



**City of Biddeford
City Council**

August 20, 2024 at 6:00 PM
City Hall Council Chambers & Zoom

[Click to Join Zoom Meeting Online](#)

Or call in by phone: +1 312 626 6799

Meeting ID: 945 0739 9966

Passcode:652855

1. Roll Call
2. Pledge of Allegiance
3. Adjustment(s) to Agenda
4. Presentation
 - 4.a Airport Commission
5. Public Hearing
 - 5.a Public Hearing for Liquor License The Dunn Bar, Irish Pub LLC
 - 5.b Public Hearing Liquor License Aperio
 - 5.c Public Hearing for Liquor License Pop's Tavern
6. Liquor License Consideration
 - 6.a Liquor License The Dunn Bar, Irish Pub LLC
 - 6.b Liquor License Aperio
 - 6.c Liquor License Pop's Tavern
7. Public Addressing the Council
(3 minute limit per speaker for up to a total of 15 minutes)
8. Consideration of Minutes
 - 8.a Council Minutes 8-6-24
9. Second Reading

- 9.a 2024.124 Approval Demolition Fees
- 9.b 2024.127 Approval/Avesta Housing Indian Cliff Development Corp CZ 23
- 9.c 2024.128 Approval/Westbrook Development Corporation CZ 24
- 10. Orders of the Day
 - 10.a 2024.123 Approve Funds for Eastern Fire/EMS Station Property/Site Conditions Review and Additional Architectural Work
 - 10.b 2024.130 Approval/Purchase Motorola Body Camera System
 - 10.c 2024.132 Approval/Ch. 70 Ordinance Revision (Sewer Permit Fees)
 - 10.d 2024.133 Approval/Establishment of a New Sustainability Commission
 - 10.e 2024.134 Approval/EV Charger Station
 - 10.f 2024.135 Recommendation - Acceptance of Waterworks Drive as a Public Way
 - 10.g 2024.136 Approval/Ordinance Change Part III: Land Development Regulations, "Table A- Table of Land Uses"
 - 10.h 2024.137 Approval/Dispense with Second Reading of item 2024.136 on Two Separate Days
 - 10.i 2024.138 Approval/Waive 30 Day requirement for item 2024.136
 - 10.j 2024.139 Approval to send CZ25 to the Planning Board
- 11. Public Addressing the Council
(5 minute limit per speaker)
- 12. City Manager Report
- 13. Other Business
- 14. Council President Addressing the Council
- 15. Mayor Addressing the Council
- 16. Adjourn

NOTICE of THREE PUBLIC HEARINGS

CITY OF BIDDEFORD

Notice is hereby given that the City of Biddeford will hold three public hearings at its City Council Meeting

Tuesday, August 20th at 6:00 pm

at the City Council Chambers, City Hall, 205 Main Street, Biddeford, Maine.

In person and virtually through zoom

The purpose of the public hearings are to receive public comments
on the following liquor licenses:

The Dunn Bar, Irish Pub LLC

12 Washington St.

Beer, Wine and Liquor

Apero

20 Alfred St, Suite 102

Beer, Wine and Liquor

Pop's Tavern

13 Bacon St. #101

Beer and Wine

All interested persons are invited to attend the public hearings and will be given an opportunity to be heard at that time.

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Please contact the Code Enforcement Office to schedule an inspection (207) 284-9236

CITY OF BIDDEFORD BUSINESS LICENSE APPLICATION

BUSINESS NAME: The Dunn Bar, Irish Pub LLC
Business Address: 12 Washington Street Map Lot
Mailing Address: 12 Washington Street, Biddeford, ME
Business Telephone Number: 207-602-6622
Email Address: edanis71@gmail.com
OWNER/OPERATOR: Christopher Danis sindac73@gmail.com
Flamin Danis
Home Physical Address: 444 Ferry Road, Saco, ME 04072
Home Mailing Address: "
Home Telephone Number: 207-615-4273 / 207-409-0025
Applicant(s) Date of Birth: 10/7/1973 05/25/1971
[Signature] 07/24/24
Applicant's Signature Date

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

All applications are subject to a \$10.00 administrative fee and a late charge of \$10 for each license that has expired more than 30 days and an additional \$10 shall be charged for each month thereafter that the license has not been renewed.

TYPES OF ENTERTAINMENT:

\$150.00 (single/multiple events)

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

- ☐ Indoor Skating Rink
- ☐ Bowling Lanes
- ☐ Theater/Movie House
- ☐ Billiard Room(s)
- ☐ Public Firing Range
- ☐ Bottle Club

\$150.00 (annual)

(plus \$25.00 per screen)

AUTOMOBILE REPAIR AND/OR GRAVEYARD:

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

PLACES/DEALERS IN PRODUCTS:

\$200.00

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

Please contact the Code Enforcement Office to schedule an inspection (207) 284-9236

PAWNBROKER: **\$200.00**

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

ICE CREAM TRUCK VENDOR **\$75.00**

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

VENDING ON WATERWAYS **\$100.00**

OPERATING LICENSE:

☐ Victualer (no alcohol)-State Cert. Required **\$75.00**

☐ Victualer serving beer and/or wine-State Cert. Required **\$100.00**

☒ Victualer serving beer, wine and/or liquor **\$150.00**

State Cert. Required

☐ Taxicab, motorbus, public automobile **\$50.00**
(plus \$20.00 per vehicle)

☐ Massage Establishment/Therapist **\$100.00**

☐ Combined Massage Establishment/Massage Therapist **\$150.00**

☐ Adult Business **\$2,000.00**

☐ Sludge Disposal **\$50.00**

MISCELLANEOUS:

☐ Advertising (for new liquor licenses) **\$200.00**

Business License Application Disclosure: Submitting, signing and paying the applicable fees does not guarantee the issuance of a business license in the City of Biddeford.

CITY COUNCIL APPROVAL DATE (if applicable): _____

CODE ENFORCEMENT APPROVAL:
(Occupancy Permit Issued)

[Signature] *7/23/24*
LSI

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



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

Application for an On-Premises License

All Questions Must Be Answered Completely. Please print legibly.

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

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

Legal Business Entity Applicant Name (corporation, LLC): <u>The Dunn Bar Irish Pub LLC</u>	Business Name (D/B/A): <u>The Dunn Bar</u>
Individual or Sole Proprietor Applicant Name(s): <u>Christopher Danis</u>	Physical Location: <u>12 Washington Street, Biddeford</u>
Individual or Sole Proprietor Applicant Name(s): <u>Elaine Danis</u>	Mailing address, if different:
Mailing address, if different from DBA address: <u>444 Ferry Rd, Saco ME 04072</u>	Email Address: <u>edanis71@gmail.com</u>
Telephone # Fax #: <u>207-409-0025</u> /	Business Telephone # Fax #: <u>207-602-6622</u>
Federal Tax Identification Number: <u>99-4072643</u>	Maine Seller Certificate # or Sales Tax #: <u>1193-4591</u>
Retail Beverage Alcohol Dealers Permit: <u>NA/New Applicant</u>	Website address: <u>dunnbar.com</u>

1. New license or renewal of existing license? ☒ New Expected Start date: ASAP
Purchasing Existing Business ☐ Renewal Expiration Date: _____
Turnkey (Already has #) 13767

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

Food: 360K Beer, Wine or Spirits: 240K Guest Rooms: 0

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

☒ Malt Liquor (beer) ☒ Wine ☒ Spirits

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

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

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

5. Business records are located at the following address:

444 Ferry Rd, Saco, ME 04072

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

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

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

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

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

If yes, please provide details: _____

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

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

Name of Business	License Number	Complete Physical Address

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

Full Name	DOB	Place of Birth
Christopher A Danis	10/7/73	Biddeford, ME
Elaine C Danis	05/25/71	Kildare, Co Kildare Ireland

Residence address on all the above for previous 5 years

Name	Chris Danis	Address:	444 Ferry Rd, Saco, ME 04072
Name	Elaine Danis	Address:	"
Name		Address:	
Name		Address:	

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

☐ Yes ☒ No

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

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

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

TruNorth Development LLC
PO Box 343, Biddeford Pool
ME 04006

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

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

1st Floor of Building

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

Name: St. Demetrios Serbian Orthodox Church

Distance: 300 yards

Section II: Signature of Applicant(s)

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

Please sign and date in blue ink.

Dated: 7/23/2024

[Signature]
Signature of Duly Authorized Person

Christopher Danis
Printed Name Duly Authorized Person

[Signature]
Signature of Duly Authorized Person

Elaine Danis
Printed Name of Duly Authorized Person

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

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

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

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

Signature of Officials	Printed Name and Title

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

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

§653. Hearings; bureau review; appeal

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

A. The bureau shall prepare and supply application forms.

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

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

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

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

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

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

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

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

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

E. A violation of any provision of this Title;

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

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

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

A. Repealed

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

4. Repealed

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

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

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

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

Section V: Fee Schedule

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

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

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

Section VI Premises Floor Plan

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

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

See Attached



NEW COPY

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

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

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: The Dunn Bar Irish Pub LLC
2. Doing Business As, if any: The Dunn Bar
3. Date of filing with Secretary of State: 7/12/24 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

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

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Christopher Davis	444 Ferry Rd, Saco ME	10/7/73	Member	49 %
Elaine Davis	"	05/25/71	Member	51 %

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

OCT 1

pd \$10-
7/31/24

CITY OF BIDDEFORD BUSINESS LICENSE APPLICATION

BUSINESS NAME: Apero

Business Address: 20 Alfred Street Suite 102 Map _____ Lot _____

Mailing Address: 12 Sokokis Road Biddeford ME 04005

Business Telephone Number: 207.210.3846

Email Address: apero@biddeford@gmail.com

OWNER/OPERATOR: Mare Grasser

Home Physical Address: 12 Sokokis Rd Biddeford, ME 04005

Home Mailing Address: " _____ "

Home Telephone Number: 207.210.3846

Applicant(s) Date of Birth: 12/24/1992

Mare Grasser

Applicant's Signature

7/31/24

Date

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

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- ☐ Circus/Carnival

☐ Playhouse/Play

- ☐ Indoor Skating Rink
- ☐ Bowling Lanes
- ☐ Theater/Movie House
(plus \$25.00 per screen)
- ☐ Billiard Room(s)

\$150.00 (annual)

- ☐ Public Firing Range
- ☐ Bottle Club

AUTOMOBILE REPAIR AND/OR GRAVEYARD:

- ☐ Automobile Repair Garage for maintenance
- ☐ Automobile Graveyard

\$75.00

\$200.00

PLACES/DEALERS IN PRODUCTS:

\$200.00

- ☐ Secondhand Dealers
- ☐ Dealers in gold jewelry, etc.
- ☐ Antique Dealer

- ☐ Flea Market (for 20 tables; \$5 per add'l table)
- ☐ Junk Dealer/Recycling

Please contact the Code Enforcement Office to schedule an inspection (207) 284-9236

PAWNBROKER:	\$200.00
VENDOR ON A PUBLIC PLACE:	\$50.00
ICE CREAM TRUCK VENDOR (must show proof of at least \$500,000 liability insurance)	\$75.00
VENDING ON WATERWAYS	\$100.00
OPERATING LICENSE:	
☐ Victualer (no alcohol)-State Cert. Required	\$75.00
☐ Victualer serving beer and/or wine-State Cert. Required	\$100.00
☒ Victualer serving beer, wine and/or liquor State Cert. Required	\$150.00
☐ Taxicab, motorbus, public automobile (plus \$20.00 per vehicle)	\$50.00
☐ Massage Establishment/Therapist	\$100.00
☐ Combined Massage Establishment/Massage Therapist	\$150.00
☐ Adult Business	\$2,000.00
☐ Sludge Disposal	\$50.00
MISCELLANEOUS:	
☒ Advertising (for new liquor licenses)	\$200.00

Business License Application Disclosure: Submitting, signing and paying the applicable fees does not guarantee the issuance of a business license in the City of Biddeford.

CITY COUNCIL APPROVAL DATE (if applicable): _____

CODE ENFORCEMENT APPROVAL: _____
(Occupancy Permit Issued)

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



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

Application for an On-Premises License

All Questions Must Be Answered Completely. Please print legibly.

