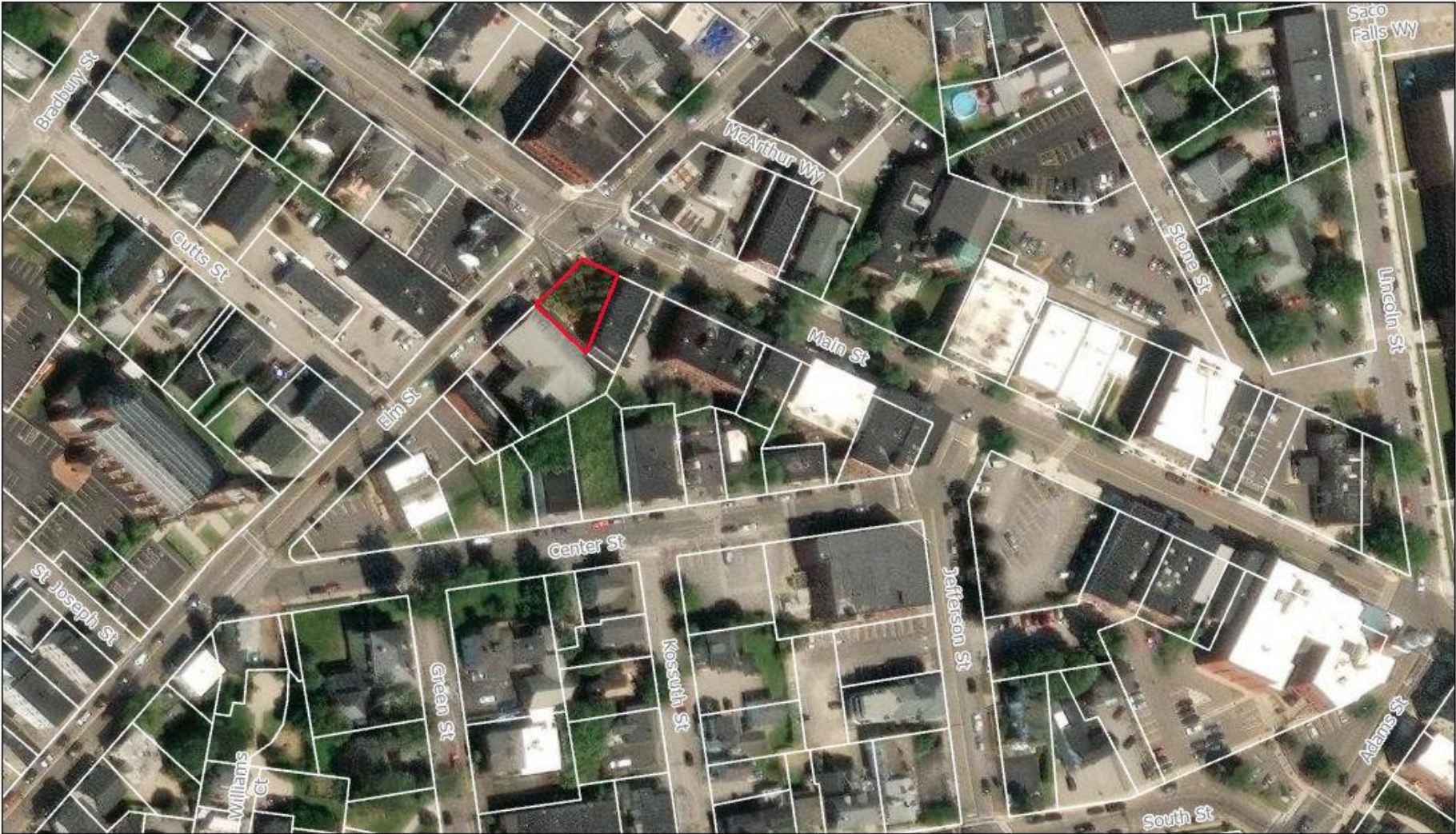
Funding Source:

N/A]

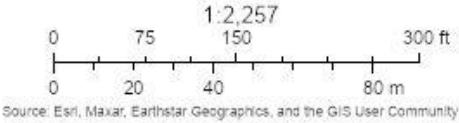
Staff Recommendation:

Staff recommends tabling this item until the right, title, and interest is confirmed. Upon confirmation adoption could proceed if desired.

Locus Map - 315 Main Street



August 31, 2023



Data and scale shown on this map are provided for planning and informational
Powered by Esri Technology

Phinney, Brian

Subject: FW: Status of 315 Main St green space

From: Mirlea Saks <mirlea.saks@gmail.com>

Sent: Tuesday, August 8, 2023 1:37 PM

To: Demers, Jeff <Jeff.Demers@Biddefordmaine.org>; Thompson, Lisa <Lisa.Thompson@biddefordmaine.org>; Bennett, James <James.Bennett@Biddefordmaine.org>; Phinney, Brian <Brian.Phinney@Biddefordmaine.org>; Galbraith, David <David.Galbraith@biddefordmaine.org>

Cc: holly culloton <holly.mhcg@gmail.com>; joan BROOKS <jobrooks189@hotmail.com>

Subject: Status of 315 Main St green space

EXTERNAL: This email originated from outside of the City of Biddeford email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good day,

We, members of Biddeford's Adopt-a-Park committee, would like to petition the City to please formalise the status of the green space at 315 Main Street, as a city park. We're aware that the City owns the property, but it has apparently never officially received formal park status.

For many years this treed corner has been tended and beautified by AAP volunteers. Public Works provides basic services such as trash removal, weed whacking the groundcover and watering the three concrete planters, but any further involvement by this department is somewhat limited as it isn't really a city park!

This lack of status can cause confusion. For example, recently, Public Works passed on a water bill to the AAP for this area *even though our organization has no city funding*. (The payment of this has since been resolved.)

This strategically-placed space is one of the main entry points to Main Street and the downtown. As such, we'd like to see this important corner continue to be beautified and maintained to its full potential but for that we need some clarity about the City's future plans for this corner.

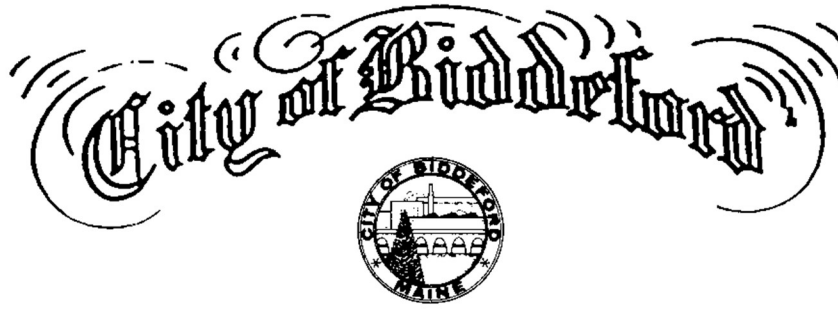
Please consider adding 315 Main Street to our portfolio of 12 city parks. Your formal recognition will make a positive difference and would surely reinforce Biddeford's reputation as a burgeoning, happening little city.

Thank you,

Holly Culloton,
Joan Brooks
Mirlea Saks

Biddeford Adopt-a-Park





2023.107

IN BOARD OF CITY COUNCIL... September 5, 2023

Affordable Housing/Inclusionary Zoning (IZ Emergency Moratorium Extension

WHEREAS, the Biddeford City Council, on April 4, 2023, approved an Inclusionary Zoning Emergency Order Number 2023.25; and

WHEREAS, the Biddeford City Council, on June 20, 2023, approved a sixty (60) day time extension to the Inclusionary Zoning Emergency Order Number 2023.25.b; and

WHEREAS, the fundamental conditions warranting the original moratorium remain a concern for the community; and

WHEREAS, the Biddeford Planning Board's public process for developing recommendations has involved two public meetings; and

WHEREAS, the public process is vital to developing a functional IZ ordinance and an additional meeting is needed to finalize a recommendation for City Council consideration;

NOW, THEREFORE, BE IT ORDERED that the Inclusionary Zoning Emergency Moratorium shall be extended by an additional sixty (60) days to allow time for the Planning Board to prepare recommendations on Inclusionary Zoning and related regulations.

Attest

Robin Patterson, City Clerk



City Council

Meeting Date: September 5, 2023

Meeting Time: 6:00 PM

Agenda Item No: 9.g

Item Description: 2023.107 Approval/Inclusionary Zoning Emergency Ordinance Moratorium Time Extension

Submitted by: James Bennett, City Manager

Supporting Information/Documentation:

- See Mayor's Affordable Housing Task Force Final Report dated December, 2021
- June 20, 2023 Emergency Order sixty (60) day time extension

Key Terms:

Affordable Housing/Inclusionary Zoning (IZ)/Moratorium

Executive Summary:

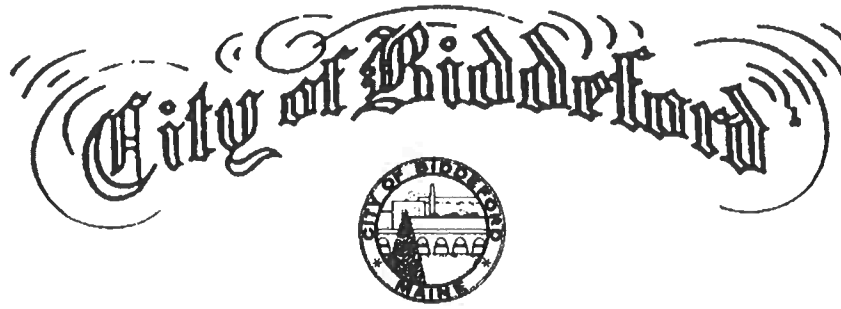
Order to extend by sixty (60) days the Affordable Housing/Inclusionary Zoning Moratorium approved by the City Council at the April 4, 2023 meeting and extended by sixty (60) days at the June 20, 2023 City Council meeting by Order 2023.25.b.

Detailed Review:

The lack of affordable housing is imminent and causing significant hardships to the residents of Biddeford. New ordinances, regulations and rules are necessary to facilitate and encourage new residential developments with ten or more units to include affordable housing as part of new development. Passing this moratorium time extension will allow City Staff additional time to finalize proposed ordinances to address the need for affordable housing to be included in new residential projects. During this process, all stakeholders will have an opportunity to give input. This moratorium will prevent a flood of new applications seeking to avoid any new requirements, while the City establishes new ordinances, rules and regulations.

Funding Source: N/A

Staff Recommendation: Staff recommends that the Council pass this Order to extend by sixty (60) days to allow staff additional time to work with the Planning Board to finalize new IZ ordinances, rules and related regulations.



2023.25.b

IN BOARD OF CITY COUNCIL... June 20, 2023

WHEREAS, the Biddeford City Council has received the Report of the Mayor's Affordable Housing Task Force;

WHEREAS, that report identified that long term residents of the City, most especially long term renters, "... are more likely to pay a greater percentage of their monthly income today than they did when they started renting..." and over fifty percent (50%) of all full time Biddeford residents are renters;

WHEREAS, the market rents continue to increase at a rate in Biddeford that exceeds cost of living and inflation, and the history and unique character of Biddeford includes a mix of residents with a range of income levels;

WHEREAS, the current increase in housing costs, particularly among renters is a hardship for the residents of the City of Biddeford and the Biddeford City Council recognizes and finds that there is currently a lack of affordable housing within the City of Biddeford, and the lack of affordable housing is detrimental to the health, safety and welfare of the inhabitants of the City of Biddeford and said lack of affordable housing constitutes an emergency as set forth in the Charter of the City of Biddeford, Article III, § 8.

WHEREAS, the Mayor's Affordable Housing Task Force has recommended that the City adopt an Inclusionary Zoning Ordinance and Inclusionary Zoning Regulations which may include multiple approaches;

WHEREAS, the City's current land use ordinance, regulations and existing comprehensive plan are inadequate to prevent serious public harm, namely the continuance of residential development without requiring affordable housing units;

WHEREAS, the City Council desires to have reasonable time to allow the public to provide input and feedback into any proposed Inclusionary Zoning Regulations and it is expected that several new residential projects may start initial approval process in order to avoid any new Inclusionary Zoning Regulations;

WHEREAS, based upon a finding that the current lack of affordable housing constitutes an emergency and the City of Biddeford current ordinances, land use regulations and existing comprehensive plan are inadequate to address the lack of affordable housing, pursuant to 30-A M.R.S. § 4356, a moratorium on new residential projects with ten (10) or more units is necessary to address existing land use ordinance, rules and regulations and adopt new land use ordinances, rules and regulations;

WHEREAS, the Biddeford City Council desires to make certain that any new project exceeding ten (10) or more new residential units be subject to any new Inclusionary Zoning ordinances, rules and/or regulations that may be adopted;

WHEREAS, the Biddeford City Council appreciates the financial impact that a moratorium has on potential project(s) and the Biddeford City Council desires to balance the impacts of a moratorium;

NOW, THEREFORE, IT IS HEREBY ORDERED that an emergency moratorium on any new residential project with ten (10) or more units shall be effective immediately to ensure that any proposed residential project of ten (10) or more new units shall be subject to Inclusionary Zoning Ordinances, Rules and Regulations to be adopted by the Biddeford City Council by July 7, 2023 and extended by sixty (60) days;

BE IT FURTHER ORDERED, that any new proposed residential projects of ten (10) or more units may, at their discretion, submit a completed application during the moratorium period, subject to, the full understanding and recognition that any such application(s) shall not be approved until the end of the moratorium and further understanding that any such application(s) shall be governed by any Inclusionary Zoning Ordinances, Rules and/or Regulations duly adopted by the City of Biddeford prior to end of the moratorium.

BE IT FINALLY ORDERED, that City staff is allowed to accept, review and consider new completed application(s) for any proposed residential projects of ten (10) or more residential units during said moratorium with the full understanding that any said project(s) shall not be approved until this order has expired;

***NOTE**

This is an Emergency Order pursuant to the City Charter, Art. III, §8. Upon a favorable vote and two-thirds (2/3) of the members present and voting. This Order shall be in full force and effective as of March 31, 2023.

Motion by Councilor Ortiz, seconded by Councilor Lessard to pass the order.

Motion by Councilor Schlaver, seconded by Grohman to amend the motion as follows:

No moratorium but encourage affordable housing by any projects with ten (10) or more units which include ten (10) % of the units with affordability restrictions at 80% Area Median Income for fifteen (15) years.

Vote on Amendment

1/8 Motion Fails (Councilor Emhiser in Favor, remainder opposed)

Motion by Councilor LaFountain, seconded by Mills to amend the motion as follows:

Moratorium is established for 120 days. Exceptions from the moratorium for any projects with ten (10) or more units which include ten (10) % of the units with affordability restrictions at 80% Area Median Income for fifty (50) years.

Vote on Amendment

6/3 Motion passes (Councilors Emhiser, Whiting, Grohman, Mills, LaFountain, and Ortiz in Favor, Councilors Belanger, Schlaver & Lessard against)

Motion by Councilor Belanger, seconded by Mills

Extend moratorium for 120 days, if anyone puts in an application during this time period will not be bound by any change made after the 120 days.

Vote on Amendment

5/4 Motion passes (Councilors Belanger, Emhiser, Whiting, Mills, Schlaver in Favor, Councilors Grohman, LaFountain, Ortiz & Lessard against)

Vote for Original Order

7/2 Motion Passed (Councilors Emhiser, Whiting, Grohman, Mills, Schlaver, LaFountain & Ortiz for, Councilors Belanger & Lessard against)

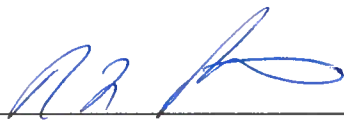
6-20-2023

Motion: Councilor Mills

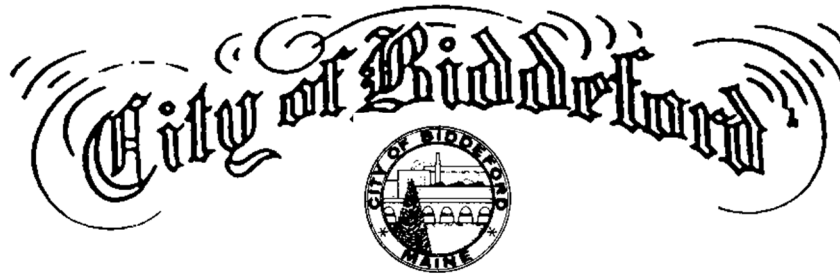
Second: Councilor Belanger

Vote: 1 nay – Councilor Schlaver; 8 yeas - Councilors Belanger, Lessard, Ortiz, Emhiser, Whiting, Grohman, Mills, and LaFountain.

Attest



Robin Patterson, City Clerk



2023.108 **IN BOARD OF CITY COUNCIL... SEPTEMBER 5, 2023**
BE IT ORDAINED by the City Council of Biddeford, Maine to amend the Code of Ordinances of the City of Biddeford at Part III (Land Development Regulations) Article XIII (Amendments), § 3 (Contract and Conditional Zoning) by adding or ~~deleting~~ text as follows:

Contract Zone #22 Homestead by the River, 608-610 New County Road (Tax Map 6, Lot 32, Block 2); and

BE IT FURTHER ORDAINED by the City Council of Biddeford, Maine that Contract Zone #22, as recommended by the Planning Board on August 16, 2023, be adopted, and that said Contract Zone be considered an amendment to the Zoning Ordinance and the Official Zoning Map of the City of Biddeford, and

BE IT ORDERED, that the City Manager be authorized to sign and execute an Agreement between the City of Biddeford and Homestead by the River and its owners to establish said Contract Zone #22 in a form materially consistent with the draft Contract Zone #22 Agreement.

Attest by: _____



City Council

Meeting Date: September 5, 2023

Meeting Time: 6:00pm

Agenda Item No: 9.h.

Item Description: 2023.108 Approval/Contract Zone #22, 608-610 New County Road

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

Supporting Information/Documentation:

Order 2023.108

Attachment A – Site Concept Plan – Homestead by the River

Application - Contract Zone request two page narrative, submitted by business partners Bryce Avallone and Peter Valcourt, including aerial photo of property.

Diagram 1 - Zoning Map with Subject property highlighted

Diagram 2 - Aerial photo illustrating proposed barn and parking areas

Diagram 3 - Image of 42' x 48' post and beam barn

Diagram 4 – Saco River Corridor Commission (SRCC) Overlay

Reference - John R Braley III Contract Zone #22 Opposition Letter

Key Terms:

N/A

Executive Summary:

The Applicants are seeking to construct a wedding barn / event center for the Homestead By The River family campground, which is located at 608-610 New County Road (Property ID# Map 6, Lot 35, Sub-lot 2). The subject property is 29.47-acres in area and is located within the Rural Farm (RF) zoning district and shoreland zoning overlay district. The City's Table of Land Uses, does not list Event Centers, Wedding Barns, or similar uses as being permitted in any of the City's zoning districts, nor does it include any specific performance standards for this type of Use. Of the options available to the Applicants they have requested a Contract Zone in order to move forward with the wedding barn / event center.

Detailed Review:

In late April 2023 the City's Code Office and Planning Department were contacted by business partners Bryce Avallone and Peter Valcourt who have a purchase and sale agreement (P&S) for the "Homestead By The River" family campground, which is located at 608-610 New County Road (Property ID# Map 6, Lot 35, Sub-lot 2). The subject property is 29.47-acres in area and is located within the Rural Farm (RF) zoning district and shoreland zoning overlay district. The property is currently being utilized as a campground and the applicants are seeking to construct a new 44' x 72' (3,168 sq. ft.) event barn for the use of the camping clients but also to be opened to the public for weddings, parties and similar "event center" type uses, during the summer and fall months. During the property's

off-season the applicants would also be seeking approval for winter storage of recreational vehicles (RVs) within the proposed barn.

Article V, Establishment of Zones of the City's Land Use Ordinance (Zoning Ordinance), Table A - Table of Land Uses, does not include Event centers, Wedding Barns, or similar uses as Permitted or Conditional Uses. The closest defined Use in Table A is "restaurants" which are allowed in the Rural Farm (RF) zoning district as a Conditional Use. Therefore, the proposed Use is not allowed within any of the City's zoning districts nor have any specific performance standards for this type of Use been adopted. As such, the Applicants are seeking approval of Contract Zone #22 which would allow the wedding barn / event center Use on the property.

On June 20, 2023 the City Council forwarded the Contract Zone (CZ) request to the Planning Board for the development of Contract Zone language for the proposal and also review the associated development plans. The Planning Board discussed this matter at their July 26, 2023 meeting and again at their August 16, 2023 meetings. Opinions on the proposed Use by the Planning Board were varied but the dissenting opinions raised concerns about the Use and the close proximity of the Saco River, the noise dust, lighting and other negative impacts to neighbor/s. The recently adopted 2023 Comprehensive Plan does not specifically discuss event centers or wedding barn type uses within the document. The Comprehensive Plan does classify land located within the Rural Farm (RF) district as "limited growth" areas. The votes in favor of sending a favorable recommendation to the Council believed that the Use was compatible to the Rural Farm Zoning District and that any concerns raised can be handled during the Site Plan review process.

Funding Source:

Applications for Contract Zones require a \$75 dollar non-refundable preliminary application fee and a \$1,300 charge for Contract Zone language development. Both of these fees have been collected. There are no known direct city expenses associated with the CZ.

Planning Board Recommendation:

Following deliberations on the proposed Contract Zone, a motion was taken to send the proposed Council Order to the City Council with a recommendation for approval. The initial vote was taken and it was a split vote with Mr. Angers and Ms. Deschambault voting in the affirmative and Ms. Plotkin and Mr. Tarpey voting in the negative. Chairman Patoine broke the tie vote and voted to send a positive recommendation to the City Council to adopt the Contract Zone #22 as written. As the Council is aware, a proposal of this nature will require Site Plan review and approval by the Planning Board if Contract Zone #22 is approved.

DRAFT

CONTRACT ZONE AGREEMENT # 22
HOMESTEAD BY THE RIVER
608-610 New County Road (PID# Map 6, Lot 35-2)
Wedding Barn - Event Center

DRAFT

AGREEMENT made as of ____ day of _____, 2023, by and between Bryce Avallone and Peter Valcourt DBA Homestead by the River, a Maine limited liability company hereinafter called (Homestead) and THE CITY OF BIDDEFORD, a body politic and corporate located in Biddeford, Maine (hereinafter called The City or Biddeford). WHEREAS, Homestead is under contract to purchase certain real estate situated at 608-610 New County Road in Biddeford, which property is currently designated as Tax Map 6, Lot 35-2, and contains approximately 29.47-acres and is located within the City's Rural Farm (RF) zoning district.

WHEREAS, Homestead desires to continue utilizing the property, in its existing condition / configuration as a campground as regulated under the City's Code of Ordinances, Part III - Land Development Regulations; Article VI - Performance Standards; Section 13 Campgrounds and Tents and Grounds, as amended. Homestead is also proposing the construction of an event barn approximately 44 x 72 (3,168 square feet) for the use of the camping clients, but also to be opened to the public for weddings, parties, and similar event center type uses, during the summer and fall months.

WHEREAS, During the property's off-season the applicants would also be seeking approval for winter storage of recreational vehicles (RVs) within the proposed barn and the possible construction of a pole barn also for storage of recreational vehicles.

WHEREAS, Homestead has applied for and obtained approval to re-zone the Property pursuant to the Contract Zoning provisions of the Zoning Ordinance of the City of Biddeford to create Contract Zone 22; and

WHEREAS, the parties are entering into this Agreement to provide written contractual evidence of the agreement of the parties and the terms and conditions of the Contract Zone.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth and in consideration of the granting of the zoning ordinance change, the parties agree as follows:

1. Development of the Property. Homestead agrees that it shall use its best efforts develop the Property in accordance with the following provisions and conditions:
 - a) Homestead shall file a complete application for Site Plan review, by the Planning Board, within six (6) months from the date of execution of this Contract Zone Agreement.
 - b) The Campground shall comply with the City's Code of Ordinances, Part III - Land Development Regulations; Article VI - Performance Standards; Section 13 Campgrounds and Tents and Grounds, as amended by the City Council.
 - c) The Site Plan Application shall comply with the City's Code of Ordinances, Part III - Land Development Regulations; Article XI Site Plan Review, Article XII Floodplain Management Ordinance, and Article XIV Shoreland Zoning Ordinance.
2. During the Planning Board review process, the Board may attach such conditions, in addition to those required elsewhere in the City's Land Use Code, which would mitigate any adverse effects on adjoining or neighboring properties, which might otherwise result from the proposed use. These conditions may include, but are not limited to, specifications for:
 - a. Type of vegetation;
 - b. Increased setbacks and yards;
 - c. Specified sewage disposal and water supply facilities;

CONTRACT ZONE AGREEMENT # 22
HOMESTEAD BY THE RIVER
608-610 New County Road (PID# Map 6, Lot 35-2)
Wedding Barn - Event Center

- d. Landscaping and planting screens;
 - e. Periods of operation;
 - f. Operational controls;
 - g. Professional inspection and maintenance;
 - h. Sureties;
 - i. Deed restrictions;
 - j. Locations of piers, docks, parking and signs;
 - k. Type of construction; or
 - l. Any other conditions, restrictions, or safeguards that would uphold the spirit and intent of this ordinance or further review by the Biddeford Planning Board.
3. The submitted Site Plan Application shall substantially comply with Homestead by the River Site Concept Plan (Attachment A), prepared by Acorn Engineering, LLC, of Portland Maine, dated August 23, 2023.
4. Notwithstanding the provisions of City of Biddeford's Zoning Ordinance, as may be amended from time to time, Homestead, its successor and assigns, are hereby permitted to develop within Property the above described and referenced project consisting of the continued use of the property as an approved campground and the construction of a new 44' x 72' (3,168 sq. ft.) event barn (Exhibit B;) within the City's Rural Farm (RF) zoning district.
5. Failure to Complete Development. In the event Homesteads fails to commence construction of the improvements within one (1) year of the date hereof or shall fail to substantially complete the construction within two (2) years of the date hereof, it is agreed that the terms of the Contract Zone shall expire and the Property shall revert to the Rural Farm (RF) zoning district prior to the granting of the Contract Zone.
6. All Uses allowed within the Rural Farm (RF) zoning district and all dimensional standards within the zone remain in place, including and any / all overlay zoning districts. The Planning Board may increase the dimensional standards, but in no case may the Planning Board reduce these standards.
7. Construction and Effect; Recordation. This Agreement, shall be construed in accordance with the laws of the State of Maine and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Contract Zone Agreement shall be recorded in the York County Registry of Deeds, within thirty (30) days after its approval by the City of Biddeford City Council.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed by all as of the day and date written above.

Witness: Homestead by the River, LLC

A. _____ By: _____
Bryce Avallone
Its: President

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. _____, 2023

CONTRACT ZONE AGREEMENT # 22
HOMESTEAD BY THE RIVER
608-610 New County Road (PID# Map 6, Lot 35-2)
Wedding Barn - Event Center

Personally, appeared the above-named Bryce Avallone, President of Homestead by the River, LLC, and acknowledged the foregoing instrument to be his free act deed in his said capacity, the free act and deed of said Homestead by the River, LLC.

Before me,

Notary Public/A? orney at Law

Print Name: _____

B. _____ By: _____

Peter Valcourt

Its: Vice President

STATE OF MAINE

COUNTY OF CUMBERLAND, ss. _____, 2023

Personally, appeared the above-named Peter Valcourt, Vice President of Homestead by the River, LLC, and acknowledged the foregoing instrument to be his free act deed in his said capacity, the free act and deed of said Homestead by the River, LLC.

Before me,

Notary Public/A? orney at Law

Print Name: _____

C. CITY OF BIDDEFORD

_____ By: _____

James Benne?

Its: City Manager

STATE OF MAINE

COUNTY OF CUMBERLAND, ss. _____, 2023

Personally, appeared the above-named James Benne? , City Manager and acknowledged the foregoing instrument to be his free act deed in his said capacity, the free act and deed as Authorized Agent for the City of Biddeford, Maine.

Before me,

CONTRACT ZONE AGREEMENT # 22
HOMESTEAD BY THE RIVER
608-610 New County Road (PID# Map 6, Lot 35-2)
Wedding Barn - Event Center

Notary Public/Attorney at Law

Print Name: _____

STATE OF MAINE

COUNTY OF YORK, ss. _____, 2023

Personally, appeared the above-named James Benne, City Manager of the City of Biddeford, and acknowledged the foregoing instrument to be his free act deed in his said capacity and the free act and deed of said City of Biddeford.

Before me,

Notary Public/Attorney at Law

Print Name: _____

CONTRACT ZONE AGREEMENT # 22
Homestead the River
608-610 New County Road (PID# Map 6, Lot 35-2)
Wedding Barn - Event Center
DRAFT # 1 – Submittal Requirements & Draft Conditions of Approval

Draft # 1 Conditions of Approval (8-10-23):

1. Hours & Curfew:
 - a. Last call and last dance is scheduled for 10:00pm, with sound reduced at 10:15 pm
 - b. 10:30 pm curfew is mandatory with all sound completely off
 - c. 11:30 pm all guests who are not included in the onsite accommodations and vendors must have completed their tear down and vacated the property. If vendors need additional time for tear down, please inquire. There are options to add-on additional hours for clean up, but these must be prearranged.
 - d. No more than one (1) wedding / event may be held per day.
 - e. The required Site Plan application shall include a proposed schedule outlining the maximum number of events proposed during each calendar year per month.
2. Sound and Amplification Rules:
 - a. All volume levels must be respectful of the neighbors
 - b. For outside wedding ceremonies (Not previously discussed), amplification is allowed during the ceremony. After the ceremony all outside amplification is to be turned off.
 - c. If any doors to The Barn are open during the reception the volume level must be reduced so as not to disturb the neighborhood
 - d. Last call and last song is at 10:00 pm and amplification reduced at 10:15 pm
 - e. All amplification is off at 10:30 pm
3. Parking:
 - a. All vehicles shall be parked in the designated parking areas. Handicapped parking, in close proximity to the event barn entrance, shall be provided and designated as such.
 - b. The primary drive aisle servicing the site shall remain open at all times for the passage of emergency service vehicles.
 - c. In addition to required parking at individual campsites, there shall be adequate parking for all catering and bartending staff, employees servicing the event, and to accommodate the 200 guest proposed to attend the event.
 - d. No overnight parking unless approved by the onsite manager, and must be removed by 9:00 am the following day or risk being towed at owner's expense
 - e. There is absolutely no parking on public streets leading up to the subject property. Any vehicles parked off the property will be towed immediately at owner's expense
 - f. All vehicles must be parked within designated parking areas. The Applicants shall submit as part of their Site Plan Review application a fully dimensioned parking plan and parking and wayfinding signage.
4. Smoking, Dogs/Pets and Animals:
 - a. Smoking, to include e-cigs, are strictly forbidden in the facility and will result in the forfeiture of the full security deposit
 - b. There is a designated smoking area outside, and is the only location on the property designated as such. Please no smoking anywhere else on the property.
 - c. No dogs or pets allowed on our property. If a pet is brought to our facility, your event will conclude immediately, and your security deposit will be held for a deep cleaning
 - d. The venue manager needs to be informed of all registered service animals prior to the event
 - e. There will be no releasing of live animals (doves, etc.)