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

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

Legal Business Entity Applicant Name (corporation, LLC): Apero LLC	Business Name (D/B/A):
Individual or Sole Proprietor Applicant Name(s): Marie Grasser	Physical Location: 20 Alfred Street, Suite 102 Biddeford, Maine 04005
Individual or Sole Proprietor Applicant Name(s): Sophia Normantas	Mailing address, if different: 12 Sokokis Road, Biddeford, Maine 04005
Mailing address, if different from DBA address:	Email Address: aperobiddeford@gmail.com
Telephone # Fax #: 207.210.3846	Business Telephone # Fax #: 207.210.3846
Federal Tax Identification Number: 99-4217125	Maine Seller Certificate # or Sales Tax #: *waiting on state
Retail Beverage Alcohol Dealers Permit:	Website address: *Coming soon will be aperomaine.com

1. New license or renewal of existing license? ☒ New Expected Start date: 10/01/2024
☐ Renewal Expiration Date: _____

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

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

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

☒ Malt Liquor (beer) ☒ Wine ☒ Spirits

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

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

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

5. Business records are located at the following address:

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

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

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

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

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

If yes, please provide details: _____

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

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

Name of Business	License Number	Complete Physical Address

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

Full Name	DOB	Place of Birth
Marie Grasser (Normantas)	12/24/1992	Portland, Maine
Sophia Normantas	02/05/2000	Portland, Maine

Residence address on all the above for previous 5 years

Name	Address:
Marie Grasser	12 Sokokis Road Biddeford, ME & 51 River Road Windham ME
Name	Address:
Sophia Normantas	1 Windmill Point, Biddeford ME
Name	Address:
Name	Address:

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

☐ Yes ☒ No

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

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

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

Legion LLC, Alexander Fabish, 275 Main Street, Biddeford Maine

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

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

Inside the premise will be as follows: fixed 10-seat bar,
4-5 tables of 4, lounge set not to exceed 40 chairs.
Compact commercial kitchen with fridge, (3) bay sink, hand wash
sink, produce + mop sink + dishwasher + prep area with shelving.

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

Name: Synaxis of Serbian Saints Orthodox Church

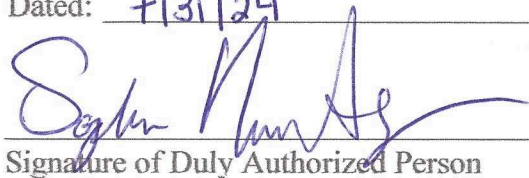
Distance: 0.2 miles

Section II: Signature of Applicant(s)

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

Please sign and date in blue ink.

Dated: 7/31/24


Signature of Duly Authorized Person

Sophia Normantas
Printed Name Duly Authorized Person


Signature of Duly Authorized Person

Marie Grasser
Printed Name of Duly Authorized Person

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

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

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

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

Signature of Officials	Printed Name and Title

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

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

§653. Hearings; bureau review; appeal

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

A. The bureau shall prepare and supply application forms.

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

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

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

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

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

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

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

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

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

E. A violation of any provision of this Title;

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

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

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

A. Repealed

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

4. Repealed

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

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

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

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

Section V: Fee Schedule

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

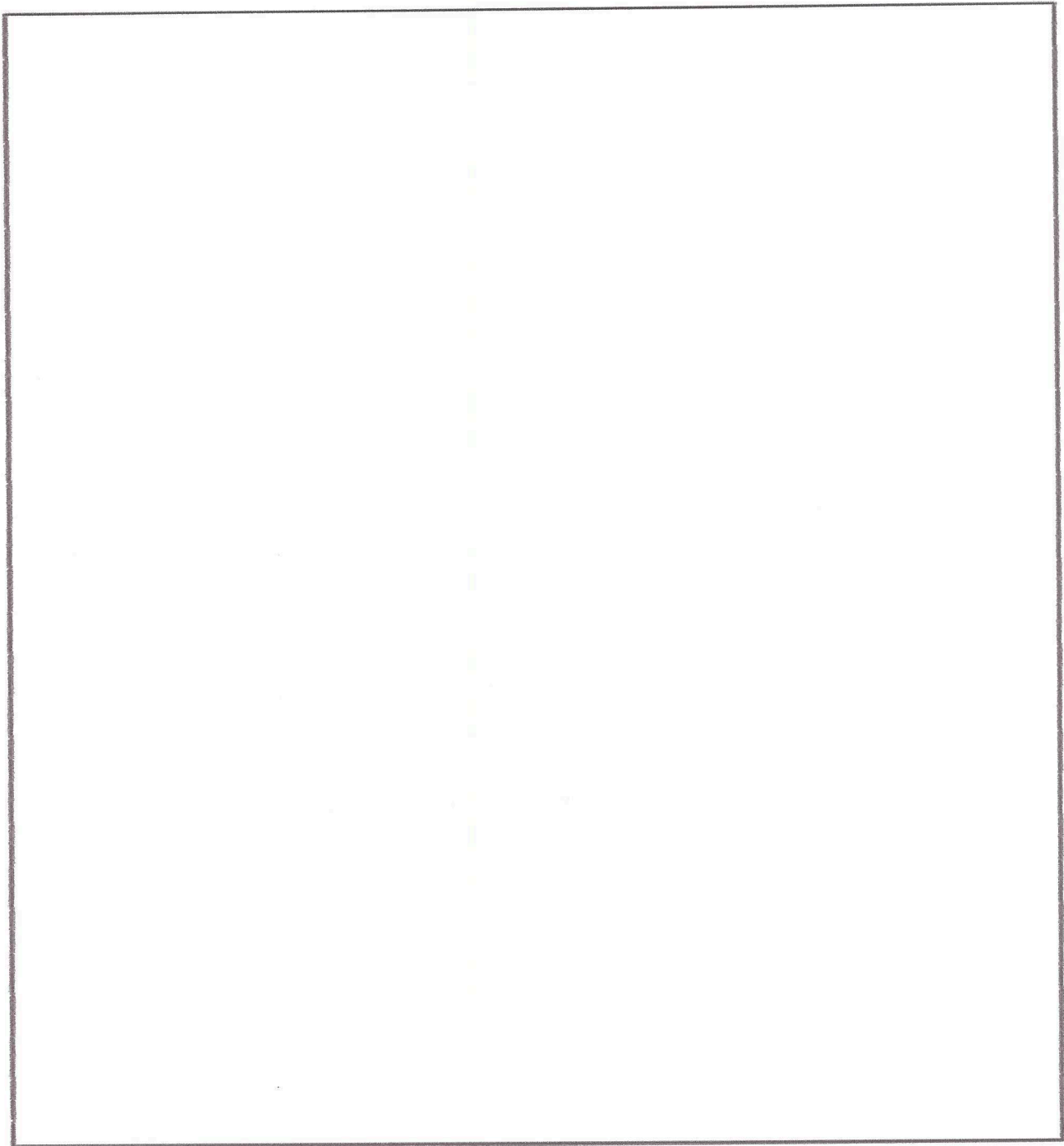
Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together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

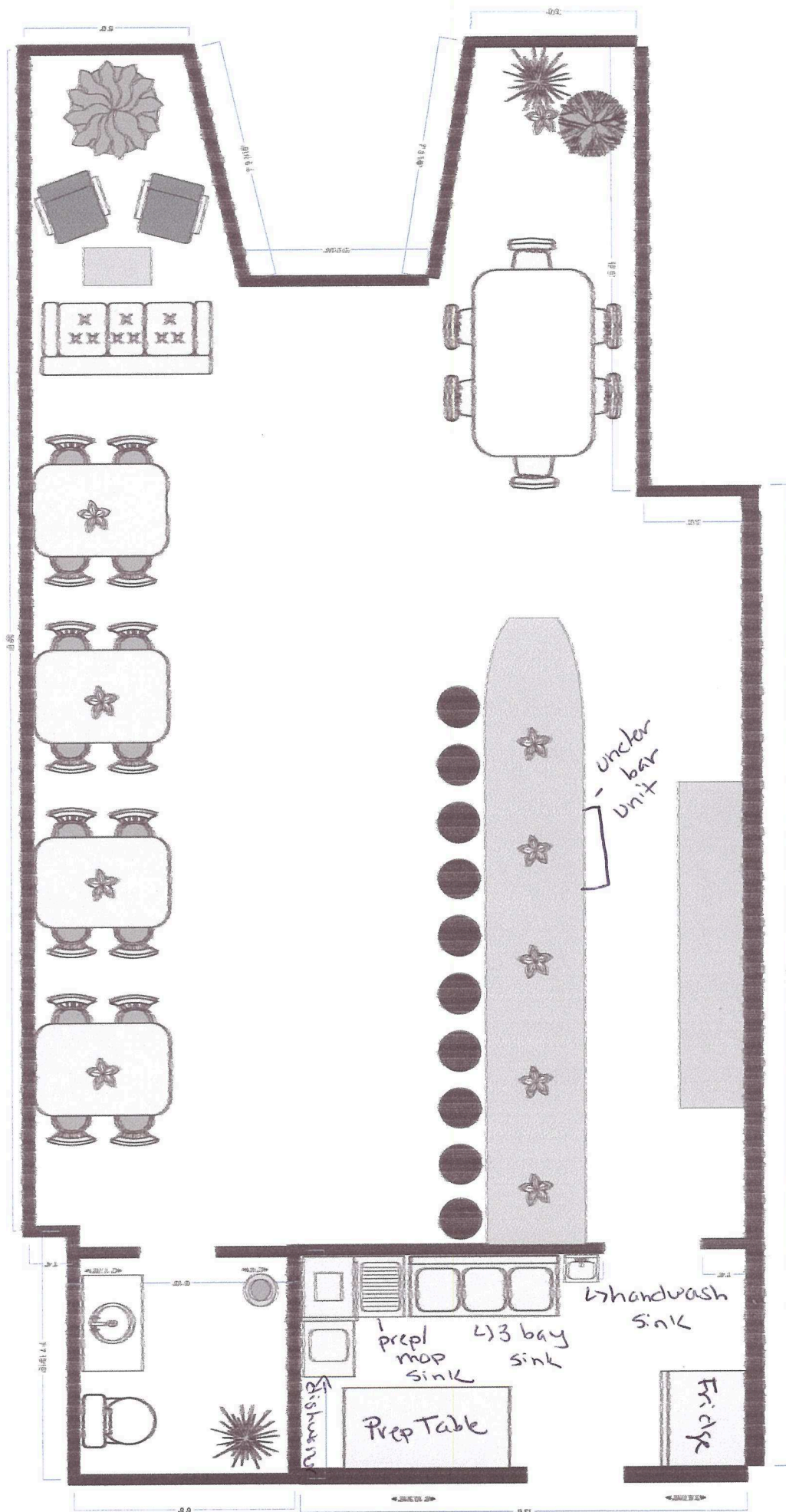
Class of License	Type of liquor/Establishments included	Fee
Class I	For the sale of liquor (malt liquor, wine and spirits) This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis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

Section VI Premises Floor Plan

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

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





APÉRO

CRAFT COCKTAILS

bean there done that \$15

van gogh double espresso vodka. kahlua.
chocolate bitters. chilled espresso.

the bourbon berry \$16

woodford reserve bourbon. sour lemon.
fresh strawberry puree. egg whites.

sheila likes tequila \$15

blanco tequila. spicy pink fire syrup.
sour lemon. agave. pink salt rim.

the little sister \$14

van gogh vodka. aperol. sweet lemon.
pomegranate. prosecco float.

I'm just a traveller \$16

buffalo trace traveller whiskey. lime juice.
apple cider. cinnamon simple.
regatta ginger beer.

pour decsions \$16

teremana reposado tequila. luxardo cherry.
muddled blood orange. vanilla simple.
angostura bitters.

la vie en rosé \$15

empress 1908 rose gin. raspberry puree.
lemon juice. rosé bubbles.

the big sister \$16

van gogh vanilla vodka. chilled espresso.
heavy cream. egg white. tiramisu foam.

grow a pear \$14

van gogh vodka. amaretto. pear elixir. honey.
cardamom bitters.

for figs sake \$15

banks & solander fig gin. fresh fig.
thyme simple. lemon. regatta ginger beer.

APÉRO

CHARCUTERIE

date night \$24

brie, manchego, cheddar,
sopressata,
grapes, marcona almonds, fig jam,
cranberry & almond crisps, rosemary crackers.

life is gouda \$32

brie, goat cheese, cheddar, gouda,
prosciutto, sopressata,
grapes, marcona almonds, fig jam,
cranberry & almond crisps, rosemary crackers.

you cheddar believe it \$39

brie, goat cheese, cheddar, gouda, creamy tuscano
prosciutto, sopressata, chorizo
grapes, marcona almonds, fig jam,
cranberry & almond crisps, rosemary crackers, rustic bakery
flatbread crackers.

brocc 'n roll \$18

shovel and spoon hummus
carrots, celery, broccoli, peppers, cucumbers.

i just want bread \$19

bread & friends local selection,
sea salted butter, lavender honey butter,
chive & onion butter.

LOCAL DESSERT SELECTION

*Please be aware menu items may contain or come into contact with common allergens such as wheat, eggs, dairy, soy, beans, peanuts, tree nuts, & other assorted nuts. please inform our staff of any allergies & inquire for more information.

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

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

All Questions Must Be Answered Completely. Please print legibly.

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

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

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Marie Grasser	12 Sokokis Road Biddeford Maine	12/24/1992	Owner	50.0000
Sophia Normantas	1 Windmill Point Biddeford Maine	02/05/2000	Owner	50.0000

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

Please contact the Code Enforcement Office to schedule an inspection (207) 284-9236

CITY OF BIDDEFORD BUSINESS LICENSE APPLICATION

BUSINESS NAME: POP'S TAVERN

Business Address: 13 BACON ST #101 Map Lot

Mailing Address: 5 Beech Plum DR O.O.B ME 04064

Business Telephone Number: 207-282-9627

Email Address: N/A

OWNER/OPERATOR: DANA R BAILEY

Home Physical Address: 5 Beech Plum DR O.O.B ME 04064

Home Mailing Address: SAME

Home Telephone Number: 207-286-5066

Applicant(s) Date of Birth: 9-4-71

 9-7-21
Applicant's Signature Date

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

All applications are subject to a \$10.00 administrative fee and a late charge of \$10 for each license that has expired more than 30 days and an additional \$10 shall be charged for each month thereafter that the license has not been renewed.

TYPES OF ENTERTAINMENT:

\$150.00 (single/multiple events)

- ☐ Concert
- ☐ Exhibitions (live performances)
- ☐ Circus/Carnival

- ☐ Playhouse/Play

- ☐ Indoor Skating Rink
- ☐ Bowling Lanes
- ☐ Theater/Movie House
(plus \$25.00 per screen)
- ☐ Billiard Room(s)

\$150.00 (annual)

- ☐ Public Firing Range
- ☐ Bottle Club

AUTOMOBILE REPAIR AND/OR GRAVEYARD:

- ☐ Automobile Repair Garage for maintenance
- ☐ Automobile Graveyard

\$75.00

\$200.00

PLACES/DEALERS IN PRODUCTS:

\$200.00

- ☐ Secondhand Dealers
- ☐ Dealers in gold jewelry, etc.
- ☐ Antique Dealer

- ☐ Flea Market (for 20 tables; \$5 per add'l table)
- ☐ Junk Dealer/Recycling

Please contact the Code Enforcement Office to schedule an inspection (207) 284-9236

PAWNBROKER:

\$200.00

VENDOR ON A PUBLIC PLACE:

\$50.00

ICE CREAM TRUCK VENDOR

\$75.00

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

VENDING ON WATERWAYS

\$100.00

OPERATING LICENSE:

☐ Victualer (no alcohol)-State Cert. Required **\$75.00**

☒ Victualer serving beer and/or wine-State Cert. Required **\$100.00**

☐ Victualer serving beer, wine and/or liquor **\$150.00**

State Cert. Required

☐ Taxicab, motorbus, public automobile **\$50.00**
(plus \$20.00 per vehicle)

☐ Massage Establishment/Therapist **\$100.00**

☐ Combined Massage Establishment/Massage Therapist **\$150.00**

☐ Adult Business **\$2,000.00**

☐ Sludge Disposal **\$50.00**

MISCELLANEOUS:

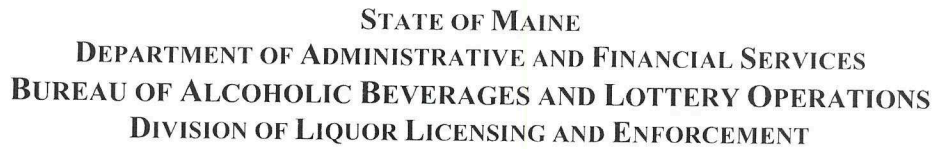
☒ Advertising (for new liquor licenses) **\$200.00**

Business License Application Disclosure: Submitting, signing and paying the applicable fees does not guarantee the issuance of a business license in the City of Biddeford.

CITY COUNCIL APPROVAL DATE (if applicable): _____

CODE ENFORCEMENT APPROVAL: _____
(Occupancy Permit Issued)

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



All Questions Must Be Answered Completely. Please print legibly.

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

Legal Business Entity Applicant Name (corporation, LLC): POPS TAVERN L.L.C	Business Name (D/B/A):
Individual or Sole Proprietor Applicant Name(s): DANA REMI BAILEY	Physical Location: 13 BACON ST. #101, BIDDEFORD
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different: ME 04005
Mailing address, if different from DBA address: 5 Beech Plum DR D.O.B ME 04064	Email Address: POPS TAVERN 2@gmail.com
Telephone # Fax #: 207-286-5066	Business Telephone # Fax #: 207-282-9627
Federal Tax Identification Number: 84-2373756	Maine Seller Certificate # or Sales Tax #: 1201928
Retail Beverage Alcohol Dealers Permit:	Website address: N/A

1. New license or renewal of existing license? ☒ New Expected Start date: 9-1-24
☐ Renewal Expiration Date: _____
2. The dollar amount of gross income for the licensure period that will end on the expiration date above:
Food: 5,000.00 Beer, Wine or Spirits: 215,000.00 Guest Rooms: _____
3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)
☒ Malt Liquor (beer) ☐ Wine ☐ Spirits

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

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

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

5. Business records are located at the following address:

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

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

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

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

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

If yes, please provide details: _____

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

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

Name of Business	License Number	Complete Physical Address

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

Full Name	DOB	Place of Birth
DANA REMI BAILEY	09-04-71	PORTLAND, ME

Residence address on all the above for previous 5 years

Name	Address: 5 Beech Plum DR. O. OR, ME 04064
Name	Address:
Name	Address:
Name	Address:

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

☐ Yes ☒ No

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

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

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

CENTURION PROPERTY MANAGEMENT BIDD, ME

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

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

APPROXIMATELY 650SF OF A WRAP AROUND BAR WITH BARSTOOL
along with TABLES + CHAIRS for seating within; includes
Two Rest Rooms AND BASEMENT ACCESS for STORAGE.

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

Name: Anchor Baptist Church

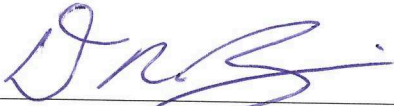
Distance: 0.20

Section II: Signature of Applicant(s)

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

Please sign and date in blue ink.

Dated: 8-5-24



Signature of Duly Authorized Person

DANA Remi Bailey

Printed Name Duly Authorized Person

Signature of Duly Authorized Person

Printed Name of Duly Authorized Person

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

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

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

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

Signature of Officials	Printed Name and Title

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

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

§653. Hearings; bureau review; appeal

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

A. The bureau shall prepare and supply application forms.

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

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

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

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

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

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

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

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

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

E. A violation of any provision of this Title;

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

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

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

A. Repealed

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

4. Repealed

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

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

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

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

Section V: Fee Schedule

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

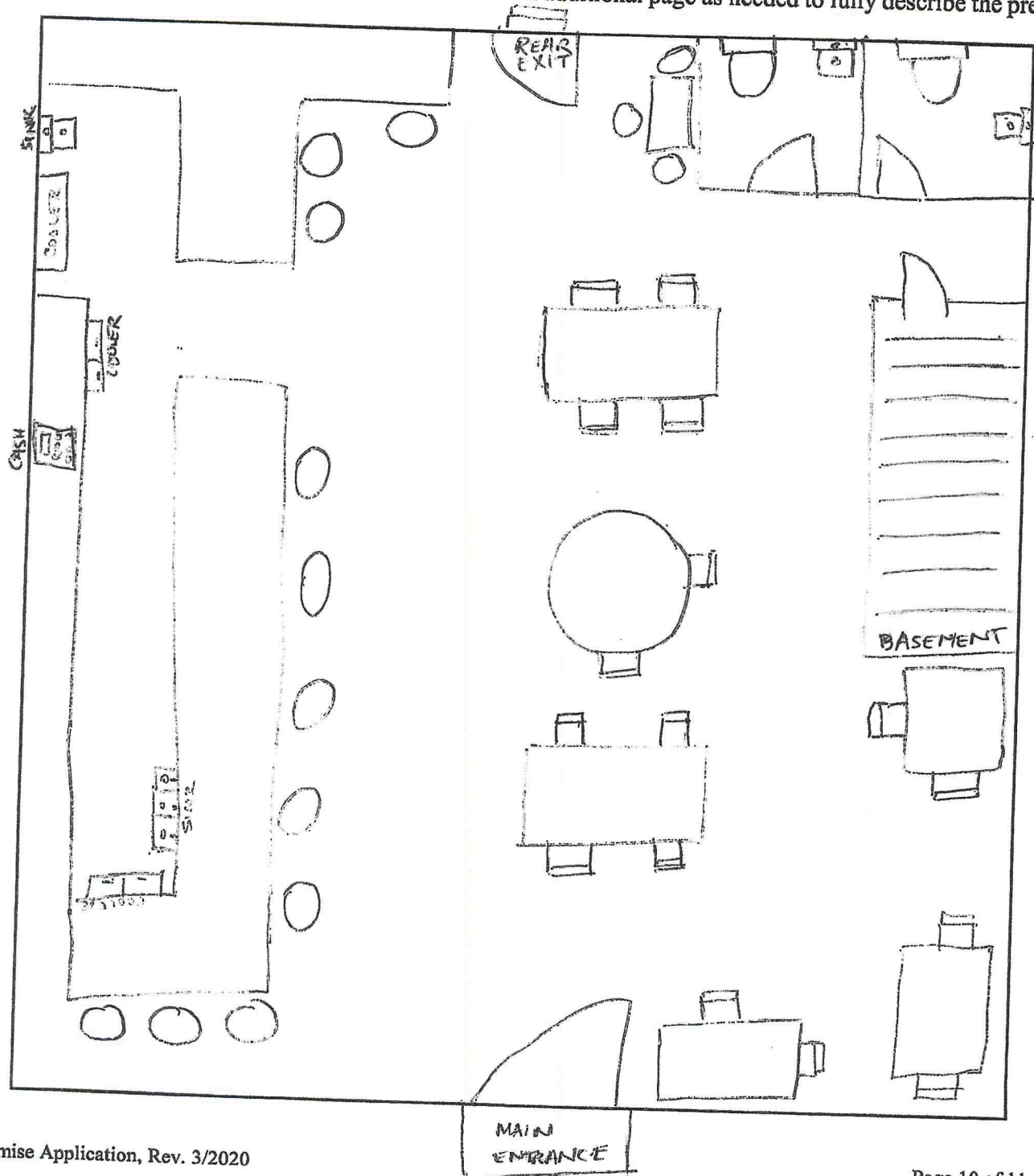
Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together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

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

Section VI Premises Floor Plan

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

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



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

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

All Questions Must Be Answered Completely. Please print legibly.

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

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

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership

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

City of Biddeford

City Council

August 6, 2024 at 6:00 PM

City Hall Council Chambers & Zoom

1. Roll Call

Council President LaFountain - present

Councilor Lessard - present

Councilor Ortiz - excused

Councilor Emhiser - excused

Councilor Whiting - present

Councilor Beaupre - present

Councilor Gross - present

Councilor Belanger -present

Councilor Doughty - excused

2. Pledge of Allegiance

3. Adjustment(s) to Agenda - add executive session at the end of the agenda

4. Proclamation

4.a National Night Out

Mayor Grohman read the proclamation.

5. Appointments

5.a 2024.121 Approval/Mayoral Appointments to Citizens Committees

Motion: Councilor Belanger

Second: Councilor LaFountain

Vote: Unanimous in favor.

Motion passed.

5.b 2024.122 Approval/MMA Ballot

Motion: Councilor Belanger

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

6. Presentation

6.a Seeds of Hope Overnight Center Update

Executive Director Vassey Fowler gave an update on the past few weeks.

6.b Development Project Update presented by the Planning Department

Planning and Development Director, George Gervias reviewed 17 projects in progress.

7. Public Addressing the Council

Staff – Public Works Director Jeff Demers thanked the Planning Department for their teamwork.

One citizen commented on the proposed 5 points development and asked the Council to consider the parking lot potential and housing locations.

8. Consideration of Minutes

8.a Council Minutes 7-16-24

Motion: Councilor Whiting

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

8.b Council Minutes 7-23-24

Motion: Councilor Whiting

Second: Councilor LaFountain

Vote: Unanimous in favor.

Motion passed.

9. Orders of the Day

9.a 2024.124 Approval Demolition Fees

Motion: Councilor LaFountain

Second: Councilor Whiting

Vote: Unanimous in favor.

Councilor LaFountain commented that this was unanimous in the Policy Committee.

Motion passed.

9.b 2024.125 Approval FMI pump station upgrade.

Motion: Councilor Beaupre

Second: Councilor Lessard

Public Works Director Jeff Demers reviewed the proposal.

Councilor Lessard spoke in favor of the item and complimented Public Works on their initiative.

Councilor Belanger – the source of the funds should be in the order.