CONTRACT ZONE AGREEMENT # 22
Homestead the River
608-610 New County Road (PID# Map 6, Lot 35-2)
Wedding Barn - Event Center
DRAFT # 1 – Submittal Requirements & Draft Conditions of Approval

5. Candles, Fires, Fireworks, and Balloons:
 - a. The use of any flame is prohibited in all buildings throughout the site except for designated fire pits. Battery operated candles are permitted.
 - b. Campfires are allowed only in designated fire rings / pits.
 - c. No fireworks of any kind, with the exception of sparklers, are allowed. Sparklers must be used outdoors only.
 - d. Balloons are allowed as decorations, but must be removed at the end of the event and helium balloon releases are not allowed.

6. Refuse and Recycling:
 - a. All refuse and recycling shall be removed by a licensed waste hauler.
 - b. The site shall provide refuse and recycling containers and a screened enclosure which shall screen the refuse area from public view.
 - c. Removal of all waste and recycling is the responsibility of the property owners and waste shall be removed from the property a minimum of once weekly during the open season.

7. Miscellaneous:
 - a. Liquor / Beverages / Illegal Substances: All liquor must be served by an Insured Licensed Bartender for the duration of the event. The bar needs to close one (1) hour prior to the established the music ends (10:00pm).
 - b. Event photography: photography is allowed inside and outside the property. No boudoir or nude photography is permitted anywhere on the property.
 - c. The proposed event barn requires the installation of a sprinkler system as required by the City and / or the State Fire Marshall's Office.

1. SUBJECT PARCELS INCLUDE:
A. 608 NEW COUNTY ROAD, BIDDEFORD, ME, 04005, PARCEL MAP 6, LOT 35,
SUB--LOT 2, AREA: 29.5 AC.±
2. THE PARCEL IS LOCATED WITHIN THE RF (RURAL FARM) DISTRICT. A PORTION OF THE
PARCEL ALONG THE RIVER IS WITHIN THE LIMITED RESIDENTIAL DISTRICT.
3. PROPERTY BOUNDARY AND TOPOGRAPHIC DATA ARE FROM PLAN REFERENCE A. THE
VERTICAL DATUM IS NAD83.
4. A PORTION OF THE PARCEL ALONG THE RIVER IS LOCATED INSIDE THE 100-YEAR FLOOD
FLOODPLAIN AS DEPICTED ON FIRM PANEL #2301450002B DATED 5/15/1984.
5. PLAN REFERENCES:
A. BOUNDARY & TOPOGRAPHICAL SURVEY MAP OF BIDDEFORD - COTTON, ME LAND FOR
SEBASTIAN K. BRADLEY & MADJALICE BRADLEY BY DOW & CLOYMONT, INC. LAND
SURVEYORS & PLANNERS SACO, MAINE, DATED 7.23.1996

SPACE AND BULK STANDARDS		
ZONING DISTRICT: RF, ALL OTHER (RURAL FARM)	REQUIRED	PROPOSED
MINIMUM LOT SIZE WITH NEITHER WATER/ SEWER	40,000 SF	1,290,322 SF
MINIMUM FRONTAGE WITH NEITHER WATER/SEWER	200 FT	2,546 FT
MINIMUM SETBACK FROM MAJOR R.O.W.	40 FT	40 FT+
MINIMUM SETBACK FROM OTHER R.O.W.	25 FT	N/A
MINIMUM SIDE SETBACK	25 FT	25 FT+
MINIMUM REAR SETBACK	25 FT	25 FT+
MAXIMUM STRUCTURE STORIES	3	1.5
MAXIMUM STRUCTURE HEIGHT	35 FT	24.6 FT

[illegible]

ATTACHMENT A - SITE CONCEPT PLAN

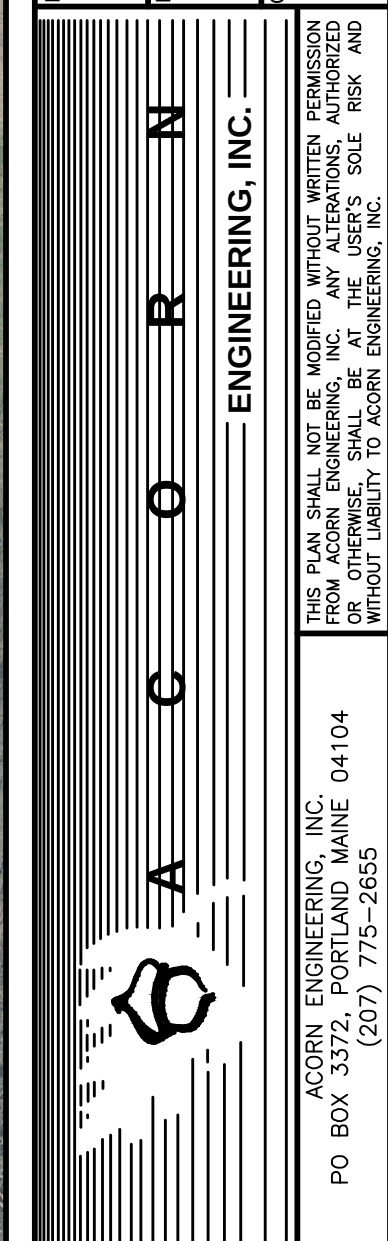
HOMESTEAD BY THE RIVER

BRYCE AVALLONE & PETER VALCOURT
608 NEW COUNTY ROAD BIDDEFORD, MAINE 04005

DRAWING NAME:

PROJECT NAME:

CLIENT: _____



FILE: 1206_CIVIL_

JN:	1206
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SCALE: AS NOTED

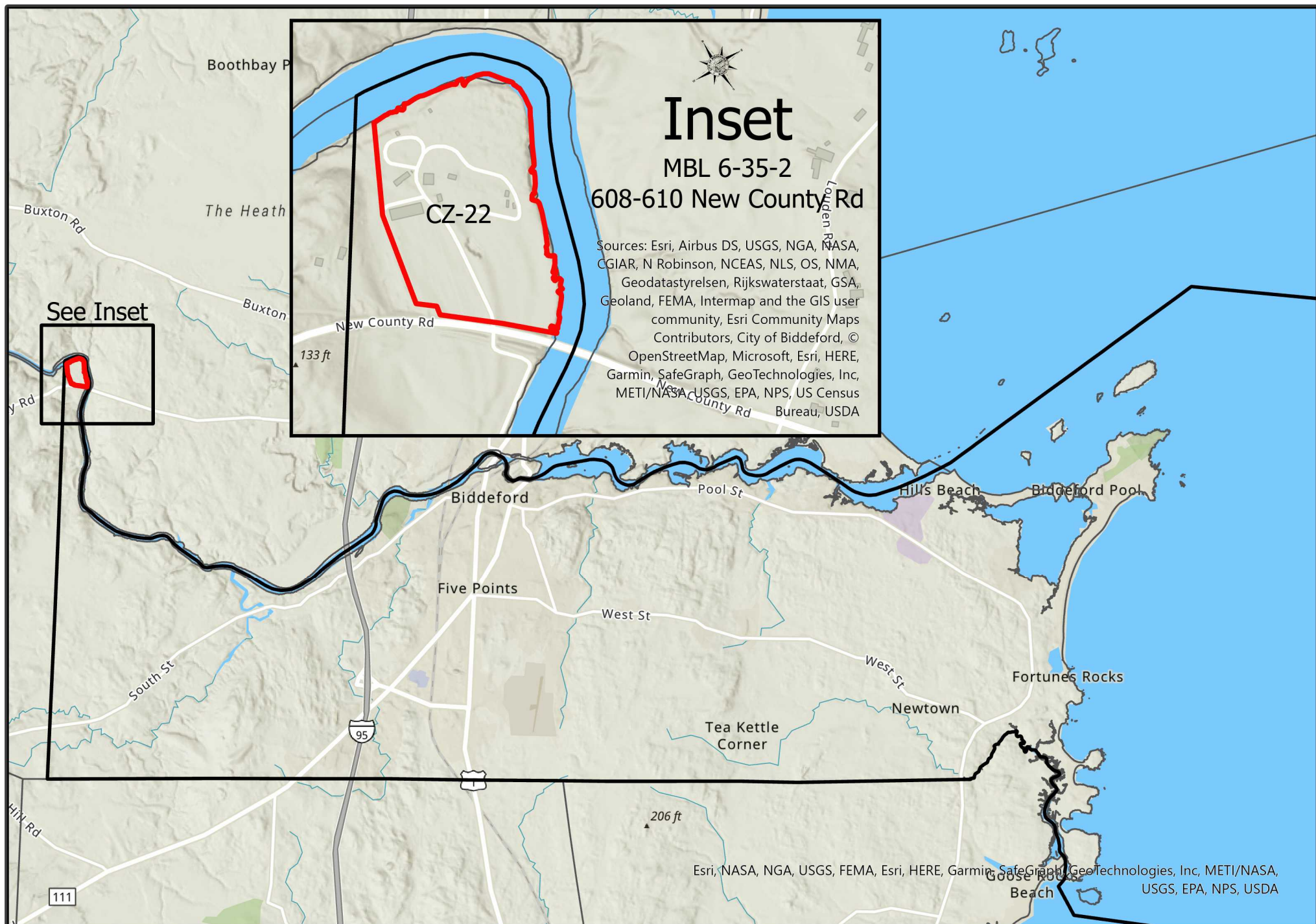
DESIGNED BY:	CAB
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DRAWN BY: BJK

CHECKED BY:	WHS
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DRAWING NO.

C-1



The City of Biddeford, Maine
Technologies Department - GIS Mapping

205 Main Street · P.O. Box 586 · Biddeford, Maine 04005-0586
Tel. 207-571-0660 · Email gis@biddefordmaine.org



Scale: 1:81,293

Proposed Contract Zone 22

Contract Zone 22
 Townline

Surrounding Towns

City of Biddeford

Application for Contract Zone

Property Overview

The subject property is located at 608 New County Road in Biddeford. It is a 30-acre parcel on the Saco River that is currently run as a campground. The property is in the far northwestern corner of Biddeford abutting Dayton. Existing structures include a three-bedroom home with an attached garage, a campground store, and a Civil War era animal barn.

The campground is open from May to early October each year, and has a combination of long-term and daily RV and tent sites. It currently holds events like barbecues and concerts onsite, but they are run outdoors.

Proposed Barn

Originally, we had considered moving events into the existing barn. However, the barn was built in the mid-1800's, and has been used as an animal barn for many years. Because we would have to invest in a commercial kitchen, a sprinkler system, air conditioning, and significant modifications for bathrooms, etc., it did not seem wise to attach all this new investment to such an old structure.

We are proposing building a new single-story post and beam barn with dimensions of 44 x 72 feet at the site of the existing horse-riding ring, which appears on the aerial view as a large rectangle of sand to the south of the existing home. It appears on Diagram 2 as a blue square.

The barn would be built on a concrete slab foundation, and would include three new bathrooms (one of which would be ADA-compliant), a commercial kitchen, and a bar. We would work with the planning and fire departments to ensure it meets all safety codes.

The barn would be used both for the campground residents and also to host outside events. Campground barbecues and concerts that are currently outdoors would be moved into the barn. In the off-season, the barn would be used for winter storage of RVs. The new barn would also be used to host events like weddings during the summer and fall months. It would accommodate 150 people, with a maximum of approximately 200 people.

This use seems like a good fit to support the campground and also host events. The barn fits in with the existing structures. There is also a similar venue right across the river in Saco.

Managing Potential Issues

This is a 30-acre property with only one neighbor, since it abuts the road on one side and the Saco River on two others. The property is only open for five months of the year. We plan to have a full-time onsite manager to oversee the campground and the barn activities. Noise will be managed by having music inside the barn, and implementing a 10PM curfew. We will

implement rules such as no open fires, no fireworks, no releasing of doves, etc. to minimize the impact of events on our neighbor and the campground residents.

Saco River Corridor

We have already contacted the Saco River Corridor commission when we were considering updating the existing barn. They sent us diagram #4, on which they shaded there are of oversight. The site of the new barn is more than 500 feet from the Saco River, and therefore is outside their jurisdiction.

About Us

Bryce Avallone and Peter Valcourt are business partners who have completed several successful businesses and real estate developments in Portland and southern Maine. We have experience with all phases of real estate development, and also on-going real estate leasing and maintenance. Our most recent project was the creation of a 5-unit subdivision where we built three treehouses and two hobbit houses for vacation rentals. You can see the quality of our work by viewing them at www.purposelylost.com.

Diagrams

- 1 – Biddeford Zoning map with the subject property highlighted.
- 2 – A Google Earth image of the campground with the proposed barn and parking areas highlighted.
- 3 – A screenshot of the monitor style barn we would like to build.
- 4 – The Saco River Corridor map that shows the barn outside of their 500-foot influence zone.

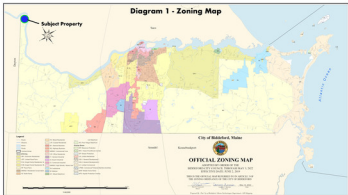




Diagram 3 - Proposed Barn Design



42' × 48' PINEDALE MONITOR BARN

Post & Beam 1½ Story Monitor-Style Barn



John R. Braley III
616 New County Road
Biddeford, ME 04005
Postal Address:
308 New County Road
Dayton, ME 04005
207-777-7957

David C. M. Galbraith
City Planner & Deputy Director of Planning and Development
City of Biddeford
205 Main Street
Biddeford, ME 04005
207-284-9115
david.galbraith@biddefordmaine.org

08/04/2023

Mr. Galbraith,

While I wish the potential new owners of the property at 608-610 New County Road every success with running the existing campground, I am writing to express my opposition to the proposed creation of a new Contract Zone (CZ) on the property as this new development is not compatible with the intent behind Biddeford's Rural Farm zoning district.

As an abutting landowner 616 New County Road (Tax Map 6, Lot 35-1), I am concerned about the potential impacts on my property, the surrounding area and my way of life if a Contract Zone for the proposed event center / wedding barn was created within the current Rural Farm (RF) zoning district. I am particularly concerned about the following:

1. **The de facto change in character of the Rural Farm zone:** Biddeford's Rural Farm zoning district is intended to preserve the agricultural character of the area by

being a “limited growth” zone. The proposed Contract Zone will be located on the same lot that already has a campground and all the commercial infrastructure / hosted events that go along with that business. Adding the event center and wedding barn would increase the density of non-agricultural business activities in that same 29 acres resulting in a significant change to the character of the property and irretrievably make the zoning of 616 New County Road designated as a Rural Farm zone in name only. With that in mind, the application should be denied because the allowable “limited growth” under the Rural Farm zoning for the property (over and above growth of agricultural activities) was already depleted with the creation of the campground.

Response: *The property at 608 New County Road is a large parcel (30 acres) and is currently underutilized. Less than 50% of the acreage is used for the campground, while the rest remains as hay fields. The space for parking will replace a current use rather than add to it – that space is currently used as outdoor RV and boat storage. The event barn and parking will occupy less than one half acre of space (less than 1% of the acreage) when completed, and is not a substantial impact on the property. In addition, the event barn is styled as a traditional agricultural barn, and therefore fits the agricultural use of the land.*

2. **Increased noise:** Both the noise from event goers arriving / departing at the same time and the noise associated with event music / PA announcer would have a negative impact on my property and my quality of life. As it currently stands in the application, the proposed event center / wedding barn would only be ~350 ft from my house and one of the proposed parking lots would be less than ~300 ft away. Such noise sources would be even louder while I tend my gardens along the property lines and would be located a mere 15 ft or so from the new sound sources and cars when they park. With that said, no amount of noise mitigation undertaken by the applicants or language listed within the Contract Zone placed upon the applicants by the city will be sufficient to keep these sounds from traveling such a short distance and there can be no doubt that my quality of life during these commercial events will be greatly impacted. If approved, I certainly won't be able to leave my windows open at night or visit with my family outside during the summer and I doubt any reasonable person would consider that as acceptable to my quality of life or a decision that is considerate to a neighbor.

Response: *The proposed barn site is less than 100 feet from our nearest camping spot, and therefore we share our neighbor's concern about minimizing the impact*

of noise. We plan to have a curfew so that events end at 10PM, and also ban the use of outdoor amplification equipment. All music or announcements will be kept inside the barn. Also, the side of the barn facing the neighbor is the back of the barn, which has no doors from the event space to the exterior. The larger barn doors associated with the event space are located at the other end of the barn and face away from the neighbor's property.

Increased light trespass: *As my home is ~30 ft higher in elevation than the ground elevation of the proposed parking lots and event center, it is more likely than not that there will be an increase in light pollution from the new lights surrounding the new parking lots and infrastructure will create excessive glare both in my home and outside when trying to view the night sky. If the new lighting is anything like the current stadium lighting surrounding the existing riding ring then the excessive glare into my home and property will be even more overwhelming. Even if the lighting for the new parking lots and event building are fully shielded to avoid as much uplight as possible and of a warmer temperature color or other light mitigation measures enacted, I can't envision a situation when the new lighting required for such infrastructure won't reach into my property and disturbing my quality of life.*

Response: *We plan to eliminate the existing stadium lighting at the barn site. It consists of four poles 15 feet off the ground, each supporting high intensity discharge flood lights. The majority of new lighting will be on the interior of the barn and therefore not a factor. Any outdoor lighting will be for ambiance and will be much lower to the ground and downward facing. It is likely there will be a net reduction in the lighting impact on our neighbor. Here is a photo of one of those four poles:*



3. **Increased problems from vehicles:** While I can't speak to the impact on a substantial increase of evening vehicle traffic entering New County Road after an

event ends, it is reasonable that it will take quite some time for all the attendees to simultaneously find their cars and drive out of the proposed parking lots – time which will only lead to more opportunity for additional noise and nuisance from conversations, car doors, engines and exhausts, not to mention additional light trespass from turning headlights. Even if the City Planning board proscribes an event end time in the language of the Contract Zone, there will undoubtedly be a steady encroachment on peace and quiet from those attendees and working employees for some time after the event has officially ended.

Response: *The property line already has a large number of mature trees separating the two properties near the proposed parking. Events will begin during the day, and therefore there will be no headlights when guest arrive. When guests depart after dark, they will be driving away from the neighboring property. Highway departments sometimes use a 4-foot fence to eliminate the glare of headlights between lanes. We would consider such a fence if it helps with cutting down on headlight glare. Here is a photo of the trees along the driveway where approaching car lights would be pointed towards our neighbor:*



4. **Decreased property value:** The presence of an event center / wedding barn and the building of the associated infrastructure would likely decrease my property's value in the eyes of any future appraisers. Not only would my currently rural property lose value due to the creation of a second noise and nuisance generating business next door, but it is not unreasonable to think that it will also lose value with an appraiser due to the introduction of and close proximity to a new business that is likely to sell or host an event where alcohol is served by a third party.

***Response:** We pride ourselves on the quality of our design and construction abilities. All of our completed projects have increased the value of property, and reflect well on the neighborhood.*

5. **Consideration of additional planned changes:** In order to get a full picture of how approving the application for the Contract Zone and resulting infrastructure will change the current Rural Farm zone district, I believe it is important that the Planning Board and the City Council ask the applicant what other (if any) developments they have planned for 608-610 New County Road if granted. Only then, will the City be able to determine the full impact of changes to the Rural Farm zone in this very undeveloped part of Biddeford.

With the above points in mind, I urge you to deny the application for a Contract Zone allowing an event center / wedding barn to be built at 608-610 New County Road. This new development would have a negative and substantial impact on my property, my current quality of life and importantly it would not be compatible with Biddeford's current Rural Farm zoning nor would it be in the greater interests of my fellow Biddeford residents.

If however, the Planning Board and the City Council decide to grant the creation of the Contract Zone, then I ask that the following points be included in the conditional language used by the Planning Board if there isn't already provisions for similar language in the draft Contract Zone Agreement template and / or the official findings of fact for the Contract Zone Agreement:

1. **Noise limiting measures.** In addition to those listed under ARTICLE III: NOISE, I would like to request the following noise limiting measures.
 - a. reasonable and specific decibel limits measurable on the boundry line

- b. wording specifying barn doors and windows must stay closed during events
- c. wording stating event attendee and building capacity limits
- d. wording stating event parking capacity limits
- e. a reasonable and specific event end time: 9 PM
- f. a prohibition of amplified music and sounds
- g. a prohibition of amplified PA announcing
- h. a prohibition of fireworks

2. **Light trespass limiting measures.** In addition to the city's usual light regulations, I would like to request the following light limiting measures.

- a. downward directed light fixtures
- b. warmer light colors to avoid glare
- c. illumination at the boundary line not to exceed City standards
- d. a prohibition on parking spaces where cars might be parked facing 308 New County Road to prevent headlights from sweeping neighboring buildings
- e. a requirement for times on lights during events
- f. a prohibition on lighting after the event

- g. limit height (10-15 ft) of light poles vs. the current stadium lighting poles to avoid light glare onto 308 New County Road
- h. prohibition on additional and/or continued use of the stadium lighting on the property

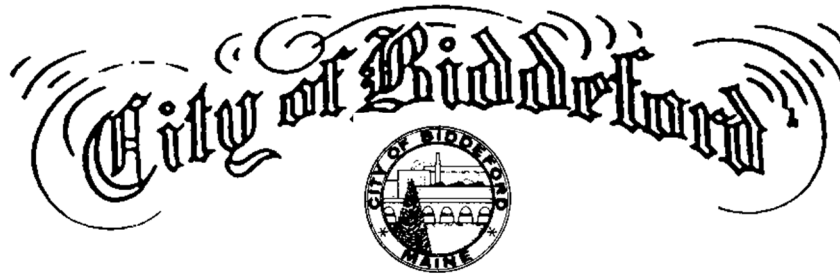
3. Measures to minimize visual disruption: In addition to the city's usual light regulations, I would like to request the following measures to reduce the visual disruptions.

- a. setback and screening for both parking lots and the event barn based on line of sight observations from existing structures at 308 New County Road as described in § 9F.1.4.(c)
- b. parking and entrance road to be totally screened from view as described in § 9F.1.4.(d)

Thank you for your time and consideration of the impact this proposed commercial development will have on my life and property.

Respectfully,

John R. Braley III



2023.109

IN BOARD OF CITY COUNCIL SEPTEMBER 5, 2023

BE IT ORDERED, that the Biddeford City Council does hereby hereby direct the Planning Board to review and consider the following amendment to the *Part III-Land Use Regulations*, Art. V *Establishment of Zones*, Table B-Dimensional Requirements by adding or deleting text as follows:

T. Street Frontage Reduction Ordinance: Street frontage requirements may be relaxed in the Suburban Residential 1 (SR1), R1-A, R1B, R-2 and R-3 Zoning Districts provided the following:

1. Existing lots of record in existence prior to (insert date) may be divided, one time, to create an additional buildable lot provided both lots meet at least 90% of the required street frontage requirements for the particular zoning district.
2. Both properties shall meet all other dimensional requirements within the particular zoning district where the lot is located.
3. This Ordinance does not apply to any new subdivisions where 3 or more lots are being created.

BE IT FURTHER ORDERED, that the Planning Board return a recommendation for a fully developed Street Frontage Reduction Ordinance to the City Council for adoption.

Attest by: _____



City Council Meeting

Meeting Date: September 5, 2023

Meeting Time: 6:00 pm

Agenda Item No: 9.i.

Item Description: 2023.109 Approval/Refer Street Frontage Reduction Ordinance to the Planning Board

Submitted by: David C.M. Galbraith, Deputy Director / City Planner

Supporting Information/Documentation:

Order 2023.109

Key Terms:

N/A

Executive Summary:

At the July 18th City Council meeting there was a Committee of the Whole discussion item presented, related to reducing frontage requirements, from 100-ft to 90-ft, in certain areas of the City, to allow increased housing stock. Action on this item will direct the Planning Board to proceed with a recommendation for formal ordinance adoption.

Detailed Review:

The purpose of the proposed Ordinance would allow existing lots with excess frontage to create an additional residential lot provided the parent parcel and the divided parcel each provide 90% of the required frontage. As an example, if a property is required under the City's dimensional standards to have 100 feet of frontage and the lot had 180 + feet of frontage the property could be divided, to create an additional buildable lot, provided each of the lots has a minimum of 90 feet of frontage.

This frontage reduction, and lot creation, would be permitted on existing lots of record, and not permitted in subdivisions creating more than one new lot. Staff prepared a draft frontage reduction Ordinance. In order to be adopted the Planning Board would hold a public hearing to amend the land use regulations. The proposed Ordinance would apply to lots within the Suburban Residential 1 (SR1), R1-A, R1-B, R-2 and R-3 zoning districts.

Funding Source:

No funding is required beyond Staff time.

Staff Recommendation:

Staff recommends approval of the Order directing the Planning Board to begin the process of formal adoption of an amendment to the Land Use Regulations to allow street frontage reduction.

ESTABLISHMENT OF ZONES

V Attachment 2

City of Biddeford

Table B
Dimensional Requirements

[Amended 4-16-2013 by Ord. No. 2013.24; 1-16-2018 by Ord. No. 2018.2; 10-2-2018 by Ord. No. 2018.110;
11-8-2018 by Ord. No. 2018.123; 3-5-2019 by Ord. No. 2019.13; 6-1-2021 by Ord. No. 2021.43]

Zoning District	Minimum Lot Size, Square Feet Per Unit A				Frontage			Minimum Setback, Feet**				Maximum Heights+	
	Water and Sewer	Water, No Sewer	Sewer, No Water	Neither Water Nor Sewer	Water and Sewer	Water or Sewer	Neither Water Nor Sewer	From Major R.O.W.	From Other R.O.W.	Side	Rear	Stories	Feet
SR-1	15,000 C	20,000 C	20,000 C	40,000 C	100	100	200	40	25	10	10	3	35
CR	See Table C below				150	150	150	40	25	25	25	3	35
R-1-A	10,000 B	20,000	10,000	20,000	100	100	100	40	25	10	10	3	35
R-1-B	5,000 B	20,000	5,000	20,000	50	50	50	25	10	5	5	3	35
R-2	4,500 B	N/A	N/A	N/A	45	N/A	N/A	25	15	5	5	3	35
R-3, single-family	10,000	20,000	20,000	40,000	100	120	200	40	25	10	10	3	35
R-3, duplex	7,500 B	30,000	N/A	N/A	120	120	120	40	25	15	15	3	35
R-3, multifamily	15,000 1st 2 units, then 6,000/unit D	N/A	N/A	N/A	150	N/A	N/A	40	40	25	25	3	35
R-3, all other	10,000	N/A	N/A	N/A	100	120	200	40	25	10	10	3	35

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Zoning District	Minimum Lot Size, Square Feet Per Unit A				Frontage			Minimum Setback, Feet**				Maximum Heights+	
	Water and Sewer	Water, No Sewer	Sewer, No Water	Neither Water Nor Sewer	Water and Sewer	Water or Sewer	Neither Water Nor Sewer	From Major R.O.W.	From Other R.O.W.	Side	Rear	Stories	Feet
B-1 O	1,000	N/A	N/A	N/A	None	N/A	N/A	10	10	10	10	6	60
B-2 O	10,000 J	20,000	20,000	40,000	150	150	150	30	25	10	10	3	35
I-1 O	None	None	None	N/A	50	50	N/A	40 S	30 S	25 E, S	25 E, S	6	60
I-2 O	None	None	None	N/A	50	50	N/A	40 S	30 S	25 E, S	25 E, S	6	60
I-3 O	None	None	None	N/A	50	50	N/A	40 S	30 S	25 E, S	25 E, S	6	60
W-1	15,000 C	20,000 C	20,000 C	40,000 C	100	100	100	40	25	25	25	3	35
W-2	7,000	N/A	N/A	N/A	50	50	50	0	0	10	10	3	35
R-F, single-family M	20,000	20,000	20,000	40,000	120	120	200	40 H	25 H	25	25	3	35
R-F, duplex M	20,000	20,000	20,000	40,000	120	120	200	40 H	25 H	25	25	3	35
R-F, all other	40,000	40,000	40,000	40,000	200	200	200	40 H	25 H	25	25	3	35
Medical	10,000	10,000	10,000	10,000	100	100	100	40	40	25	25	6	60 K
LR-F	80,000	80,000	80,000 *N	80,000 *N	100	100	100	40	30	25	25	6	60
Institutional	See Note P				See Note P			See Note P				See Note P	
OR Q	4,500 B	N/A	N/A	N/A	75	N/A	N/A	10	10	10	10	3	35

ESTABLISHMENT OF ZONES

Zoning District	Minimum Lot Size, Square Feet Per Unit A				Frontage			Minimum Setback, Feet**				Maximum Heights+	
	Water and Sewer	Water, No Sewer	Sewer, No Water	Neither Water Nor Sewer	Water and Sewer	Water or Sewer	Neither Water Nor Sewer	From Major R.O.W.	From Other R.O.W	Side	Rear	Stories	Feet
MSRD-1	None	N/A	N/A	N/A	None	None	None	None	None	None	None	Min. 2 stories or 26 feet; Max. 60 feet	
MSRD-2	2,000 B	N/A	N/A	N/A	50	N/A	N/A	15 R	15 R	10	10	3	35
MSRD-3	None	N/A	N/A	N/A	None	None	None	None	None	None	None	Min. 2 stories or 26 feet	

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NOTES for Table B:

N/A: Not allowed.