Councilor Belanger – motion to amend add “\$555,000 was reserved in ARPA funds in FY23, \$200,000 out of the Wastewater bonds, for an amount not exceeding \$750,000.”

Second: Councilor Lessard.

Vote on the amendment: Unanimous in favor.

Amendment passed.

Vote on the order as amended: Unanimous in favor.

Motion passed.

9.c 2024.126 Approval Portable Bypass Pump

Motion: Councilor LaFountain

Second: Councilor Lessard

Councilor Belanger – motion to amend add “funding to come from CSO Abatement Work 23CSO01”

Second: Councilor Lessard

Vote on the amendment: Unanimous in favor.

Amendment passed.

Vote on the order as amended: Unanimous in favor.

Motion passed.

9.d 2024.127 Approval/Avesta Housing Indian Cliff Development Corp CZ 23

Motion: Councilor LaFountain

Second: Councilor Lessard

Councilor Belanger will review the contract.

Vote: Unanimous in favor.

Motion passed.

9.e 2024.128 Approval/Westbrook Development Corporation CZ 24

Motion: Councilor LaFountain.

Second: Councilor Lessard

Councilor Belanger will review the contract.

Vote: Unanimous in favor.

Motion passed.

9.f 2024.131 Approval/Lead bid - 154 Cleaves St.

Motion: Councilor LaFountain

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

10. Public Addressing the Council

One citizen spoke about the unhoused population gathering in front of the library.

11. City Manager Report ; COO Brian Phinney reported

Kudos to Public Works for arriving very early in the morning to remove or repair the damaged planters.

He provided an update on the Berry Dunn progress.

12. Other Business - None

13. Council President Addressing the Council - Council President did not address the Council

14. Mayor Addressing the Council

Mayor Grohman gave an update on the school construction. Adult Ed has received a grant to train 70 students for clean energy jobs. The City website has information about current RFPs. The Mayor will throw the first pitch at the Portland Seadogs game tomorrow night.

15. Executive Session – MRS 1 405 6 (a) Personnel Matters

Motion to enter the Executive Session at 7:37 pm

Second: Councilor Whiting.

Vote: Unanimous in favor.

Motion passed

Councilor Belanger - motion to come out of Executive Session at 8:04 pm

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

16. Adjourn

Councilor Belanger – motion to adjourn at 8:04 pm

Second: Councilor Lessard

Vote: Unanimous in favor.

Meeting adjourned.



City Council

Meeting Date: August 20, 2024
Meeting Time: 6:00 PM
Agenda Item No: 9.a
Item Description: 2024.124 Approval Demolition Fees
Submitted By: Roby Fecteau

Supporting Information/Documentation:

2024.124 DEMO FEE order attest

Key Terms:

Executive Summary:

Currently, the cost of a demolition permit is a \$60.00 application fee and a \$50.00 permit fee. To become in line with the building permit fee, city staff is proposing the same language that is currently in the ordinance for construction projects of less than \$5,000. Also added demolition to item one. All our permit sheets include demolition. The Chief Operating Officer wanted it added as a clarification

Detailed Review:

Sec. 18-61 Permit fee schedule.

[Ord. No. 2002.10, 2-5-2002; amended 6-1-2010 by Ord. No. 2010.44; 7-5-2011 by Ord. No. 2011.32; 6-3-2014 by Ord. No. 2014.40; 6-6-2017 by Ord. No. 2017.52]

Effective July 1, 2017, Building Permit Fee Schedule.

(1) Building/Demolition permit application fee: \$60.

(2) Minimum building permit fee: \$40.

(3) Construction permits, per thousand dollars of value (after square footage is calculated): \$14.35.

a. For projects of \$5,000 or less, permit fees shall be waived. This does not include the application fee for processing.

b. Exception: Projects started without proper permits shall pay double permit fees. The application fee shall not be doubled.

(4) Reinspection fee: \$50.

(5) Swimming pools:

a. Aboveground: \$50.

b. Inground: \$100.

(6) Demolition permit: \$50.

a. For structures with less than a \$5,000 tax assessment, fee shall be waived. This does not include the application fee for processing.

(7) Renewal permits, per thousand dollars of value prorated to remaining value of structure: \$14; minimum fee of \$40.

(8) Certificate of occupancy (not related to building permit): \$50.

(9) Letters to attorneys, realtors, brokers, etc.: \$25.

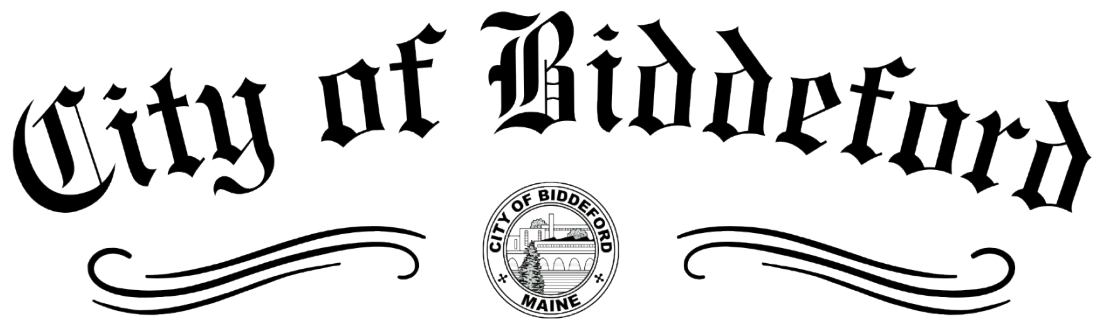
(10) Sign permits: \$50 per sign.

(11) Zoning Board of Appeals: application fee of \$100, plus first class postage per abutter within 200 feet, plus publication costs.

Funding Source:

Staff Recommendation:

Policy approved on July 22, 2024



2024.124 IN BOARD OF CITY COUNCIL... August 6, 2024

BE IT ORDERED, that the City Council of the City of Biddeford that the Code of Ordinances, Chapter 18, BUILDINGS AND BUILDING REGULATIONS, Article II-Buildings, Division 3-Permits: Fee Schedule, Sec. 18-61 Permit fee schedule, is amended by adding or ~~deleting~~ to read as follows:

Sec. 18-61 Permit fee schedule.

[Ord. No. 2002.10, 2-5-2002; amended 6-1-2010 by Ord. No. 2010.44; 7-5-2011 by Ord. No. 2011.32; 6-3-2014 by Ord. No. 2014.40; 6-6-2017 by Ord. No. 2017.52]

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(9) Letters to attorneys, realtors, brokers, etc.: \$25.

(10) Sign permits: \$50 per sign.

(11) Zoning Board of Appeals: application fee of \$100, plus first class postage per abutter within 200 feet, plus publication costs.

August 6, 2024

Motion: Councilor LaFountain

Second: Councilor Whiting

Vote: Unanimous in favor.

Motion passed.

August 20, 2024

Attest by: _____
Robin Patterson, City Clerk



City Council

Meeting Date: August 20, 2024

Meeting Time: 6:00 PM

Agenda Item 9.b

No:

Item 2024.127 Approval/Avesta Housing Indian Cliff Development Corp CZ 23

Description:

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

Supporting Information/Documentation:

Application 23 Contract Zone, Council Order - CZ#23 2nd, Contract Zone 23 INDIAN CLIFF
AVESTA unsigned FINAL for City Council 8-20-2024

Key Terms:

LMI = Low / Moderate Income

Executive Summary:

Indian Cliff Development Corporation is seeking a Contract Zone (#23) to subdivide approximately seven (7) acres, from a 55.94-acre parcel, into nine (9) lots, for the creation of a 46-unit, LMI senior housing development; the creation of seven (7) lots for single/two-family homes; and one (1) lot for stormwater detention.

Detailed Review:

Request for Consideration for Contract Zone (#23) Pursuant to the City's Code of Ordinances, Part III Land Use Regulations, Article V, Section 9 (Contract Zones) for Indian Cliff Development Corporation to Subdivide approximately seven (7) acres of a 55.94-acre parcel. The proposed parcels are located within the I-3 zoning district and the R-3 district. The proposed lots will be served by public sewer and water. The largest of the lots, approximately 2-acres +/- is proposed to be utilized by Avesta Housing as a 46-unit LMI senior housing development.

Funding Source:

N/A

Staff Recommendation:

Staff recommends approval of the proposed Contract Zone (#23) for the Indian Cliff Development Corporation (Mike Eon). The proposed Contract Zone, Site Plan (Avesta Housing) and Subdivision Plan have been reviewed at the Planning Board and received preliminary approval. This proposal is in keeping with the Council's desire to provide LMI housing within the City. The proposal is in keeping with the City's Comprehensive Plan and is being proposed in an identified growth area. The proposal is also in keeping with the adjacent 250-unit Reveler Properties (formerly Saxon) residential development. Final Board review is scheduled for Wednesday, August 7, 2024 and it is anticipated that the projects will receive their final approval. Avesta Housing's goal is to receive all their municipal and state approvals by August 23rd, to be eligible to apply for Maine Housing's annual funding round in September 2024. Due to this time constraint, Staff is requesting the City Council approve the first reading of the contract zone, subject to the Planning Board granting final approval of Contract Zone #23.

REQUEST FOR CONSIDERATION AND APPLICATION FOR
CONTRACT ZONE
PURSUANT TO ARTICLE V, SECTION 9 OF
THE ZONING ORDINANCE OF
THE CITY OF BIDDEFORD

To: Biddeford City Council
c/o David Galbraith, Planner
City of Biddeford, Maine

Applicant: Indian Cliff Development Corp.
P. O. Box 444
Biddeford, ME 04005

Project Developer: Indian Cliff Development Corp.
P. O. Box 444
Biddeford, ME 04005

AVESTA Housing Development Corporation
307 Cumberland Avenue
Portland, ME 04101

Location of Property: Barra Road
Biddeford, Maine 04005 (the "Property")

Current Zoning: I-3 District & R-3 District

Proposed Zoning: Contract Zone #_____

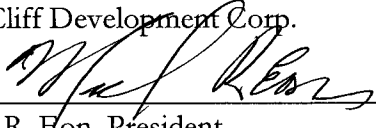
General Outline: The Applicant hereby makes application to the City of Biddeford for a zoning amendment pursuant to the Contract Zoning provisions contained in Article V, Section 9 of the Zoning Ordinance of the City of Biddeford. The Applicant is the owner of a parcel of land adjacent to and near the current terminus of Barra Road containing approximately 55.94 acres. Of that land, the Applicant and Project Developer wish to develop 7 acres, more or less, into 8 lots, one of which is to be developed by the Project Developer for 46 units of elderly affordable housing, 6 lots for single family/duplex housing and 1 lot to be non-buildable and to be dedicated to providing drainage and other infrastructure improvements. Currently the Property is undeveloped land to which public sewer and public water services are available as well as electrical and natural gas service, through extension from existing installations. The Project Developer intends to create approximately 46 units of elderly housing in one building. The residential units shall be single bedroom units. Density shall be no less than 1500 square feet per unit. There shall be a total of 35 parking spaces in the elderly affordable housing project which is .76 spaces for each unit of housing. The housing contemplated is intended to provide additional units of affordable housing in accordance with the Project Developer's organizational mission.