- * A new structure may be permitted to be built with less than the required setback, provided that the following are met:
 - 1. The setback will be equal to the average front yard setback of the existing houses on the immediately adjacent lots; and
 - 2. The setback shall be at least 15 feet; and
 - 3. These provisions shall apply only along existing residential streets which were developed prior to the enactment of the present front yard setback requirements.
- ** The Building Inspector may allow a lessening of setback requirement for access structures, as necessary, to facilitate reasonable handicapped accessibility. This provision shall apply to existing structures only. Any access structure built under this provision shall be temporary to facilitate the handicapped or disabled occupant and shall be removed when no longer needed.
- + Maximum height is exclusive of chimneys, antennae, and roof-mounted, building-integrated, building-mounted or architectural wind systems when attached to a structure. Chimneys and antennae shall not be higher than 12 feet above the structure. Roof-mounted, building-integrated, building-mounted or architectural wind systems shall not be higher than 15 feet above the maximum allowed building height in the zone.
- A. Minimum land area per dwelling unit.
- B. In order to promote condominium forms of housing and affordable housing in close proximity to downtown and services, in the R-1-A, R-1-B, R-2, R-3, OR, and MSRD-2 Zoning Districts, the density requirements may be relaxed as follows:
 - 1. Redevelopment of existing structures:
 - a. The Planning Board, or other appropriate approval authority, shall consider granting a density bonus of one residential unit for every 650 square feet of living space within an existing structure, provided the applicant presents redevelopment/renovation plans to the Code Enforcement Officer demonstrating how the redevelopment project will result in the number of residential units with two or more bedrooms being at least, if not more than, the number of units with two or more bedrooms before the density bonus was granted.
 - b. If the project is provided a density bonus, the Code Enforcement Officer shall document the allowable density and number of units, in writing, for the Code Enforcement Office files.
 - c. An applicant provided a density bonus for rental housing shall enter into a contractual agreement with the City of Biddeford requiring that at least 30% of the additional units created shall be leased such that they do not exceed 80% of the fair market rent (FMR) per bedroom size, as established annually by the U.S. Department of Housing and Urban Development (HUD). The contractual agreement shall be recorded at the York County Registry of Deeds, a copy of which shall be provided to the Code Enforcement Office prior to the issuance of any building permits. Rent-restricted units will be annually monitored by the Planning and Development Department for contract compliance.
 - 2. Condominium conversions/development:
 - a. A property may be proposed for redevelopment/renovation from apartments into condominiums in accordance with 1 above.
 - b. An applicant provided a density bonus for condominiums shall enter into a contractual agreement with the City of Biddeford obligating them to complete the project as condominiums to be offered for sale upon or before completion of the project in return for receiving the density bonus. The contractual agreement shall be recorded at the York County Registry of Deeds, a copy of which shall be provided to the Code Enforcement Office prior to the issuance of any building permits.
 - c. The applicant agrees that if the project is converted to condominiums, said units shall not be sold for a price that exceeds 125% of the York County median home price affordable to median-income households as set annually by HUD for the City of Biddeford.

ESTABLISHMENT OF ZONES

- C. Applies only to dwelling units. All other uses shall have a minimum of 10,000 square feet.
- D. (Reserved)
- E. All buildings and structures shall be set back at least 50 feet from any zone in which residential dwellings are an allowed use, except as otherwise provided in this table.
- F. (Reserved)
- G. (Reserved)
- H. Roadside stands may be 10 feet from the major access road.
- I. This is the density limit for the expansion of existing residential dwelling units.
- J. Applies to all uses.
- K. Hospital height limit shall be 110 feet.
- L. Does not apply to cluster development.
- M. The number of accessory structures shall meet setback requirements; and shall be limited to no more than three per lot; and shall not exceed the height of the primary structure; and any plumbing, if necessary, shall be limited to a utility sink. Structures associated with bona fide working agricultural uses are not subject to these limits.
- N. Any use not serviced by a public water supply must show evidence that it is serviced by a potable water supply meeting minimum state standards for safe drinking water.
- O. Any residential structures in existence prior to December 20, 1990, may be expanded or added to as long as they meet minimum setbacks (from major access, 40 feet; from other streets, 25 feet; from side and rear property lines, 10 feet).
- P. The location of new or expanded buildings and structures including the replacement of existing buildings in the Institutional Zone shall conform to the approved Institutional Master Plan and the following dimensional standards:
 - 1. *Maximum height.* The maximum height of buildings in the Institutional Zone shall be 35 feet, 50 feet, or 65 feet depending upon in which building height subdistrict the building is located. The building height subdistricts and maximum building heights are shown on the Institutional Zone Subdistrict Map dated September 6, 2001, and described in boundary descriptions prepared by an independent registered land surveyor licensed to practice in the State of Maine which are made a part of this ordinance.

Notwithstanding the maximum building height provision, the tallest point of any building or structure, including appurtenant structures, in the Institutional Zone shall not exceed 115 feet above sea level based upon the national geodetic vertical datum (NGVD), unless a higher elevation is mandated as part of a state or federal environmental approval or permit.
 - 2. *Minimum building setbacks from public streets.* All buildings in the Institutional Zone shall conform to the following minimum setbacks from public streets:
 - South side of Hills Beach Road from intersection with Old Pool Road east to a point 250 feet west of the zone boundary/property line: 25 feet.
 - South side of Hills Beach Road from a point 250 feet west of the zone boundary/property line east to the zone boundary: 50 feet with a provision that it can be reduced to 25 feet if replacement buildings at the housing park are located further from the wetland.
 - North side of Hills Beach Road from intersection with Old Pool Road east to the zone boundary: 50 feet.
 - Both sides of Hills Beach Road from intersection with Old Pool Road west to the zone boundary at Route 9: 50 feet with a provision that it can be reduced to 25 feet when a Hills Beach bypass is built that conforms to the following standards and is approved as part of the Institutional Master Plan.

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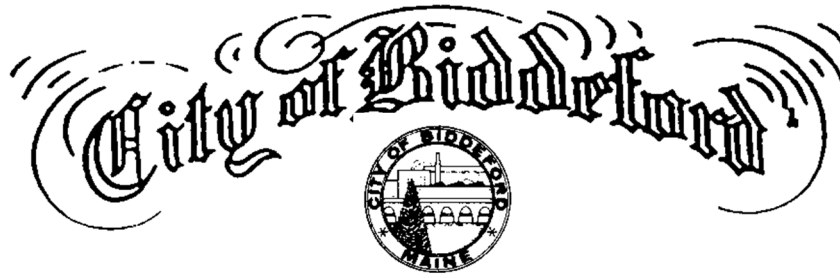
- Both sides of Old Pool Road: 50 feet.
- Both sides of Pool Road (Route 9): 50 feet.
- Both sides of Newtown Road: 40 feet.
- Both sides of the Hills Beach bypass road when built: 50 feet.

The reduced setback along the westerly portion of Hills Beach Road shall be effective only if a Hills Beach bypass road has been constructed that meets the following standards:

- a. The road shall be designed and located to allow traffic to Hills Beach to travel directly from Route 9 to the approximate vicinity of the intersection of Old Pool Road and Hills Beach Road without using campus roads.
 - b. The intersection with Route 9 will be located at an appropriate location for this use.
 - c. The road shall be designed as a limited access facility with not more than one curb cut on each side providing campus access through internal campus streets. These curb cuts shall be in addition to any intersections with public streets or roads.
 - d. No buildings or parking lots shall have direct access to or from the bypass road.
 - e. A landscaped street buffer shall be established as provided for in Section 43 of Article VI.
3. *Minimum building setback from the perimeter of the Institutional Zone.* All buildings shall be setback a minimum of 50 feet from the external boundary of the Institutional Zone where such zone boundary abuts a Suburban Residential (SR-1), Coastal Residential (CR), or Rural-Farm (R-F) Zone. The area along the zone boundary shall be maintained as a landscaped buffer in accordance with the provisions of Article VI, Section 12.
 4. *Maximum lot coverage.* The maximum lot coverage shall be as follows:
 - a. Within the area south of Route 9 and west of the Newtown Road: 10%.
 - b. Within the area South of Route 9 and east of the Newtown Road: 30%.
 - c. Within the area North of Route 9: No maximum except as provided for in 5, Restricted Development Areas.
 5. *Restricted development areas.* Within the areas identified as “No Build Zones” on the Institutional Zone Subdistrict Map dated September 6, 2001, and described in boundary descriptions prepared by an independent registered land surveyor licensed to practice in the State of Maine which are made a part of this ordinance, the following additional requirements shall apply:
 - a. No new buildings, parking, roads, or access drives shall be constructed except for the construction of a Hills Beach bypass road and connections to the bypass road from existing public streets.
 - b. Existing buildings, parking, roads, and access drives may be maintained and may be improved with Planning Board approval but may not be relocated or expanded except as provided for in a.
 - c. The existing student housing park located on the south side of the Hills Beach Road may be replaced with new low-impact academic or support facilities. Low-impact is defined as meeting the following standards:
 - The replacement has been approved as part of the institutional master plan.
 - The total footprint area of all replacement buildings and structures shall not exceed 14,400 square feet.
 - The amount of nonvegetated area after redevelopment shall be not more than the amount of nonvegetated area existing at the time of adoption of this provision.

ESTABLISHMENT OF ZONES

- No buildings, structures, parking, or other impervious surfaces shall be located closer to any adjacent wetland or the external boundary of the Institutional Zone than the existing facilities being replaced and, where possible, the setback from wetlands shall be increased.
 - The architectural design of the low-impact academic or support facilities shall be compatible with the adjacent residential character, consistent with the approved University Master Plan Architectural Design Standards, and shall be limited to a maximum height of 35 feet.
 - The low-impact academic or support facilities shall have no greater impact on the adjacent wetlands, than did the development existing at the time of the approval of the 2003-2007 Master Plan (approved May 7, 2003), as demonstrated by a wetlands delineation plan and stormwater management plan submitted as part of the application for site plan approval.
 - The low-impact academic or support facilities shall have no greater light intrusion, noise or traffic impact (both vehicular and pedestrian) on adjacent residential properties, than did the development existing on the site at the time of the approval of the 2003-2007 Master Plan (approved May 7, 2003), as demonstrated by a noise mitigation plan and traffic study submitted as part of the application for site plan approval.
- d. No new athletic fields or athletic facilities shall be constructed.
- e. Existing athletic fields may be maintained and improved but may not be expanded. Improvements to the existing fields shall be limited to items such as fencing, buffering, portable grandstands, scoreboards, lighting, temporary rest room facilities, storage sheds with less than 300 square feet of floor area, and similar facilities.
- f. The areas not currently used for athletic fields, parking or the student housing park shall be maintained as naturally vegetated areas and shall not be converted to lawns or other improved open space. Existing vegetation shall be maintained subject to sound management practices relative to cutting, thinning, pruning, and similar activities.
- Q. Existing nonconforming lots or structures may be considered for conversion to nonresidential uses allowed in the OR Zone, provided that neither structure nor lot are made more nonconforming as a result of the conversion.
- R. The setback may be reduced to the average of the lots immediately adjacent to the lot, as determined by the Code Enforcement Officer.
- S. The Building Inspector may allow a lessening of setback requirements, to no less than 10 feet, for utility buildings and structures to facilitate utility infrastructure improvements. Any such buildings or structures built under this provision shall be removed when no longer used for such necessary utility infrastructure.



2023.110 **N BOARD OF CITY COUNCIL... SEPTEMBER 5, 2023**
BE IT ORDERED, that the City Manager execute an employment agreement with Gregory Mitchell to serve as community and economic development director effective upon the date of execution through March 1, 2024 unless terminated earlier in accordance with the terms of the agreement.

Note: The draft agreement is provided for reference.

Attest by:_____



City Council

Meeting Date: September 5, 2023

Meeting Time: 6:00 PM

Agenda Item No: 9.j.

Item Description: 2023.110 Approval/Consulting Contract with Gregory Mitchell

Submitted by: Brian S. Phinney, COO

Supporting Information/Documentation:

Order 2023.110

Draft Contract Employee Agreement

Key Terms:

N/A

Executive Summary:

Action on this item authorizes the City Manager to enter into an agreement with Greg Mitchell, economic development director, as a contract employee to work exclusively on economic development matters.

Detailed Review:

As you are aware Greg Mitchell tendered his resignation as community and economic development director on July 10, 2023. It is apparent that community and economic development work has not slowed and it is in the best interest of the City to ensure a continued and consistent approach to economic development.

Greg has agreed to continue to perform economic development duties on a part-time basis as a contractual employee through March 1, 2024 allowing the City to fill the otherwise vacant position of community and economic development director.

Funding Source:

Existing FY24 budget.

Staff Recommendation:

Staff recommends approval of the Order.

CONTRACTUAL EMPLOYEE AGREEMENT
With Gregory A. Mitchell

THIS AGREEMENT made this day of September 5, 2023 (the "EFFECTIVE DATE"), by and between the CITY OF BIDDEFORD, a body politic and corporate located in the County of York and State of Maine (hereinafter the "CITY") and GREGORY A. MITCHELL, of 314 Princess Point Road, Yarmouth, ME 04096 (hereinafter the "MITCHELL").

WITNESSETH:

WHEREAS, the CITY has a need for Economic Development expertise for special projects;

WHEREAS, the MITCHELL has previous experience in Economic Development, and extensive knowledge of the development projects and development project negotiations;

WHEREAS, the CITY requires assistance with special projects; and

WHEREAS, the CITY desires to retain the MITCHELL as an contractual employee;

NOW, THEREFORE, the parties do hereby agree as follows:

1. Scope of Services. MITCHELL shall provide consultation and services as assigned by the City Manager.
2. Status as a Contractual Employee. MITCHELL will remain an employee of the City, employed as a contractual employee subject to the terms of this agreement.
3. Compensation and Benefits. MITCHELL shall be paid at a rate of seventy five dollars (\$75.00) per hour and any mileage incurred at the IRS per diem rate, and tolls. The MITCHELL shall submit itemized bills to the City no less frequently than monthly. Unless otherwise noted within this agreement, MITCHELL is not eligible for any benefits offered to regular employees.
4. Health Insurance. MITCHELL shall be eligible for Health Insurance for the period of this agreement, consistent with City Non-Union Policies based on full time employee eligibility.
5. Hours Worked and Payment. MITCHELL will be paid weekly based on twenty hours of work. However, MITCHELL may work more or less hours depending on the needs of the City. Over the contract period, all hours worked shall equal the contracted amount of hours (twenty hours per week for the number of weeks in the contract period).

6. Accountability. MITCHELL shall report to the City Manager, James Bennett.
7. Schedule. MITCHELL shall establish his own schedule working with the City Manager.
8. Access to Documents and Equipment. EMPLOYEE shall have access to CITY documents, and information to perform the services specified herein and as approved by the CITY. However, MITCHELL shall not disclose any documents or information to any third party without the prior written approval of the CITY. Access will be as so directed by the CITY, including equipment used/provided and the methods used.
9. Law. This Agreement shall be governed by and under the laws of the State of Maine.
10. Term. The term of this Agreement is from the EFFECTIVE DATE until March 1, 2024 unless terminated earlier in accordance with this Agreement.
11. Termination. Either party may terminate this Agreement for convenience, and without cause, upon 30 days prior written notice.
10. Prohibition Against Assignment. This Agreement is one for consulting services and may not be assigned, transferred, conveyed or otherwise disposed of by the MITCHELL in any manner.
11. Notification. All communications and notices required or permitted under this Agreement shall be deemed sufficiently served if hand-delivered or served by Certified Mail, addressed as follows:

To MITCHELL:

Gregory A. Mitchell
314 Princess Point Road
Yarmouth, ME 04096

To CITY:

James Bennett
205 Main Street
Biddeford, Maine 04005

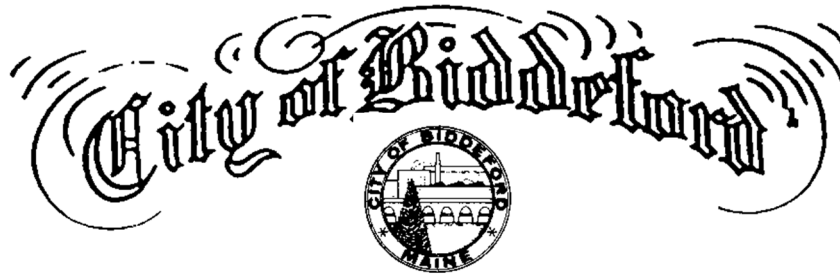
IN WITNESS WHEREOF, the CITY OF BIDDEFORD has caused this Agreement to be signed and sealed by James Bennett, its City Manager, thereunto duly authorized, and has signed this Agreement the day and date first above written.

CITY OF BIDDEFORD

James A. Bennett, City Manager

CONSULTANT

Gregory A. Mitchell



2023.111 **IN BOARD OF CITY COUNCIL... SEPTEMBER 5, 2023**
BE IT ORDERED, that City Manager shall facilitate abatement of the taxes due on 200
and 208 Graham Street, less the calculated PILOT payment from Biddeford Housing
Authority conditioned upon payment in full of the calculated PILOT payment.

Attest by: _____

City of Biddeford, Maine

Item # 9.k.



The Office of
City Manager

James A. Bennett

Email: jbennett@biddefordmaine.org

MEMORANDUM

TO:	Honorable Mayor Casavant Honorable City Council
FROM:	James A. Bennett, City Manager
DATE:	August 29, 2023
RE:	Biddeford Housing Authority Request for Tax Relief

The Biddeford Housing Authority (BHA) purchased 200 and 208 Graham St. properties on May 2, 2022. These properties have a total assessment of \$81,500 and \$1,976,800 respectively. The taxes for FY23 (July 1, 2022 to June30, 2023) remained unpaid.

Under state law, the assessment date for all properties is April 1 of each year. The taxes for the year were duly assessed against the previous owner of the property as a private entity. BHA as the current owner is known as the 'unassessed owner of record' of the property. The taxes for FY23 are legally due to the City since they were duly assessed properly.

Since the taxes remained unpaid, the City placed a lien on the properties at the same time as all other properties that also had outstanding unpaid taxes. As a reminder, the tax lien process is very prescriptive under state law. Strict compliance with the process is necessary to protect the City.

BHA, relying on June 2012 payment in lieu of taxes (often referred to as a PILOT) agreement with the City, expected the taxes to be abated by the City for FY23. A copy of that agreement is provided. Consistent with that expectation, BHA would pay the PILOT payment instead.

It is my opinion that BHA believe that they do not owe the total taxes is reasonable and proper given the language of the agreement.

In the past, the City may have used the abatement process. Abatements are legally only supposed to be granted when a property has been overvalued or if any error or mistake was made in the assessment. None of these occurred in this case.

It is my recommendation that authorizing funds to pay the unpaid taxes (less the PILOT payment prescribed) would be the proper way to handle this request. The Council could grant an abatement as well, if it chose. In either case, the financial impact is exactly the same.

Regardless of the method used, I believe the agreement with the City dictates that the FY2023 taxes are not due to the City. Instead the PILOT payment is due, based on the signed agreement. The total amount of taxes assessed, interest and fees due on the properties as of September 5 is \$1,429.42 and \$21,666.66. The amount of the PILOT payment that would be made instead will need to be calculated based on which of the two methods would apply.

City of Biddeford



Real Estate Tax Statement

Parcel: 0280580000
Location: 208 GRAHAM ST

Owner:
BIDDEFORD HOUSING
22 SOUTH ST
BIDDEFORD ME 04005
USA

Status:
Total 1.030
Deferr .000
Land Valuation: 69,500
Building Valuation: 1,907,300
Exemptions: 0
Taxable Valuation: 1,976,800
Interest Per Diem: 2.31

Legal Description:

Deed Date: 05/02/2022 Book/Page: 1902/895 Interest Date: 09/05/2023

Year	Type	Bill				
2023	TL-R	182				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	RE TAX LIE	21,095.06	21,095.06	46.24	21,141.30	
	30 DAY LIE	3.00	3.00	0.01	3.01	
	CERT LIEN	8.53	8.53	0.00	8.53	
	LIENFEEIN	48.00	48.00	0.00	48.00	
	INT@LIEN	465.82	465.82	0.00	465.82	
		21,620.41	21,620.41	46.25	21,666.66	
Year Totals		21,620.41	21,620.41	46.25	21,666.66	
Grand Totals		21,620.41	21,620.41	46.25	21,666.66	

** End of Report - Generated by Amber St. Ours **

City of Biddeford



Real Estate Tax Statement

Parcel: 0280590000
Location: 200 GRAHAM ST

Owner:
BIDDEFORD HOUSING
22 SOUTH ST
BIDDEFORD ME 04005
USA

Status: Square 26,136
Land Valuation: 56,500
Building Valuation: 25,000
Exemptions: 0
Taxable Valuation: 81,500
Interest Per Diem: 0.15

Legal Description:

Deed Date: 05/02/2022 Book/Page: 1902/895 Interest Date: 09/05/2023

Year	Type	Bill				
2023	TL-R	183				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	RE TAX LIE	1,337.42	1,337.42	2.93	1,340.35	
	30 DAY LIE	3.00	3.00	0.01	3.01	
	CERT LIEN	8.53	8.53	0.00	8.53	
	LIENFEEIN	48.00	48.00	0.00	48.00	
	INT@LIEN	29.53	29.53	0.00	29.53	
		1,426.48	1,426.48	2.94	1,429.42	
Year Totals		1,426.48	1,426.48	2.94	1,429.42	
Grand Totals		1,426.48	1,426.48	2.94	1,429.42	

** End of Report - Generated by Amber St. Ours **



PROPERTY TAXES AND PAYMENTS IN LIEU OF TAXES AGREEMENT

BETWEEN
THE CITY OF BIDDEFORD
AND
THE BIDDEFORD HOUSING AUTHORITY



Purpose

The purpose of this agreement is to clarify the taxability of real estate properties within the City of Biddeford, owned by the Biddeford Housing Authority or any of its non-profit subsidiaries, i.e., which are taxable and when and what the City will receive in lieu of property taxes for those that are not taxable.

Background

The Biddeford Housing Authority is an independently operated tax-exempt organization that provides housing assistance to low income, elderly and disabled individuals and families under Section 8 of the Housing and Community Development Act of 1974 and also owns, either directly or through non-profit subsidiaries, real estate property that is rented or leased or used by other service agencies or that is rehabilitated to be sold to income-eligible families. The City provides services to these properties as it does to all residential or non-profit properties within Biddeford. The City and the Authority both recognize the value of such services. Accordingly, the City and Authority agree to the following arrangement whereby the City shall be compensated for its services.

Agreement

It is hereby agreed that the Biddeford Housing Authority and any of its non-profit subsidiaries (the Authority) will be responsible for Payments in Lieu of Taxes (PILOT) and/or the payment of real estate taxes on the classes of property under its ownership as follows:

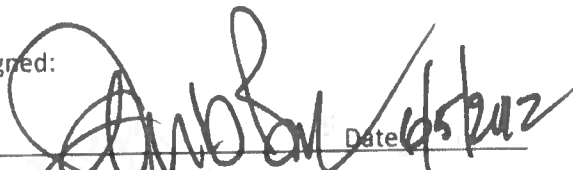
1. For properties that include residential or commercial rental units, the Authority shall pay to the City a PILOT of two percent (2%) of its actual, collected rent/lease revenue on such units. Rent/lease income shall be computed for a calendar year and the Authority will remit to the City Finance Office payment for two percent (2%) of that amount, along with a certification of the correctness of the amount. Such payment shall be remitted no later than February 15 of the year following the rental year.
2. For Authority-owned properties that are being held for rehabilitation and/or sale, such properties shall be subject to a PILOT commencing on the date of acquisition and continuing up to the date of sale of the property to a person or entity that is not tax-exempt. The amount of the PILOT shall be calculated based on the Assessor's valuation of the property as if it were fully taxable multiplied by the percentage of the full tax rate left after removal of the costs of Education and Health & Welfare. Such PILOT will be billed to the Authority by the City in equal installments due by the second Wednesday in October and the second Wednesday in April. At time of sale of the property, the Authority shall be responsible for collecting, as part of the real estate closing on such property, an amount equal to the full rate property taxes that would have been assessed for the tax year in which the closing occurs, prorated down for the remaining days of that tax year (July 1 to June 30). If the sale occurs between April 1 and June 30 of any year, the

amount to be collected shall be the remaining amount for that tax year, as calculated above, plus the buyer of the property must, as part of the closing, sign an agreement with the City, on a form provided by the City, that buyer shall pay a PILOT equal to the amount of taxes that would have been assessed on the property had buyer owned it as of the latest April 1 Buyer also shall provide written authorization that the City may assess interest in the same rate and manner of computation as that year's property taxes and may place a lien against such property should the agreed payments not be received by the City on or before the lien date of other property for that tax year. Such PILOT will be billed to the buyer by the City in equal installments due by the second Wednesday in October and the second Wednesday in April, just as tax payments are due. Authority shall deliver to the City Finance Office any PILOT amount collected at closing, along with the agreement for the subsequent year's PILOT (if applicable) within 1 week of closing. The amount of the remittance shall be adjusted downward by the proration of any PILOT amount already paid to the City by the Authority for a period beyond the date of closing.

This document shall constitute the Master Agreement between the Authority and the City and each applicable property owned by the Authority shall be treated as a separate schedule under the Master Agreement. Authority agrees that representatives of the City may inspect Authority's accounts for the purpose of verification of rental/lease income and adherence to the requirements of this Agreement.

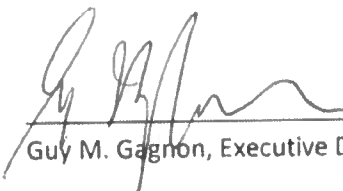
This Agreement shall remain in effect for as long as the Authority owns property in Biddeford that falls within either of the two categories outlined above. Property held by the Authority for its own administrative use shall be exempt from PILOT or real estate taxation as long as the Authority retains its tax-exempt status. However, rental or lease of such property to a taxable entity shall trigger the PILOT provisions of option (1) above.

Signed:



John D. Bubier, City Manager

City of Biddeford
PO Box 586
Biddeford, ME 04005



Guy M. Gagnon, Executive Director

Date

6/5/2012

Biddeford Housing Authority
PO Box 2287
Biddeford, ME 04005

BIDDEFORD HOUSING AUTHORITY

P.O. Box 2287, 22 South St., Biddeford, Maine 04005 Tel. (207) 282-6537 Fax. (207) 286-0580

August 8, 2003

Dear Mayor Casavant and Biddeford City Council:

Recently, we received a tax lien from the city related to 200-208 Graham Street, the former DHHS building BHA purchased in May 2022. Whether it is a result of an incorrect interpretation of our PILOT agreement(attached) or simply an error, BHA formally wanted to request that the amount owed be removed and the lien lifted from our property at 200-208 Graham.

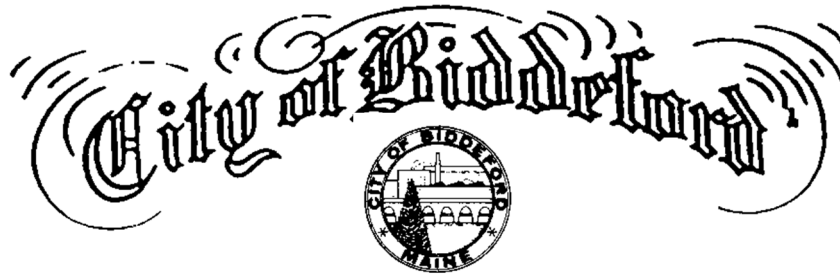
Upon purchasing the property on May 5, 2022, and at the closing with Biddeford Savings Bank, the PILOT Agreement was reviewed and based on past practices with other properties BHA had purchased, all parties were under the assumption that the PILOT agreement terms were in effect as of that date. As you may know, we currently are leasing space at that location to the District Attorney, My Place Teen Center and UNE/CHCC while at the same time planning for the potential to add some affordable housing on the site in the future. We are still in the very early stages of our analysis.

Please inform us of how we should proceed from here in order to resolve this issue.

Sincerely



Guy M. Gagnon
Executive Director
Biddeford Housing
Cell# 207.415.2939
bhousing.org



2023.112

IN BOARD OF CITY COUNCIL...SEPTEMBER 5, 2023

BE IT ORDERED, that the City Manager is authorized to execute an agreement with Ducas Construction for the renovation of Biddeford City Hall in the amount of \$3,924,540.00 or an amount as may be reduced through value engineering.

Note: The award includes a curved window contingency of \$150,000 for curved windows at the ground floor on Main Street. It is likely the actual cost of the windows will be less.

Attest by: _____



City Council

Meeting Date: September 5, 2023

Meeting Time: 6:00 PM

Agenda Item No: 9.I.

Item Description: 2023.112 Approval/Award City Hall Renovation Project

Submitted by: Brian S. Phinney, COO

Phil Radding, Owners Rep & Project Manager

Supporting Information/Documentation:

Order 2023.122

Ducas Construction Quote

City Hall Renovation Funding Analysis

Key Terms:

N/A

Executive Summary:

Action on this item authorizes the award of the City Hall Renovation Project to Ducas Construction in the amount of \$3,924,540.

Detailed Review:

The City published an RFB for the project and received only one bid, despite having seven potential bidders participate in the walk through. The bid was higher than anticipated. Phil Radding was asked to meet with the bidder to reduce the price. Through project engineering and making other adjustments, Phil was able to reduce the bid price by over \$460,000.

Contained within the agenda package is the project cost and funding summary. The higher than expected bid results in a funding gap of \$426,920.59.

Jim is recommending that \$426,920.59 of the reallocated FY23 CIP funds be assigned to cover the funding gap. Phil is continuing to review value engineering to further reduce costs. Phil and staff are also reviewing opportunities to perform certain work in-house.

Funding Source:

- Facility building bond of \$3,750,000, reduced by the bond premiums and Eastern Fire/EMS design project costs (\$150,000) and reallocation of FY23 CIP funds.
- Remaining balance of HOB clock tower grant \$59,707.84
- Existing building reserves \$378,024
- Reallocation of FY23 CIP funds \$426,920.59

Staff Recommendation:

Staff recommends award of the City Hall Renovation Project to Ducas Construction.