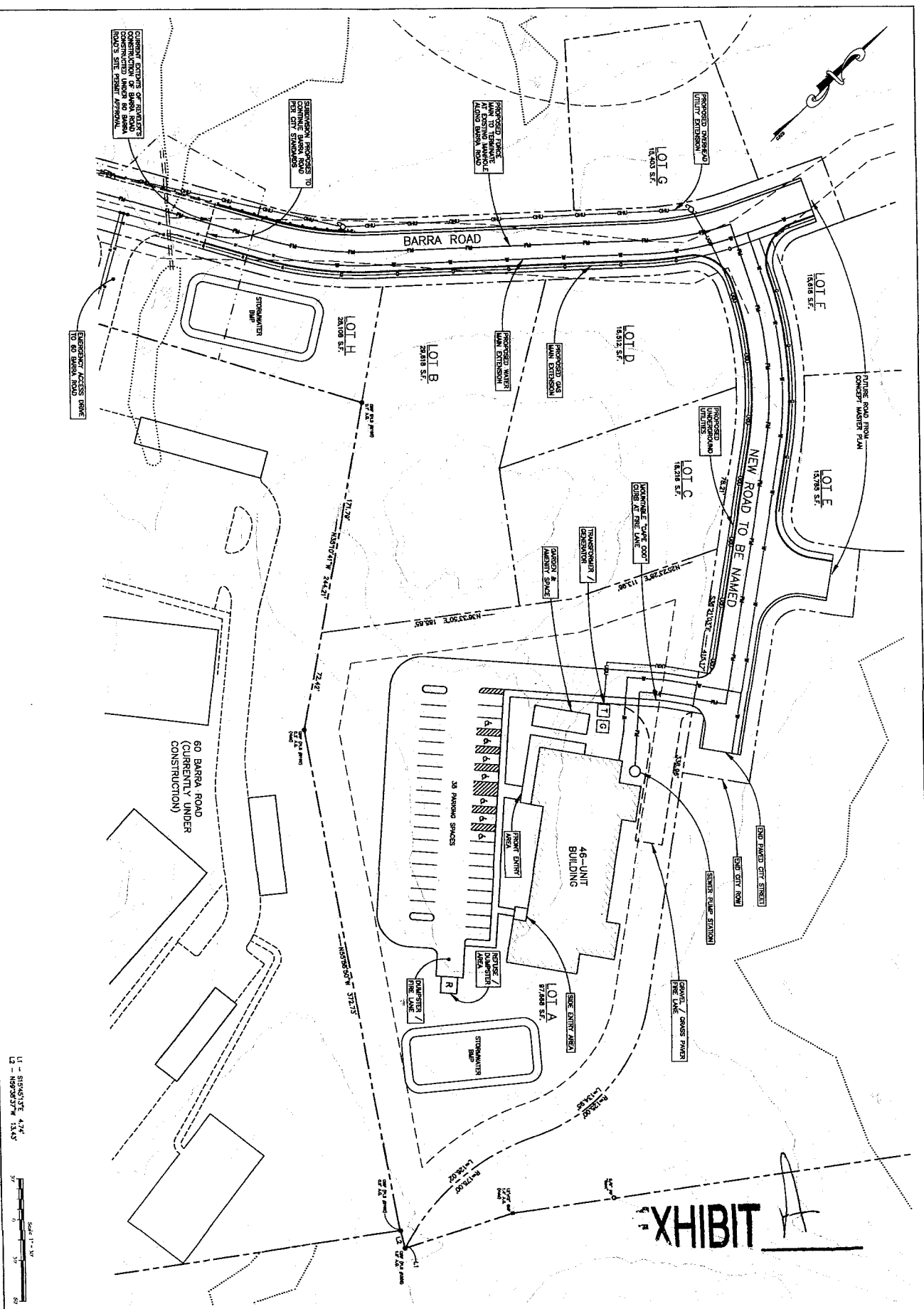
- A. Attached hereto as Exhibit A is a plan prepared entitled "CONCEPT PLAN, Avesta Biddeford, Barra Road, Biddeford, Maine" by BH2M Inc. dated March, 2024, which is a preliminary conceptual plan of the lot divisions planned by Applicants and improvements and parking planned by Project Developer. The requested Contract Zone applies to Lot A on said plan.
- B. The names and mailing address of the Applicant appears above. The primary contact person for this project is Michael R. Eon. His telephone number is 207-283-3000.
- C. Currently the property is located in the R-3 zone.
- D. As stated above, the property is currently unimproved. It is proposed to amend the current zoning ordinance on a contract basis to allow certain residential uses on the Property which are not currently not allowed. The Property is located in the R-3 zone and the intended use as residential housing is allowed in said zone. However, the minimum lot size in the R-3 zone is 15,000 square feet for the first 2 Units and 6000 square feet for each additional unit. The Applicant is requesting that the minimum lot size for this project be reduced to no less than 1500 square feet per unit as is allowed in the adjacent contract zone and height requirements will be no more than 60 feet as allowed in the adjacent zone. The front, side and rear minimum setbacks would be 25 feet and the minimum frontage would be 50 feet. The anticipated zone change is consistent with the City of Biddeford's Comprehensive Plan as the City has developed since the current Comprehensive Plan adopted in 1999, and the current discussions involving amendments to the Comprehensive plan. Biddeford has a greater percentage of persons renting housing instead of owning housing than other municipalities in the area. For this reason rental housing is to be encouraged. It is to be noted that the adjacent property is part of Contract Zone #18, which was created to allow the development of work force housing and that the proposed use is consistent with such adjacent use.

It is requested that the City Planner consult with the Code Enforcement Officer of the City of Biddeford and develop a recommendation for consideration at a regular City Council meeting. Following that, the Applicants look forward to the recommendation of the City Council that the Planning Board proceed with further review of the Project in order to develop a zoning contract.

Dated at Biddeford, Maine this 29th day of March, 2024.

Indian Cliff Development Corp.

By: 
Michael R. Eon, President



EXHIBIT

[illegible]

City of Biddeford



2024.127 **IN BOARD OF CITY COUNCIL August 6, 2024 BE IT ORDAINED**, by the City Council of the City of Biddeford, hereby approves the Contract Zone #23 (attached) requested by the Indian Cliff Development Corporation, to subdivide approximately seven (7) acres, from a 55.94-acre parcel, into nine (9) lots, for the creation of a 46-unit, LMI senior housing development; the creation of seven (7) lots for single/two-family homes; and one (1) lot for stormwater detention, pursuant to the City's Code of Ordinances, Part III Land Use Regulations, Article V, Section 9 (Contract Zones) as illustrated on the attached Exhibit A.

August 6, 2024

Motion: Councilor LaFountain.

Second: Councilor Lessard

Councilor Belanger will review the contract for edits.

Vote: Unanimous in favor.

Motion passed.

Attest by: _____
Robin Patterson, City Clerk

CONTRACT ZONE # 23 AGREEMENT
INDIAN CLIFF DEVELOPMENT CORPORATION
In Partnership with AVESTA HOUSING
9-Lot Subdivision on Barra Road and Trailside Way (new roadway)
(Tax Map 7, Lot 15)

THIS CONTRACT ZONE AGREEMENT is entered into effective the ____ day of _____, 2024, by and between, Indian Cliff Development Corporation, Mike Eon – President (collectively and together with their successors and assigns, the “Developer”), and the City of Biddeford, a body corporate and politic located in Biddeford, Maine (the “City”).

RECITALS:

WHEREAS, Indian Cliff Development Corporation, is the owner of a certain lot or parcel of land, approximately 55.94-acres in area located at the terminus of Barra Road, more commonly referenced as Tax Map 7, Lot 15. The Developer is seeking to subdivide approximately seven (7) acres, into nine (9) lots, for: the creation of a 46-unit, low/moderate Income (“LMI”) senior housing development; the creation of seven (7) lots for single/two-family homes; and one (1) lot for stormwater detention, pursuant to the City’s Code of Ordinances, Part III Land Use Regulations, Article V, Section 9 (Contract Zones) as illustrated on Exhibit A (Concept Subdivision).

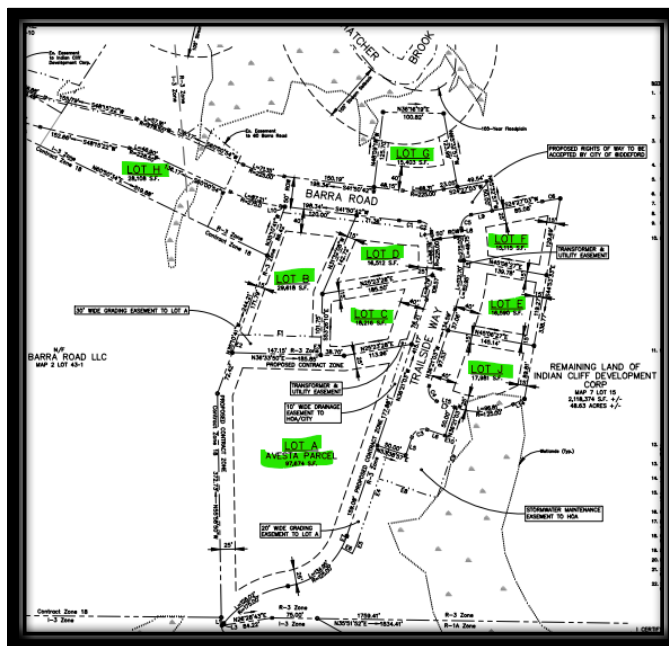


Exhibit A – Concept Subdivision

Total Lot Area: 55.94-acres
Subdivided Parcel: 7-acres
Proposed Lots: 9 lots
Lot A: Avesta Housing
2.2-acres, 46-units.

Lots B through G and Lot J:
Single-family or 2-family (duplex) lots.

Lot H:
Stormwater Management and access easements granted to Reveler (Formerly Saxon) for development of the 60 Barra Road project (Contract Zone #18 - Indian Cliff Development).

WHEREAS, the Developer is seeking to subdivide approximately seven (7) acres, of the 55.94-acres, into nine (9) lots. 4.8-acres for the development of eight (8) residential zoning lots for single or two-family homes, and one lot exclusively for stormwater detention. The remaining 2.2-acres would be purchased and developed by Avesta Housing.

WHEREAS, Avesta Housing is under contract with the Developer to acquire 2.2-acres of the subdivided Property in order to develop it as a four (4) story 46-unit LMI senior housing development (the “Project”);

WHEREAS, The Avesta Housing project is in keeping with the properties previously approved Joint Development Agreement (JDA) / Contract Zone which stipulated that Indian Cliff Development would provide a LMI senior housing in this general area which is required to have a *minimum* of 30 units. The Avesta Development project for a 46-unit senior, low to moderate income (LMI) housing units would meet the Developer’s contractual obligation.

WHEREAS, in order to facilitate the Project, the Developer requires certain changes to the requirements of the City Code of Ordinances that would be applicable to the Project;

WHEREAS, the City and the Developer have agreed to rezone the Property to allow for the construction of the Project subject to the conditions and restrictions set forth in this Agreement;

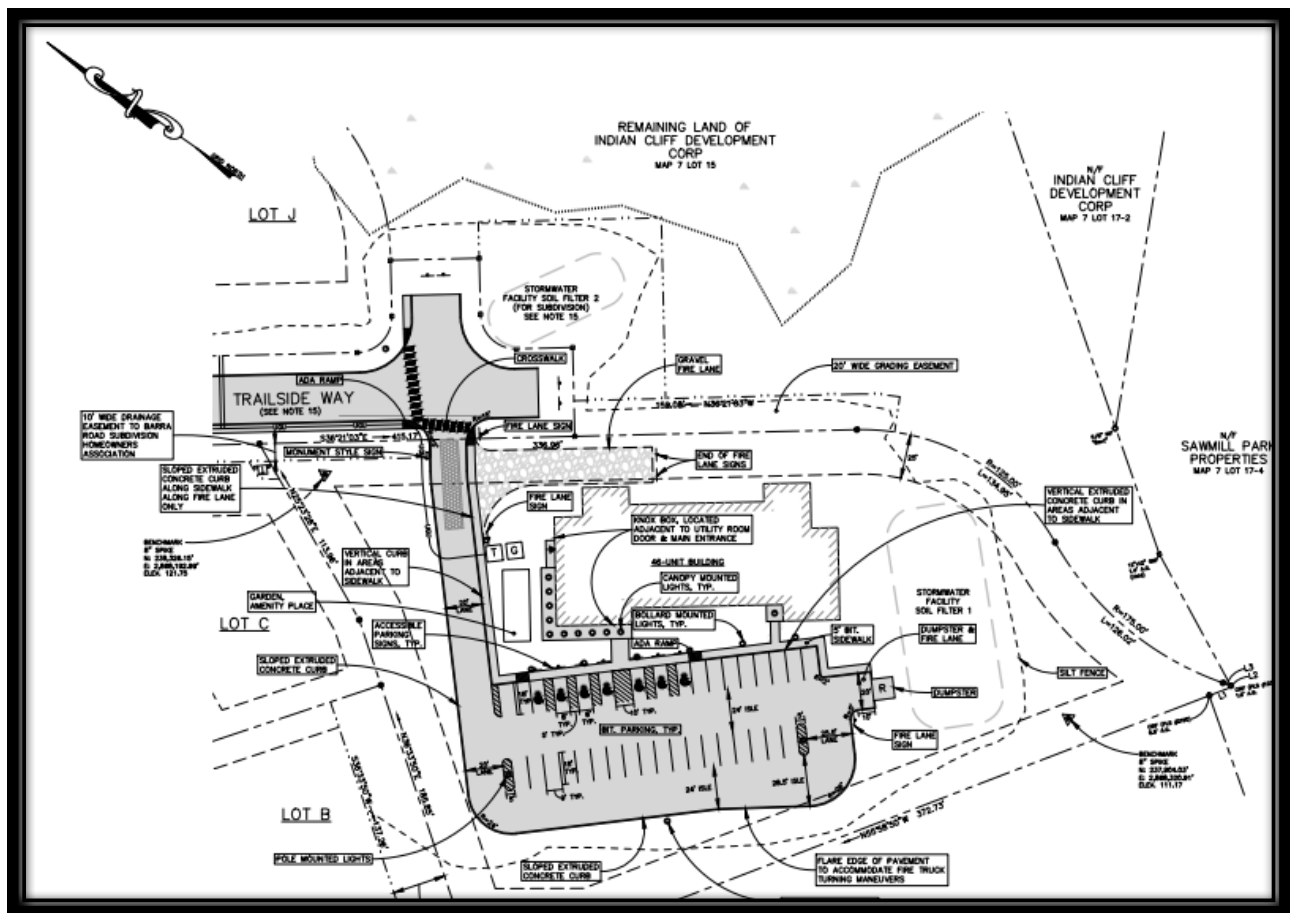
WHEREAS, the City Council of the City of Biddeford adopted the Biddeford Comprehensive Plan 2023 (the “Comprehensive Plan”) on June 6, 2023 which set the goal to “Increase the supply of safe and adequate housing for low- to moderate income person”;

WHEREAS, the Comprehensive Plan also provided for a Commercial Industrial Growth Area in which the City of Biddeford would pursue the goal of “higher density housing and mixed-use development along key corridors” including along Route 111; and

WHEREAS, the City, acting through the City Council, having determined that the rezoning of the Property would be and is consistent with the City’s growth management program and the Comprehensive Plan adopted pursuant to 30-A M.R.S.A. § 4321, *et seq.* and the existing and permitted uses within the original zones, has authorized the execution of this Agreement and the amendment of the Zoning Ordinance effective as of the date written above.