DESCRIPTION	City Hall Improvements
-------------	------------------------

Sum of Adj AMT Column Labels					
Row Labels	AMES ASSOCIATES, LLC PHIL RADDING		DC CONST WINDOW CONT.		Remaining Bal.
2022					
Aug	\$438,929.40	\$57,200.00	\$3,774,540.00	\$150,000.00	\$4,420,669.40
Sep	(\$6,560.08)				(\$6,560.08)
Oct		(\$1,495.31)			(\$1,495.31)
2023					
Jan	(\$16,653.07)				(\$16,653.07)
Apr		(\$2,268.75)			(\$2,268.75)
May	(\$19,346.84)				(\$19,346.84)
Jun	(\$115,701.90)				(\$115,701.90)
Remaining Bal.	\$280,667.51	\$53,435.94	\$3,774,540.00	\$150,000.00	\$4,258,643.45

Window Budget	\$	113,080
15% Markup	\$	16,962
5% Cont.	\$	5,654
11% Mgt Fee	\$	14,305
Window Contingency	\$	150,000

HOB Grant (Net)	\$	59,707.84	
Bldg Bond	\$	3,556,017	(reduced by \$193,983 for Fire/EMS & Premiums)
Reserves	\$	378,024	
FY22 Operational Surplus			
Available Cash	\$	3,993,749	
Projected Budget	\$	4,420,669	
Funding Gap		(\$426,920.59)	



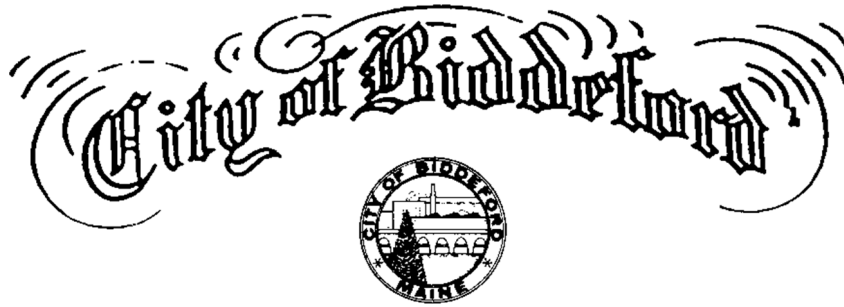


Client: Biddeford City Hall
 Artifex
 Date: August 7th 2023

Biddeford City Hall
Biddeford, Maine
 Drawings Dated: 03/17/2023

DIV.	DESCRIPTION	QTY	Units	\$ Amount	Sub Budget
01	General Conditions	1	ls	\$434,350.00	\$ 434,350
	Winter Conditions	1	ls	\$35,000.00	\$ 35,000
	Dumpsters & Debris Disposal	1	ls	\$16,500.00	\$ 16,500
	General Conditions Total				\$ 485,850
04	Masonry				
	MPA Quote	1	ls	\$465,760.00	\$ 465,760
	Masonry Total				\$ 465,760
06	Rough Carpentry				
	Ducas Construction Allowance	1	ls	\$50,000.00	\$ 50,000
	Rough Carpentry Total				\$ 50,000
	Roofing				
	Heritage Restoration Complete Quote	1	ls	\$379,062.00	\$ 379,062
	Roofing Total				\$ 379,062
07	Joints, Sealants & Firestopping				
	Firestopping Allowance	1	ls	\$45,000.00	\$ 45,000
	Caulking Allowance	1	ls	\$10,000.00	\$ 10,000
	Joints, Sealants & Firestopping Total				\$ 55,000
08	Aluminum Clad Windows				
	Window Restratopm and Replacement	1	ls	\$1,398,220.00	\$ 1,398,220
	JCI Bid Bond @ 2.5%	1	ls	\$34,955.50	\$ 34,956
	HM Doors, Frames & Hardware - 101-105	5	ea	\$3,750.00	\$ 18,750
	Aluminum Clad Windows Total				\$ 1,451,926
09	Drywall				
	Boiler Room Framing & Drywall	1	ls	\$35,000.00	\$ 35,000
	1st Floor Plaster Repair at windows	1	ls	\$50,000.00	\$ 50,000
	Plaster Restoration	1	ls	\$25,000.00	\$ 50,000
					\$ 135,000
09	Ceilings				
	Hawkes Acoustical Ceiling Budget	1	ls	\$4,200.00	\$ 4,200
	Ceilings Total				\$ 4,200
09	Painting				
	Painting Allowance Exterior	1	ls	\$85,000.00	\$ 85,000
	Painting Total				\$ 85,000
12	Allowances				
	Balzar Family Clock Works	1	ls	\$25,000.00	\$ 25,000
	Ferro Weathervane Restoration	1	ls	\$7,500.00	\$ 7,500
	Dome Gilding Allowance	1	ls	\$52,000.00	\$ 52,000
	Misc. Plaster Repair	1	ls	\$5,000.00	\$ 5,000
	Fire Resistance Patching1	1	ls	\$3,000.00	\$ 3,000
	Allowances				\$ 92,500
21	Fire Sprinkler				
	Johnson Controls Paul Couture Bid 8/7/2023 - \$425,000.00	1	ls	\$425,000.00	\$ 425,000
	Bid Bond @ 2.5%				\$ 10,625

	Fire Sprinkler Total				\$ 435,625
26	Electrical				
	Simpson Electrical Quote	1	ls	\$161,463.00	\$ 161,463
	Temp Lighting on Scaffolding /Exterior Structures	1	ls	\$12,500.00	\$ 12,500
	Electrical Total				\$ 173,963
31	Earthwork				
	New Fire Water Connection	1	ls	\$65,000.00	\$ 65,000
	Earthwork Total				\$ 65,000
	Subtotal Divisions 1 through 33				\$ 3,878,886
	Contingency(5%)				\$ 77,578
	Insurance				\$ 43,521
	Bond				\$ 32,000
	Fee				\$ 201,599
	Preliminary Construction Cost Budget Total				\$ 4,233,583



2023.95

IN BOARD OF CITY COUNCIL...AUGUST 15, 2023

BE IT ORDERED, that the Finance Director is authorized to create dedicated reserves and reallocation reserve accounts for unspent FY23 Capital Improvement Funds, and transfer funds from the FY2023 Budget in the amounts listed below deducting any encumbrances, or if listed as both Dedicated Reserve and Reallocation reserve the dedicated reserve shall be a fixed amount and the reallocation reserve being the balance deducting any encumbrances.

Source	Project	Dedicated Reserves	Reallocation Reserve
FY23 CIP	DPW - Sidewalks	\$34,875.78	
FY23 CIP	DPW – RT1 Improvements	\$50,000.00	
FY23 CIP	DPW - Tree Management Plan	\$35,000.00	
FY23 CIP	ENG – River Wall Repair (Mech Park)	\$300,000.00	\$100,000.00
FY23 CIP	ENG – Thatcher Brook Phase III	\$75,000.00	\$112,850.00
FY23 CIP	REC – Rotary Park Complex		\$139,000.00
FY23 CIP	AIR – ADA Building Update		\$15,000.00
FY23 CIP	BFD – Battery Extrication Tool		\$15,729.00
FY23 CIP	CNC – Pedestrian Crossing Signal	\$50,000.00	
FY23 CIP	CNC – Signalized Crosswalk West St.	\$25,000.00	
FY23 CIP	BFD – Rubber Roof Replacement		\$27,097.00
FY23 CIP	CNC – May Field (tree planting)	\$10,000.00	
FY23 CIP	CNC – New Playground Equip	\$100,000.00	
FY23 CIP	EDP – Pearl Point Park	\$50,000.00	
FY23 CIP	ENG – Hill/Main/Water	\$637,012.00	
FY23 CIP	FAC – Community ADA Compliance	\$75,000.00	
FY23 CIP	FAC – DPW Front Door Replacement	\$15,000.00	
FY23 CIP	FAC – 3 Lincoln Communication Stack	\$150,000.00	
FY23 CIP	FAC – DPW Recycle Cardboard Storage	\$15,000.00	
FY23 CIP	FAC – FD Apparatus Floor Resurface	\$18,000.00	
FY23 CIP	REC – Doran Field	\$10,000.00	
FY23 CIP	REC – Pool Beach Septic		\$12,000.00
22001-92111-11552	Comprehensive Plan		\$2,450.00
22001-92111-11801	Downtown Development Commission		\$792.71
22001-92111-12106	Mobile App		\$3,617.29
22002-92112-20801	May Field Upper Drainage		\$12,000.00
22002-92112-21101	Teen Center Improvements		\$942.18
22002-92112-21601	St. Louis Field Improvements		\$2,141.32
22002-92112-21602	Martel Field Improvements		\$3,901.01
22002-92112-21701	Park Improvements/Amenities		\$5,618.65
22002-92112-21803	Rotary Park Improvements		\$15,000.00
22002-92112-21901	Tennis Court Repair		\$2,755.00
22002-92112-21902	Park Benches		\$1,484.00
22002-92112-21904	Park Security Improvements		\$10,000.00
	Totals	\$1,649,887.78	\$482,378.16

BE IT FURTHER ORDERED, that the City Manager be authorized to expend from the above Dedicated Reserves for expenses related to on-going projects in accordance with the Purchasing Code; and

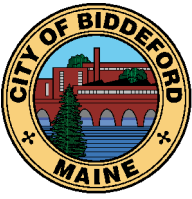
BE IT FURTHER ORDERED, that \$426,920.59 of the Reallocation Reserve be assigned to the City Hall Renovation Project to cover project gap funding; and

BE IT FURTHER ORDERED, that \$30,000 of the Reallocation Reserve be assigned to the St. Louis Field #1 Improvement Project.

NOTE: This item was tabled at the August 15, 2023 Finance Committee meeting and removed from the August 15, 2023 agenda of the City Council.

City of Biddeford, Maine

Item 9.m.



The Office of
City Manager

James A. Bennett

Email: jbennett@biddefordmaine.org

MEMORANDUM

TO:	Honorable Mayor Casavant Honorable City Council
FROM:	James A. Bennett, City Manager
DATE:	September 1, 2023
RE:	Funding for City Hall Project & Capital Funds Analysis

On your September 5 agenda this week, there are three items that are interconnected. This memo is to explain those relationship and the recommendations that staff is making. The items are:

- 2023.112 Awarding City Hall Renovation Project
- 2023.95 Approval of FY23 CIP Carryforward funds
- 2023.115 Approval of purchase of 2024 Freightliner Plow Truck

Analysis of Capital Funding

Accompanying this memo is a spreadsheet that contains five separate boxes of information. For each box, a brief explanation is outlined within this section.

Upon the awarding of the Congressional Directed Spending (CDS) that was supported by Senator Collins for safety improvements along Route 1, the Council formally appropriated the entire \$2,450,000 from the FY22 operational surplus as the match requirements. (Found in the top left line in Box A) The original project was expected to require upwards of \$7,000,000 in local funding. The current phasing on the project is such that a \$1,000,000 of local match is expected over the next couple of years.

- Box D: The decision to apply for the Safer Streets Grant required the City to develop a strategy to provide the 25% match. Originally, we anticipated that we would need all cash for the match. With the phasing of the CDS and only needing \$1,000,000, the balance of the FY22 surplus (\$1,450,000) could be used.
- Box B: As staff was developing the grant application for Safer Streets, we modified the scope in order to include the mill district improvements that are planned to be included into the work. By doing so, those intended projects could meet the match requirements. This list generated \$4,350,000 of potential match. The grant that was submitted included a project cost of \$19,607,875. The 25% match requires \$4,901,875 resulting in a need for \$551,875 in additional funding.
- Box C: Original thinking for the Mill District work is found in box C. Based on the current information intended for the use of HUD CDBG funding, staff is recommending the revised plan as shown. The two changes are to increase the use of the current CDBG funds and decrease the reassignment of the FY22 operational surplus. It should be noted that I am

205 Main Street

Biddeford, ME 04005

Phone: 207.284.9313

Fax 207.571.0678

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Diana Depaolo, Human Resource Director, 205 Main Street Biddeford, ME 04005, or call (207) 286-0593.

recommending that \$750,000 of CDBG funding be allocated in the next year to replace the funding shift in the current year for the same purposes.

- Box E: This box shows the revised recommendation for the FY22 operational surplus. If adopted, there would be \$698,125 of newly unassigned funds. In the truck purchase section below, formal recommendation for the vehicle purchases (which still needs to be approved by the Capital Committee and Council) would be to not incur any additional lease/purchase payments in FY24 and only pay cash for the vehicles. To achieve this outcome, \$114,500 of the \$698,125 unassigned funds would be needed.
- Box A: This box summarizes all of the pieces of the other boxes into one. The left side shows the beginning point. The right is the conclusion if the Council accepts all of the recommendations made within. It should be noted that if accepted, there would be \$1,903,582 of unassigned funds available to be allocated for other purposes in the future.

Awarding City Hall Renovation Project

The City Hall renovation project had only one bidder, despite having seven potential bidders participate in the walk through. The bid for the project was higher than anticipated. I asked Phil to meet with the bidder and work to reduce the bid. Through project engineering and making other adjustments, Phil was able to reduce the bid price by \$488,000.

Contained within the agenda package is the summary of all projected costs for the project as well as all available funds. Taken in the entirety, the projected funding gap is \$426,920.59. A separate document providing the funding details is included.

I am recommending that \$482,378 of the unspent FY23 CIP funds be lapsed instead of continuing to be carried in the projects that they were originally appropriated for. The explanation for each of the lapse recommendations vary. Generally, the reasons can be categorized into three areas; project is completed and the remaining funds are not needed, the original need for the funding has changed or there is a change in prioritization compared to the original appropriation.

I am also recommending that we use \$426,920.59 of those funds to be appropriated to cover the funding gap for the City Hall project. In Box A of the information that is provided you can find details in the last line identified as '*FY CIP23 Lapse**'. Finally, Phil is continuing project engineering to further reduce costs.

FY23 CIP Carryforward

Included within the package is listing of all FY23 CIP allocations that had a balance remaining. We are recommending that \$1,649,887.78 of the funds remaining continue as originally appropriated. The balance, as noted above, we are recommending lapse.

Purchase of 2024 Freightliner Plow Truck

The City was made aware of a brand new truck chassis was available for immediate delivery from one of the normal vendors the City uses. Understanding the supply chain issues, Jeff is making the Council aware of the opportunity. He is recommending that the purchase be made. The information is within the package. Also included in the information is the recommendation for the vehicle purchases in FY24.

As always, please feel free to let me know if I can answer any questions.