NOW THEREFORE, in consideration of the foregoing, the mutual agreements set forth herein, the City and the Developer hereby agree as follows:

1. Zone Change. The City hereby amends the Zoning Map of the City of Biddeford to rezone the “Project” Property (Lot A / Avesta Housing) to be subject to the terms of this Contract Zone #23 Agreement. Except as amended hereby, the requirements of the R-3 zoning district shall apply to the Property.
2. Avesta Housing Lot: The Avesta Housing lot shall be developed in substantial conformance with “Exhibit B – Concept Plan” shown below:



“Exhibit B - Concept Plan” - Avesta Housing – 46 Unit, LMI senior housing project

3. Number of “Project” Dwelling Units. The “Project” shall be entitled to develop up to 46-units within a four (4) story structure and associated parking, landscaping, stormwater detention, and green areas.
4. Lots B through G and Lot J: The Developer shall be entitled to develop each lot as a single-family or a 2-family (duplex) home.
5. Lot H: Lot H shall remain undeveloped except for stormwater management features and access easements granted to Reveler (Formerly Saxon) for development of the 60 Barra Road project (*Contract Zone #18 - Indian Cliff Development*).
6. Affordability.
 - (a) The Developer hereby agrees to develop the Project to meet or exceed the following affordability requirements: a household whose income does not exceed 70% of the median income for the area as defined by the United States Department of Housing and Urban Development under the United States Housing Act of 1937, Public Law 75-412, 50 Stat. 888, Section 8, as amended, can afford a majority (51% or more) of the units in the development without spending more than 30% of the household's monthly income on housing costs.

- (b) For the purposes of the Project, this affordability requirement shall be considered met for the building through an affordability covenant required and administered by Maine State Housing Authority pursuant to the Federal Low Income Housing Tax Credit Program.

7. Dimensional Requirements. Notwithstanding any other provision of the Code of Ordinances, the following dimensional requirements shall apply to the Property:

Minimum Square Feet Per Unit		N/A
Frontage		50 feet
Building Setbacks:		
	Front	25 feet
	Rear/Side	10 feet
Parking, Paving, Storage Setbacks:		
	Front	20 feet
	Rear/Side	0 feet
Max. Height		4 stories or 60 feet
Minimum Parking Required		.75 per dwelling unit
Open Space		Per JDA Master Plan

Notwithstanding any other provision of the Code of Ordinances to the contrary, the Project may, but is not required to, provide an increase in the number of required parking spaces by 5% to allow for visitor parking.

8. Phasing and Project Approvals.

- (a) For the avoidance of doubt, the Developer may amend any site or subdivision plan for the Project submitted and reviewed as part of or concurrent with this Contract Zone #23 in accordance with applicable site plan and subdivision provisions of the Code of Ordinances (except as amended hereby) without amending this Agreement, provided that said amended site plans or subdivision plans comply with the terms of this Agreement.

9. Miscellaneous.

- (a) The provisions of this Agreement shall be deemed restrictions on the use of the Property, except as this Agreement may be amended by future written agreement between the City and the Developer, or its successors and assigns, without the need for approval of any other party except as otherwise provided by law.
- (b) Agreement Runs with the Land. The restrictions, provisions and conditions of this Agreement are an essential part of the rezoning, shall run with the Property, shall bind the Developer and its successors and assigns of said Property or any part thereof, and shall inure to the benefit of and be enforceable by the City and its Code Enforcement Office.
- (c) Applicability of Code of Ordinances. Except as expressly modified by this Agreement, the use and occupancy of the Property shall be governed by and comply with the provisions of the Code of Ordinances of the City.

- (d) Recording. This Agreement shall be duly recorded by the Developer in the York Registry of Deeds within thirty (30) days of the date of this Agreement, with a copy of the recorded instrument provided to the City Manager, or else it is void.
- (e) Construction. This Agreement shall be construed in accordance with the laws of the State of Maine.

[REMAINDER OF PAGE BLANK – SIGNATURE PAGE TO FOLLOW]

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

CITY OF BIDDEFORD

WITNESS

James Bennett, its City Manager

INDIAN CLIFF DEVELOPMENT
CORPORATION

WITNESS

Mike Eon, its President and Authorized Agent

State of Maine
County of York, ss

Then personally appeared the above named Mike Eon, President of Indian Cliff Development Corporation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation this _____ day of _____, 2024.

Before me,

Subscribed and sworn to before me, in my presence, this _____ day of _____,
2024, a Notary Public in and for the County of Wells, in the State of Maine.

(Signature)

Notary Public

My Commission expires _____, 20_____.



City Council

Meeting Date: August 20, 2024

Meeting Time: 6:00 PM

Agenda Item 9.c

No:

Item 2024.128 Approval/Westbrook Development Corporation CZ 24

Description:

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

Supporting Information/Documentation:

City Council Order CONTRACT ZONE 24 Westbrook Development 2nd, Contract Zone 24 Westbrook Development unsigned FINAL for City Council 8-20-2024, Contract Zone 24 Map Amendment, Westbrook Development Site Concept Plan 8-1-24

Key Terms:

LMI = Low / Moderate Income

Executive Summary:

Westbrook Development Corporation is seeking a Contract Zone (#24) to develop a 3.64-acre lot with 76-units of low/medium income housing units on a parcel of land located at 37 Barra (Tax Map 2, Lot 48).

Detailed Review:

Request for Consideration for Contract Zone (#24) Pursuant to the City's Code of Ordinances, Part III Land Use Regulations, Article V, Section 9 (Contract Zones) for Indian Cliff Development Corporation to develop a 3.64-acre parcel into 76-units of low/medium income housing units on a parcel of land located at 37 Barra (Tax Map 2, Lot 48), pursuant to the City's Code of Ordinances, Part III Land Use Regulations, Article V, Section 9 (Contract Zones) as illustrated on the attached map.

Funding Source:

N/A

Staff Recommendation:

Staff recommends approval of the proposed Contract Zone (#24) for the Westbrook Development Corporation. The proposed Contract Zone, Site and Subdivision Plans have been reviewed at the Planning Board and received preliminary approval. This project is in keeping with the Council's desire to provide additional housing, particularly LMI housing. The project is also consistent with previously approved Reveler Property, a 250-unit residential development and the Avesta Housing project currently under Contract, Site Plan and Subdivision review. The Final Board review is scheduled for Wednesday, August 7, 2024 and it is anticipated that the projects will receive final approval. Westbrook Development's goal is to receive all their municipal and state approvals by August 23rd, to be eligible to apply for Maine Housing's annual funding round in September 2024. Due to this time constraint, Staff requests the City Council approve the first reading of the contract zone, subject to the Planning Board granting final approval of Contract Zone #24.

City of Biddeford



2024.128 **IN BOARD OF CITY COUNCIL August 6, 2024 BE IT ORDAINED**, by the City Council of the City of Biddeford, hereby approves the Contract Zone #24 (attached) requested by Westbrook Development Corporation, a Maine nonprofit corporation, Thatcher Brook Apartments I, LP, a Maine limited partnership, and Thatcher Brook Apartments II, LP, a Maine limited partnership, to develop a 3.64-acre lot with up to 80-units of low/medium income housing units on a parcel of land located at 37 Barra Road, in the City of Biddeford, County of York, Maine, which is designated as Tax Map 2, Lot 48, pursuant to the City's Code of Ordinances, Part III Land Use Regulations, Article V, Section 9 (Contract Zones) as illustrated on the attached map.

August 6, 2024

Motion: Councilor LaFountain.

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

August 20, 2024

Attest by: _____
Robin Patterson, City Clerk

CONTRACT ZONE # 24 AGREEMENT
(THATCHER BROOK APARTMENTS)
37 Barra Road (Map 2 Lot 42)

THIS CONTRACT ZONE AGREEMENT is entered into effective the ____ day of _____, 2024, by and between Westbrook Development Corporation, a Maine nonprofit corporation, Thatcher Brook Apartments I, LP, a Maine limited partnership, and Thatcher Brook Apartments II, LP, a Maine limited partnership (collectively and together with their successors and assigns, the “Developer”), and the City of Biddeford, a body corporate and politic located in Biddeford, Maine (the “City”).

RECITALS:

WHEREAS, the City of Biddeford is owner of a certain lot or parcel of land located at 37 Barra Road, in the City of Biddeford, County of York, Maine, which is designated as Tax Map 2, Lot 48, and contains approximately 3.64 acres (the “Property”);

WHEREAS, the Developer is under contract with the City to acquire the Property from the City in order to develop the Property across one or more phases into up to 80 units of affordable housing across one or more buildings (the “Project”);

WHEREAS, in order to facilitate the Project, the Developer requires certain changes to the requirements of the City Code of Ordinances that would be applicable to the Project;

WHEREAS, the City and the Developer have agreed to rezone the Property to allow for the construction of the Project subject to the conditions and restrictions set forth in this Agreement;

WHEREAS, the City Council of the City of Biddeford adopted the Biddeford Comprehensive Plan 2023 (the “Comprehensive Plan”) on June 6, 2023 which set the goal to “Increase the supply of safe and adequate housing for low- to moderate income person”;

WHEREAS, the Comprehensive Plan also provided for a Commercial Industrial Growth Area in which the City of Biddeford would pursue the goal of “higher density housing and mixed-use development along key corridors” including along Route 111; and

WHEREAS, the City, acting through the City Council, having determined that the rezoning of the Property would be and is consistent with the City’s growth management program and the Comprehensive Plan adopted pursuant to 30-A M.R.S.A. § 4321, *et seq.* and the existing and permitted uses within the original zones, has authorized the execution of this Agreement and the amendment of the Zoning Ordinance effective as of the date written above.

NOW THEREFORE, in consideration of the foregoing, the mutual agreements set forth herein, the City and the Developer hereby agree as follows:

1. Zone Change. The City hereby amends the Zoning Map of the City of Biddeford to rezone the Property to be subject to the terms of this Contract Zone #24 Agreement. Except as amended hereby, the requirements of the I-3, shall apply to the Property.
2. Maximum Number of Dwelling Units. The Developer shall be entitled to develop up to 80 dwelling units on the Property across one or more phases and/or one or more multi-family buildings.
3. Affordability.
 - (a) The Developer hereby agrees to develop the Project to meet or exceed the following affordability requirements: a household whose income does not exceed 70% of the median income for the area as defined by the United States Department of Housing and Urban Development under the United States Housing Act of 1937, Public Law 75-412, 50 Stat. 888, Section 8, as amended, can afford a majority (51% or more) of the units in the development without spending more than 30% of the household's monthly income on housing costs.
 - (b) For the purposes of the Project, this affordability requirement shall be considered met for any one building or phase through an affordability covenant required and administered by Maine State Housing Authority pursuant to the Federal Low Income Housing Tax Credit Program.
4. Dimensional Requirements. Notwithstanding any other provision of the Code of Ordinances, the following dimensional requirements shall apply to the Property:

Minimum Square Feet Per Unit		N/A
Frontage		50 feet
Building Setbacks:		
	Front	30 feet
	Rear/Side	10 feet
Parking, Paving, Storage Setbacks:		
	Front	20 feet
	Rear/Side	0 feet
Max. Height		6 stories or 60 feet
Minimum Parking Required		.66 per dwelling unit
Open Space		250 SF/dwelling unit

Notwithstanding any other provision of the Code of Ordinances to the contrary, the Project may, but is not required to, provide an increase in the number of required parking spaces by 5% to allow for visitor parking.

5. Design Criteria. Notwithstanding any other provision of the Code of Ordinances to the contrary, the City hereby waives for the Project the requirement of the I-3 zone that façades be of brick or stone, and hereby allows the use of other siding and façade materials as a part of the Project.