Capital Funding Analysis

Sources of Funds

	Available	Uncommitted	Comments	Assigned	Available	Comments
FY22 Surplus	\$2,450,000	\$0	Assigned to 2022 CDS; also possible SAFER Grants match	\$1,751,875	\$698,125	\$114,500 for Vehicles?
FFY23 Surplus (projected)	\$1,000,000	\$1,000,000			\$1,000,000	
FY22 CIP Appropriation	\$2,600,000	\$0		\$2,600,000		
FEMA Reassignment of Reserve	\$400,000	\$150,000	\$250,000 to Mill District work	\$250,000	\$150,000	
FY23 CIP Lapse*	\$482,378	\$482,378	Unassigned	\$426,921	\$55,457	Assigned for City Hall project
	\$6,932,378	\$1,632,378		\$5,028,796	\$1,903,582	

Safer Street Match Analysis

	Goal	Possible
Goal: 25% of Grant (\$19,607,500)	\$4,901,875	
Riverwalk		\$3,000,000
Mill District Pedestrian & Bike		\$1,200,000
Pearl Park Pedestrian & Bike		\$150,000
		\$4,350,000
Needed Funds		\$551,875

Mill District Funding

	Original	Revised
CDBG	\$150,000	\$750,000
FEMA Reassignment	\$250,000	\$250,000
FY22 Surplus Reassign	\$750,000	\$200,000
	\$1,150,000	\$1,200,000

FY22 Surplus (Reallocation Recommendation)		
	Original	Revised
2022 CDS (Earmark) US Rt 1	\$2,450,000	\$1,000,000
Safer Street Match		\$1,450,000

FY22 Surplus Revised Recommendation

	New	
2022 CDS	\$1,000,000	
Safer Streets	\$551,875	
Mill District	\$200,000	
Subtotal		\$1,751,875
Unassigned FY22	\$698,125	

DESCRIPTION	City Hall Improvements
-------------	------------------------

Sum of Adj AMT Column Labels					
Row Labels	AMES ASSOCIATES, LLC PHIL RADDING		DC CONST WINDOW CONT.		Remaining Bal.
2022					
Aug	\$438,929.40	\$57,200.00	\$3,774,540.00	\$150,000.00	\$4,420,669.40
Sep	(\$6,560.08)				(\$6,560.08)
Oct		(\$1,495.31)			(\$1,495.31)
2023					
Jan	(\$16,653.07)				(\$16,653.07)
Apr		(\$2,268.75)			(\$2,268.75)
May	(\$19,346.84)				(\$19,346.84)
Jun	(\$115,701.90)				(\$115,701.90)
Remaining Bal.	\$280,667.51	\$53,435.94	\$3,774,540.00	\$150,000.00	\$4,258,643.45

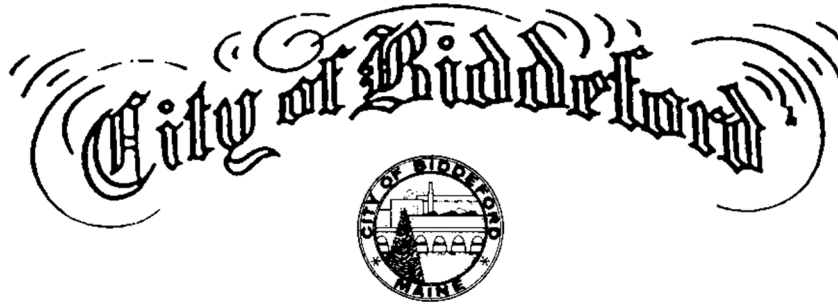
Window Budget	\$	113,080
15% Markup	\$	16,962
5% Cont.	\$	5,654
11% Mgt Fee	\$	14,305
Window Contingency	\$	150,000

HOB Grant (Net)	\$	59,707.84	
Bldg Bond	\$	3,556,017	(reduced by \$193,983 for Fire/EMS & Premiums)
Reserves	\$	378,024	
FY22 Operational Surplus			
Available Cash	\$	3,993,749	
Projected Budget	\$	4,420,669	
Funding Gap		(\$426,920.59)	



Suggest Vehicle Purchases in FY24

	Year	Requested	CM Recommended		Comments
			Cash	Lease	
Mini excavator		\$ 160,000			Defer
585 Pick-up	2012	\$ 58,000	\$ 58,000		
Add Pickup truck for Recreation		\$ 43,000	\$ 43,000		
312 Rescue	2016	\$ 390,000			order
320 Fire Brush Truck	2008	\$ 100,000			Defer
326 pumper (fire dept.)	2008	\$ 810,000			order
302 Car 2 (fire dept)	2012	\$ 54,000	\$ 54,000		
121 Animal Controll	2013	\$ 33,000	\$ 33,000		
501 Parking Control		\$ 33,000	\$ 33,000		
195 All Wheel drive Plow Truck	1983	\$ 280,000	\$ 280,000		
021 Sidewalk tractor	2014	\$ 175,000	\$ 175,000		
John Deere zero turn		\$ 16,000	\$ 16,000		
Total \$ 2,152,000			\$ 692,000		Cash needed
			\$ 577,500		FY24 Capital Funds
			\$ 114,500		Balance (from FY22 surplus)



2023. 113

IN BOARD OF CITY COUNCIL... September 5, 2023

BE IT ORDERED, that the City Council authorizes the public works department to perform the Traffic calming (Pilot) street work to be placed on May Street not to exceed \$70,000.

Note: Funding comes from the FY24 Capital Improvement Plan allocation.

Attest by: _____



City Council

Meeting Date: September 5, 2023
Meeting Time: 6:00 PM

Agenda Item No: 9.n.
Item Description: 2023.113 Approval/May Street Traffic Calming Demonstration Project

Submitted by: Jeff Demers (Public Works Director)
Joanne Fisk (Chief of Police)
Craig Chekan, PE (City Engineer)

Supporting Information/Documentation:

1. Detailed plan
2. Estimate sheet

Executive Summary:

Per request, the Policy Committee held a special meeting in July of 2022 to discuss May Street's traffic safety; and another meeting on 12/14/2022 for city staff to share some concept plans. Since then, City Staff have been coordinating internally on developing a good traffic calming concept that would be reasonable for all that may be impacted.

The purpose of the briefing on September 5, 2023 is to provide an update to the City Council on staff's final May Street traffic calming plan and hopefully get the approval to move forward.

Detailed Review:

An approximate timeline of this project is listed below:

- *November 8th, 2021*
 - o First round of traffic analysis; 11-day review period, 52k vehicles analyzed
- *August 4th, 2021*
 - o Second round of traffic analysis; 24-day review period; 73k vehicles analyzed
- *August 20th, 2021*
 - o Internal department meeting identifying project significance
- *July 12th, 2022*
 - o A Policy Committee Meeting was held in Council Chambers for public input
 - o Lots of valuable feedback received; two primary goals identified: '*Traffic Calming*' & '*Traffic Reduction*'
- *July 14th, 2022 – September 29th, 2022*
 - o Internal department concept development
- *October 18th, 2022*
 - o Field walk conducted with DOT/PACTS to discuss May Street's 'Collector Road' repaving in 2025
 - o DOT/PACTS leaning towards only repaving the road's travel lanes, leaving the shoulders/sidewalks as-is

Without performing any formal survey or traffic design, three high-level concepts were developed for review; a “Mix & Match” approach of three concepts that could have been implemented. Drawings attached.

- *June 1, 2023*
 - o After a couple more staff discussions the City manager requested staff come up with a final pilot calming traffic idea for May Street to bring forward to the council for review and acceptance
- *July 26th, 2023*
 - o Staff walked the entire May Street area and laid out the final plan.

After a couple more staff discussions the final concept is attached.

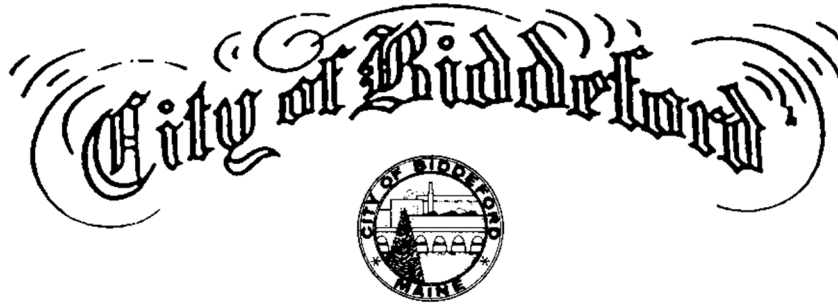
Funding Source:

FY24 Capital Improvement Plan CIP allocation.

Staff Recommendation:

Approval to move forward with the May Street traffic (Pilot) calming plan supplied by staff.

May Street Traffic Calming - Rough Cost Estimate				
Item	Quantity	Units	Unit Price	Estimate
Concrete Curb	340	LF	\$ 16	\$ 5,440
Grinding/Ashphalt	55	EA	\$ 100	\$ 5,500
Signs/Poles/Reflectors	8	EA	\$ 175.00	\$ 1,400.00
Grasses and Bushes (Median Island)	24	EA	\$ 300	\$ 7,200
Blinking Crosswalk Signage	1	EA	\$ 25,000	\$ 25,000
			Total:	\$ 44,540



2023.114

IN BOARD OF CITY COUNCIL... September 5, 2023

BE IT ORDERED, that the City Council authorize the Public Works Department to enter into an agreement with Sports Field Inc., to perform infield repair work on St. Louis Field #1 in an amount not to exceed \$23,000.

Attest by:_____



City Council

Meeting Date: 9/5/2023

Meeting Time: 6:00 pm

Agenda Item No: 9.o.

Item Description: 2023.114 Approval/St. Louis Field Improvements

Submitted by: Jeff Demers Director of Public Works

Supporting Information/Documentation:

Sports Field Quote

Executive Summary:

The Public Works Department is seeking approval for the Re-Skinning of the ST. Louis Field field #1 Infield. This baseball infield has not seen a resurface or home plate work in over 18 years.

Detailed Review:

Public Works is requesting that the City Council approve awarding Sports Field Inc., St. Louis Field field #1 Re-Skinning Infield Project. If approved, this project would start around the 3rd week of October. This issue came to public works around mid-July by Councilor Lessard through Umpire Petit. The Public Works Director had two different meetings with the head baseball umpire MR. Petit for this region. Petit explained the safety issues that coaches were bringing to his attention. Umpire Petit did agree the infield needed attention as soon as possible. Staff will be available to explain the reasons why fall is better than the spring of the season for this project.

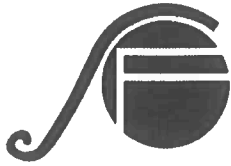
Because of the timing when this was brought to the attention of Director of Public Works, the short window left in the season's weather did not allow staff to do a full RFP and get this project completed in time to allow the new installed root system of the turf the opportunity to take. Staff did reach out to two other turf companies. Sports Field Inc., has been the vendor for Biddeford for several years. Director Demers did ask Sports Field Inc., to hold this date until notified otherwise.

Funding Source:

Reallocation of FY23 Rotary Park Complex Funds. Fund included \$139,000 with \$109,000 going to the Reallocation Reserve and \$30,000 reallocated for the St. Louis Field Project.

Staff Recommendation:

Staff is recommending awarding Sports Field Inc., this project.



From: Kevin Smith - Sports Fields, Inc. - (207) 933-3547

ksmith@sportsfieldsinc.net

To: Nick Blais – Biddeford Public Works – (207) 468-4753

nick.blais@biddefordmaine.org

Date: 8/23/2023

St. Louis Field 1 Renovation Proposal

Scope of Work:

Sports Fields to renovate infield

Undercut and remove existing turf from diamond, 10' off the outside of 1st base line, 8' off the back of the 1st base side of the back arc, 4' off the 3rd base side of the back arc, 8' up the 3rd base line with an additional 2 feet near the bump out at 3rd base and 4' behind the home plate area.

Undercut and remove 2' of existing material from each side of the 1st base side runway, to make match the 3rd base runway.

Regrade to reduce or remove lips and smooth the surface, prepare for sod

Stockpile existing infield material

Remove existing pitcher's mound, reinstall 10" native clay mound

Source and install approximately 11,320 sq. ft. of blue grass sod

Apply starter fertilizer

Install new pitching rubber, home plate, base anchors and Bolco style bases

Renovation work will include resetting the field to NFHS spec, including returning base paths to 6' width, back arc radius to 90-95', home plate circle to 13', base arcs to 13'.

Renovation Total: \$18,295.00

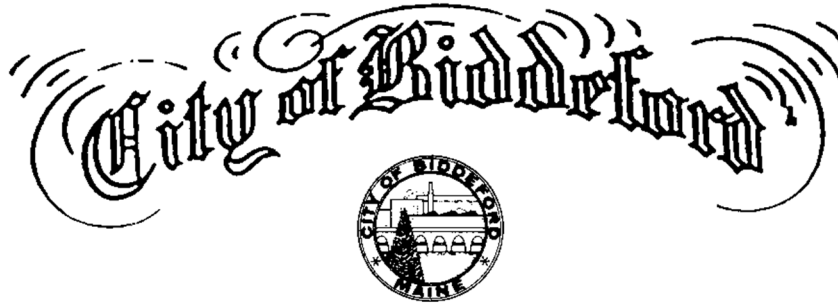
Options:

Install unfired clay bricks in pitching mound

\$1,250.00

Install unfired clay bricks in batter's & catcher's boxes

\$1,345.00



2023.115

IN BOARD OF CITY COUNCIL... September 5, 2023

BE IT ORDERED, that the City Council authorizes the City manager to purchase one Freightliner cab and chassis only from Freightliner & Western Star of Maine in the amount not to exceed \$147,002.00.

Attest by: _____



City Council

Meeting Date: September 5, 2023

Meeting Time: 6:00 pm

Agenda Item No: 9.p.

Item Description: 2023.115 Approval/Purchase 2024 Freightliner Plow Truck

Submitted by: Jeff Demers – Jerry Court

Supporting Information/Documentation:

Order 2023.115

Freightliner & Western Star of Maine Quote

Executive Summary:

Approval to purchase a new 10-wheel cab and chassis plow truck.

Detailed Review:

We are seeking approval to trade in a 1984 Walter plow truck with 16,950 hours. The trade-in value to be estimated at around \$12,500. The new vehicle being requested is a 2024 Freightliner truck without dump box and plow gear. Public works will return on a later date for the approval of the box and gear. This was not advertised as a bid. Freightliner of Maine reached out to Biddeford knowing this vehicle matched our fleet. Another community could not take the truck after ordering do to financial constraints. If public works was to advertise for this truck today it would be at least 18 months out and estimated to be an additional \$10,000 as of today.

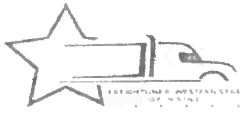
Funding Source:

This is being requested as part of the in the City's 2024 vehicle Capital Improvement Plan.

Staff Recommendation:

Staff is recommending the purchase of the 2024 Freightliner cab and chassis only for the price of \$147,002.00

QUOTE



**FREIGHTLINER &
WESTERN STAR
of MAINE**

10 Terminal Street
Westbrook, ME 04092
Ph: 207-551-1275
freightlinerofmaine.com



Auburn | Waterville | Bangor | Houlton | Fort Kent
Maine's Most Complete Truck-Trailer-Parts and Tire Facility

Expiration Date:

Date: **08/30/2023**

Deal/Packet: **1880**

Branch: **Westbrook**

Department: **Sales**

Salesperson: **Michael Bean**

Bill-To:

City of Biddeford
Public Works Dept
371 Hill Street
Biddeford, ME 04005
(207) 282-1579

Ship-To:

City of Biddeford
371 Hill St.
207-282-1579
Biddeford, ME 04005

Stock Number: **1906**

VIN: **1FVHG3FM5RHVD5687**

Year: **2024**

Make: **Freightliner**

Model: **114SD**

Cab Style/Sleeper: **Plow**

Price: **\$147,359.98**

ADDITIONAL UNIT CHARGES

MUNICIPALITY FET TAX CREDIT

Price: **(\$357.98)**

Unit Price: **\$147,002.00**

Total Sold: **\$147,002.00**

Total FET: **\$0.00**

Total: **\$147,002.00**

Net: **\$147,002.00**

Accepted by: _____ Date: _____