6. Phasing and Project Approvals.

- (a) In order to accommodate financing, the Developer may develop the Project across one or more phases as reviewed and approved by the City Planning Board in accordance with applicable site plan and subdivision provisions of the Code of Ordinances (except as amended hereby).
- (b) For the avoidance of doubt, the Developer may amend any site or subdivision plan for the Project submitted and reviewed as part of or concurrent with this Contract Zone #24 in accordance with applicable site plan and subdivision provisions of the Code of Ordinances (except as amended hereby) without amending this Agreement, provided that said amended site plans or subdivision plans comply with the terms of this Agreement.

7. Miscellaneous.

- (a) The provisions of this Agreement shall be deemed restrictions on the use of the Property, except as this Agreement may be amended by future written agreement between the City and the Developer, or its successors and assigns, without the need for approval of any other party except as otherwise provided by law.
- (b) Agreement Runs with the Land. The restrictions, provisions and conditions of this Agreement are an essential part of the rezoning, shall run with the Property, shall bind the Developer and its successors and assigns of said Property or any part thereof, and shall inure to the benefit of and be enforceable by the City and its Code Enforcement Office.
- (c) Applicability of Code of Ordinances. Except as expressly modified by this Agreement, the use and occupancy of the Property shall be governed by and comply with the provisions of the Code of Ordinances of the City.
- (d) Recording. This Agreement shall be duly recorded by the Developer in the York Registry of Deeds within thirty (30) days of the date of this Agreement, with a copy of the recorded instrument provided to the City Manager, or else it is void.
- (e) Construction. This Agreement shall be construed in accordance with the laws of the State of Maine.

[REMAINDER OF PAGE BLANK – SIGNATURE PAGE TO FOLLOW]

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

CITY OF BIDDEFORD

WITNESS

James Bennett, its City Manager

WESTBROOK DEVELOPMENT
CORPORATION

WITNESS

Christopher LaRoche, its Authorized Agent

THATCHER BROOK
APARTMENTS I, LP
By: WDC GP, LLC, its General Partner

WITNESS

Christopher LaRoche, its President

THATCHER BROOK
APARTMENTS II, LP
By: WDC GP, LLC, its General Partner

WITNESS

Christopher LaRoche, its President

State of Maine
County of York, ss

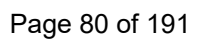
Then personally appeared the above named Christopher LaRoche, Authorized Agent of Westbrook Development Corporation and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation this _____ day of _____, 2024.
Before me, Subscribed and sworn to before me, in my presence, this _____ day of _____, 2024, a Notary Public in and for the County of Wells, in the State of Maine.

(Signature)
Notary Public
My Commission expires _____, 20_____.

Planning Board Case: #2024.29
Map Amendment: Contract Zone #24 for Westbrook Development Corporation (WDC)
Proposal: Construction of 76-unit affordable housing development
Location: 37 Barra Road (Tax Map 2, Lot 42) in the I-3 Zone.
Request: Approval of Contract Zone #24 and Map Amendment



Exhibit - Development Concept Plan





City Council

Meeting Date: August 20, 2024
Meeting Time: 6:00 PM
Agenda Item No: 10.b
Item Description: 2024.130 Approval/Purchase Motorola Body Camera System
Submitted By: JoAnne W. Fisk, Chief of Police

Supporting Information/Documentation:

2024.130 Council order Motorola Body Camera system, Motorola Body Cam system

Key Terms:

Executive Summary:

Approval to purchase Motorola Solutions V700 VMEL5 Body Camera system.

Detailed Review:

The Police Department's existing Motorola Body Camera system is a legacy product and is no longer supported by Motorola Repair Services. The original system was purchased in March 2018. The V700 camera system is state-of-the-art technology that captures critical incidents officers are involved in. This purchase is for twenty-three (23) body worn cameras, complete WIFI base bundle for the system as well as all subscriptions, hardware, software, licenses and on-site deployment of the new system.

Funding Source:

The funding source for this purchase is through Capital Projects funding in the amount not to exceed Eighty Thousand dollars (\$80,000.00)

Staff Recommendation:

Purchase of the Motorola Solutions V700 body camera system as noted in Motorola quote # 2595266.

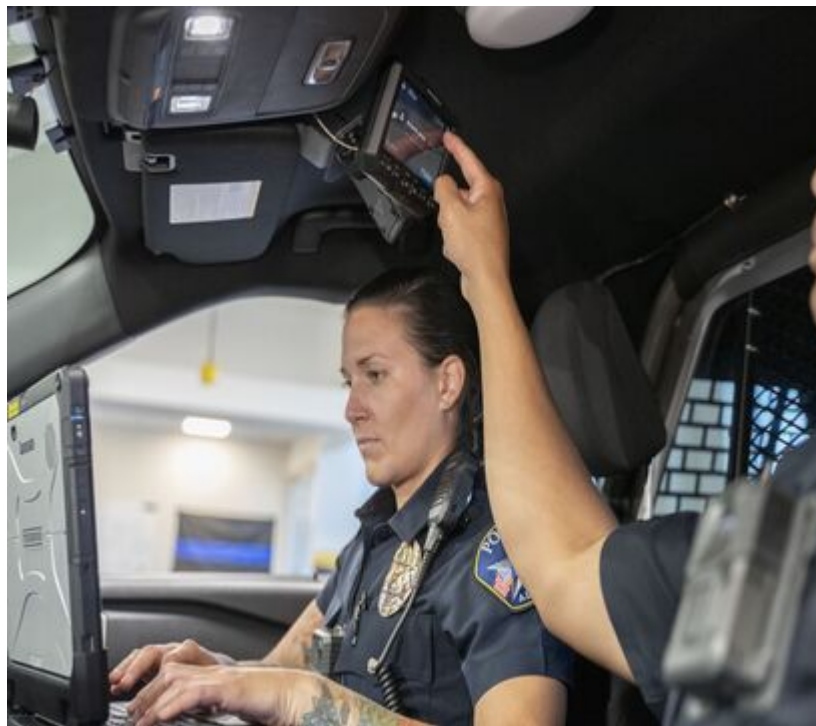
City of Biddeford



2024.130 IN BOARD OF CITY COUNCIL... August 20, 2024

BE IT ORDERED, the City Council does hereby authorize the Police Department to purchase from Motorola Solutions a V700 VMEL5 Body Camera system. Purchase includes software, hardware, licenses, cameras and implementation support. Purchase of this system is not to exceed \$80,515.00 from Biddeford Capital Improvement Projects BPD-FY25-001.

Attest by: _____



BIDDEFORD POLICE DEPT

Biddeford PD - (23) V700 VMEL5

07/19/2024

07/19/2024

BIDDEFORD POLICE DEPT
39 ALFRED ST
BIDDEFORD, ME 04005

RE: Motorola Quote for Biddeford PD - (23) V700 VMEL5
Dear Bill Gooch,

Motorola Solutions is pleased to present BIDDEFORD POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide BIDDEFORD POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Chris Drake at Christopher.drake@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Chris Drake
Regional Sales Manager

Billing Address:
BIDDEFORD POLICE DEPT
39 ALFRED ST
BIDDEFORD, ME 04005
US

Shipping Address:
BIDDEFORD POLICE DEPT
39 ALFRED ST
BIDDEFORD, ME 04005
US

Quote Date:07/19/2024
Expiration Date:09/18/2024
Quote Created By:
Chris Drake
Regional Sales Manager
Christopher.drake@
motorolasolutions.com
603-205-1845

End Customer:
BIDDEFORD POLICE DEPT
Bill Gooch
william.gooch@biddefordmaine.org
207-571-1626

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
	V700					
1	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	23		\$1,290.00	\$29,670.00
2	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	23		Included	Included
3	WGP03085B	JACKET MAGNET MOUNT ASSEMBLY, V700	23		\$0.00	\$0.00
4	LSV07I03510A	ESSENTIAL SOFTWARE SUPPORT AND HARDWARE REPAIR	23	3 YEAR	Included	Included
5	SWV07S03593A	SOFTWARE ENHANCEMENTS	23	3 YEAR	Included	Included
6	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	20		\$0.00	\$0.00
7	WGB-0138A	V300 TRANSFER STATION II	3		\$0.00	\$0.00
8	WGA00640-KIT1	V300, USB DOCK, D300, DESK CHGR/UPLD KIT	1		\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
9	WGB-0142A	V300 IN-CAR WIFI BASE BUNDLE FOR 4RE	11		\$0.00	\$0.00
	VideoManager EL or EX: Video Evidence Management					
10	WGP02400-500	LICENSE,VIDEOMANAGER EL ON-PREM SITE LICENSE KEY	1		\$1,000.00	\$1,000.00
11	WGP02400-520	VIDEOMANAGER EL, BODY WORN CAMERA ANNUAL LICENSE & SUPPORT FEE	23	5 YEAR	\$975.00	\$22,425.00
12	WGP02400-510	VIDEOMANAGER EL, IN-CAR VIDEO SYSTEM ANNUAL LICENSE & SUPPORT FEE	11	5 YEAR	\$975.00	\$10,725.00
13	SSV00S01450B	LEARNER LXP SUBSCRIPTION	10	5 YEAR	\$0.00	\$0.00
14	PSV00S03898A	ON-SITE DEPLOYMENT, CONFIGURATION AND PROJECT MANAGEMENT	1		\$16,000.00	\$16,000.00
15	WGW00166-100	EL4 TO VIDEOMANAGER EL DATA MIGRATION SERVICE, PER TB OF DATA	30		\$0.00	\$0.00
Grand Total					\$79,820.00(USD)	



Pricing Summary

		Payment Term	Upfront Sale Price	
Upfront Costs*				
				\$46,670.00
Upfront Subscription Fee				
	VideoManager EL or EX: Video Evidence Management	Annually		\$6,630.00
Sub Total:				\$53,300.00
		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	VideoManager EL or EX: Video Evidence Management	Annually	\$6,630.00	\$6,630.00
Year 3 Subscription Fee				
	VideoManager EL or EX: Video Evidence Management	Annually	\$6,630.00	\$6,630.00
Year 4 Subscription Fee				
	VideoManager EL or EX: Video Evidence Management	Annually	\$6,630.00	\$6,630.00
Year 5 Subscription Fee				
	VideoManager EL or EX: Video Evidence Management	Annually	\$6,630.00	\$6,630.00
Sub Total:				\$26,520.00
Grand Total System Price (Inclusive of Upfront and Annual Costs)				\$79,820.00

*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.



Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



VIDEOMANAGER EL SOLUTION DESCRIPTION

VideoManager EL simplifies evidence management, automates data maintenance and facilitates management of your department's devices.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely.

The optional SmartControl and SmartConnect smart device applications support live video streaming from body-worn cameras, allowing personnel to view footage captured by the cameras in the app.



VIDEO EVIDENCE MANAGEMENT

VideoManager EL delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL makes evidence management as efficient as possible. With VideoManager EL, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL makes evidence review easier by allowing you to upload captured video and audio from your in-field devices, sharing important information that groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name and event type. Incidents recorded from several devices can be found easily and viewed at the same time, eliminating the task of reviewing irrelevant footage.

Its built-in media player includes a visual display of incident data, allowing you to view moments of interest, such as when lights, sirens or brakes were activated during the event timeline, status of cameras and microphones and patrol speed graph.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, drawings and applicable external files can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in Evidence Library.

Easy Evidence Sharing

VideoManager EL empowers you to easily share information in the evidence review or judiciary sharing process by exporting evidence data. It is capable of searching for data using various criteria, including import, export, playback, download, share and modification dates, allowing users to quickly find relevant evidence.



Automatic Data Maintenance

VideoManager EL lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on any basis, based on how you want to configure the system.

Security groups and permissions are easily set up in VideoManager EL, allowing you to grant individuals access to evidence on an as-needed basis.

Integration with In-Car and Body-Worn Cameras

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

Optional Live Video Streaming

VideoManager EL integrates with SmartControl, an optional mobile application for Android and iOS that allows officers to review video evidence from their smartphone or tablet while they're still in the field.

SmartControl also allows officers to categorize recordings using event tags, stream live video from and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using VideoManager EL can assign users to devices, track them and streamline shift changes. You can easily manage, configure, update firmware and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled or assigned device system. VideoManager EL also enables devices to be quickly exchanged between officers during shift changes. This minimizes the number of devices needed for your fleet.

Device Tracking

You can easily manage, configure and deploy your in-car and body-worn cameras in VideoManager EL. Devices can be assigned to personnel within VideoManager EL and tracked, helping agencies keep track of which users have specific devices.

Faster Shift Changes

VideoManager EL's Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface.



At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

Devices can also be configured to remember individual preference settings for each user, including haptic and audible alert volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL also enable you to configure devices to operate in alignment with your agency's policies and procedures.



MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your in-car video system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL



security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.



SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory if applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).



System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
 - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
 - Needs to be renewed yearly.
 - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
 - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
 - WGD00186 - M500 Installation Overview and Quick Start (NA)
 - Not required for installation. Available for the installing technician.
 - WGD00177 - M500 In-Car Video System Installation Guide
 - Not required for installation. Available for the installing technician.
 - MN010272A01 - M500 In-Car Video System Basic Service Manual



- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.



- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.



General Customer Responsibilities (if applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.



PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and hardware as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.



Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.



- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.



PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

Motorola Deliverables

- Contracted Equipment.



- Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.



- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
 - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
 - Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 1-2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10



Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.



SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:



- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)**Motorola Responsibilities**

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.



DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital evidence management system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.



SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.



- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.



PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formerly known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
 - 5 Mbps + 3 Mbps per additional device.
 - This assumes it will take 8 hours to upload 5 GB of video on a device.
 - 40-50 Mbps per concurrent uploading device.
 - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.



V700 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V700 body-worn camera captures clear video and audio of every encounter from the user's perspective. Its continuous- operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review. The V700 can stream live video and report real time GPS location through a built-in LTE modem, directly to the suite of CommandCentral applications.

The V700 is easy to operate, with four control buttons. Its innate Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats versus manually activating their camera.



1.1. KEY FEATURES OF THE V700

- **Detachable Battery** – The V700's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. Since the battery charges without being attached to the V700, the battery is kept fully charged in the dock ready for use. This feature is especially helpful for agencies that share body-worn cameras with multiple officers.
- **Wireless Uploading** – Recordings made by the V700 are uploaded to the agency's evidence management system via LTE. Upload over WiFi will be available soon. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Real-time Location and Video Streaming** – With built-in LTE connectivity, the V700 paired with CommandCentral Aware will send location updates and stream live video to a dispatch center or Real Time Crime Center (RTCC) giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **LTE Service Ready** – The V700 is approved for use on Verizon and FirstNet networks in the U.S. and Bell Mobility in Canada. The V700 will ship with a pre-installed SIM from both carriers, ready for service activation upon arrival with a data plan that best suits the agency's needs. LTE service activation would be on the agency's carrier account. Motorola Solutions does not provide LTE service for the V700 camera.
- **Data Encryption** – The V700 uses FIPS-140-2 compliant encryption at-rest and in-transit. This ensures recordings made by the agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** – Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. The camera user or admin can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Natural Field of View** – The V700 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process. The V700's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **SmartControl Application** – To maximize efficiency in the field, the Motorola Solutions SmartControl app enables V700 users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.
- **In-Field Tagging** – The V700 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the body-worn camera or via the SmartControl app.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- **Auto Activation** – The V700 body-worn camera(s) paired with an M500 or 4RE in-car video system(s) can form a recording group, which automatically starts recording when one of the devices begins to record. Each device can be configured to initiate a group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V700s can form a recording group and collaborate on recordings, without a corresponding in-car video system, using similar triggers. Group recordings are uploaded and automatically linked to the evidence management system as part of one event.

1.2. V700 AND IN-CAR VIDEO INTEGRATION

The V700 integrates seamlessly with the M500 or 4RE in-car video systems, capturing video of an incident from multiple vantage points. This integration includes the following features:

- **Distributed Multi-Peer Recording** – Multiple V700 body-worn cameras and in-car video systems can form a recording group and based on the configuration, automatically start recording when one of the devices begins to record. Group recordings are uploaded and automatically linked to the evidence management system as part of one incident.
- **Automatic Tag Pairing** – Recordings captured by integrated V700 body-worn cameras and in-car video systems can be uploaded to the evidence management system with the same tags. From the in-car video system's display, videos can be saved under the appropriate tag category. The tag is then automatically shared with the V700 video and uploaded as part of one incident along with the officer's name.
- **Evidence Management Software** – When V700 body-worn cameras and in-car video systems record the same incident, the Motorola Solutions evidence management software automatically links those recordings based on officer name, date, and time overlap.
- **Additional Audio Source** – The V700 can serve as an additional audio source when integrated with the in-car video system. The V700 also provides an additional view of the incident and inherits the event properties of the in-car video system's record, such as officer name, event category, and more, based on configuration.

1.3. V700 AND APX RADIO INTEGRATION

Motorola Solutions' APX two-way radios can pair with V700 body-worn cameras to automate video capture through Bluetooth. When the APX's emergency mode button is pressed, or the ManDown feature is activated, the V700 is triggered to start recording immediately. The recording will continue until manually stopped by the officer via the start/stop button on the V700 or group in-car video system.

1.4. HOLSTER AWARE™ INTEGRATION

The V700 integrates with a Holster Aware™ sensor through Bluetooth. If configured, the sensor automatically prompts the V700 to record the moment the holstered equipment is drawn. The holster sensor information is stored with the V700 user profile and uploaded to the evidence management system. If the user is assigned to a different camera, the holster sensor information will be applied to the new camera. The holster sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V700.



1.5. DOCKING STATIONS

The V700 has three docking options:



Transfer Station – The Transfer Station is built for large, multi-location agencies with large numbers of V700 cameras in service at any given time. It can charge up to eight fully assembled body-worn cameras or individual batteries. The eight docking slots include an LED indication of a battery charging and upload status. While the V700 charges, the Transfer Station can automatically offload recordings from the camera to the evidence management system via an integrated 2.5Gb switch. The Transfer Station connects directly to the LAN for fast offload of recorded events to storage, while charging the body-worn camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



USB Base – The USB Base charges the battery of a single V700 or standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer with 12V or USB connection for power. The USB Base has LED indications for battery charging status and upload, and an ambient light sensor for optimal LED brightness control from bright sunlight to the dim interior of a patrol car. When connected to a laptop or desktop computer, the USB Base can be used to upload recordings to the evidence management system, as well as, receive firmware and configuration updates.



Wi-Fi Base – The Wi-Fi Base is mounted in a vehicle. It facilitates V700 upload of video evidence to the evidence management system, firmware updates, communication between V700 and in-car video system group devices and charges fully assembled V700s or individual battery packs. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from bright sunlight to the dim interior of a patrol car.

1.6. MOUNTING SOLUTIONS

V700 is compatible with the entire line of V300 mounting solutions as depicted below.

WGP02798

WGA00669

WGA00668

WGP02697

WGP03088

WGP03085



Magnetic
Center Shirt
Mount



Tek-Lok Belt
Mount



Molle Locking
Mount



Shirt
Clip



Heavy
Jacket Clip



Heavy Jacket
Magnetic Mount



City Council

Meeting Date: August 20, 2024
Meeting Time: 6:00 PM
Agenda Item No: 10.c
Item Description: 2024.132 Approval/Ch. 70 Ordinance Revision (Sewer Permit Fees)
Submitted By: Jeff Demers, Public Works Director

Supporting Information/Documentation:

1-Council Order, Exhibit A-Revised Chapter 70 Ordinance with Tables 100-200 & Appendix B, 2-Town Comparison Sewer Permit Fees, 3-Sewer Capacity Deficit Map, 4-Summary List of Planning Projects

Key Terms:

N/A

Executive Summary:

Over the past few years, the City of Biddeford has experienced unprecedented growth by large private development and continues to see-so.

Utilizing a private engineering consultant, a handful of chokepoints within the City's existing sewer infrastructure were identified that cannot handle the proposed flow from these large developments. Multi-million dollar sewer infrastructure upgrades are needed to provide sewer capacity for these large developments and future growth.

To help offset the large cost to upgrade the sewer capacity of the City's infrastructure, City Staff recommends increasing our sewer permit rate fees to be in-line with adjacent communities.

Detailed Review:

Like most cities, sections of Biddeford's existing sewer infrastructure are old and were never sized for modern-day development.

Wright-Pierce's formal sewer model confirmed a number of sewer capacity chokepoints impacted by recent large private developments; see attached deficit map. As more development is expected to grow in Biddeford, continued sewer infrastructure upgrades should be anticipated.

New developments currently pay a one-time Sewer Permit fee, which per code section 70-172, are to be held for sewer infrastructure upgrades; however, the City's existing flow calculations and sewer permit fee rates have not been updated in over thirty years.

City Staff is recommending the attached revisions to the City's Chapter 70 ordinance to:

- a. Clarify proposed sewer flow calculations (Table 100)
- b. Increase sewer permit rate fees to be in-line with adjacent communities (Table 200)
(thus offsetting the City's cost for sewer infrastructure upgrades required from private development growth)

These revised sewer permit rates were unanimously approved by Wastewater Management Commission at their June 26th, 2024 meeting.

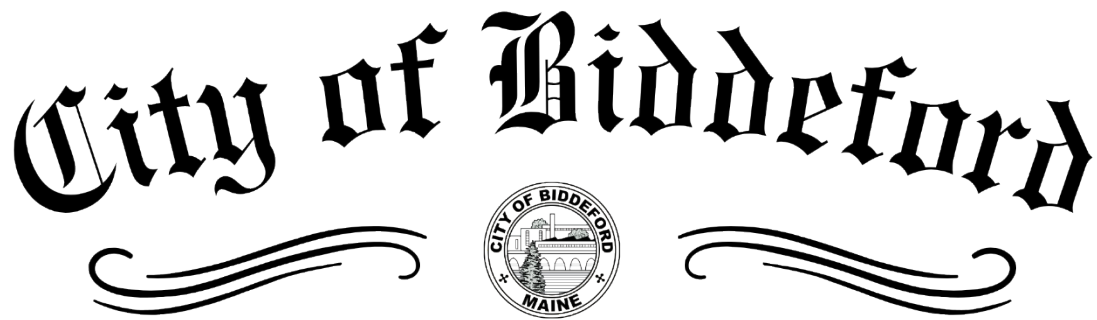
These ordinance revisions were unanimously approved by the Policy Committee on 7/22/2024, with the specification that the revised sewer permit rates would be applicable to any project that did not have a valid Preliminary or Final Planning Board approval as of 7/22/2024.

Funding Source:

N/A

Staff Recommendation:

Staff recommends incorporating the Chapter 70 Ordinance revisions unanimously approved by the Policy Committee on 7/22/2024.



2024.132

IN BOARD OF CITY COUNCIL...AUGUST 20, 2024

BE IT ORDAINED by the City Council of the City of Biddeford, to amend Chapter 70 of the City of Biddeford's Code of Ordinances as shown on the attached Exhibit A (by adding Tables 100, Table 200, Appendix B, and by ~~deleting~~ or ~~adding~~ text as shown).

NOTE:

These revised sewer permit rates were unanimously approved by Wastewater Management Commission at their 6/26/2024 meeting.

These ordinance revisions were unanimously approved by the Policy Committee at their 7/22/2024 meeting, with the specification that the revised sewer permit rates would be applicable to any project that did not have a valid Preliminary or Final Planning Board approval as of 7/22/2024.

Attest by: _____

new flow into the system will be required to remove a defined percentage of the amount of the proposed new flow through the elimination of infiltration and inflow. Once the inflow and infiltration removal program is in place, the allocation system may be eliminated.

Sec. 70-129 Capacity of plant.

[Code 1975, § 19-63; amended 2-4-2020 by Ord. No. 2020.6]

- (a) At the time of any reenactment or amendment of this article, and at such other times as the City Council may direct, the City Engineer shall establish the total remaining capacity of the wastewater treatment plant, determine the nature and extent of efforts to remove infiltration and inflow from the system, and report that information to the City Council.
- (b) Any person who received a sewer use permit prior to September 18, 1990, or whose project appears in the documents on file in the City Clerk's office, is subject to the provisions of Section 70-127(b).

Sec. 70-130 Expiration of article; program monitoring; amendments.

[Code 1975, § 19-69; amended 2-4-2020 by Ord. No. 2020.6]

The capital improvement program shall be reviewed and monitored by the City Council through the City Engineer to determine the program's effectiveness. Amendments deemed necessary should be made at the time of renewal under this section or at such times as deemed necessary by the City Council.

Sec. 70-131 Penalties for violation of article.

[Code 1975, § 19-72]

Any person who violates this article commits a civil violation for which a forfeiture of \$2,500 shall be imposed. Each day of violation constitutes a separate violation. The City Solicitor, in addition to seeking forfeitures, may request injunctive relief, as necessary.

Sec. 70-132 Growth management program renewed.

[Ord. of 6-21-1994]

The provisions of this Article III (Wastewater System Capacity Management), of the Biddeford Code of Ordinances, as most recently revised and ordained on March 5, 1991, be renewed in its entirety in accordance with the provisions of Section 70-130 hereof, and that this measure take effect upon passage.

Sec. 70-133 through Sec. 70-140. (Reserved)

**DIVISION 2
PERMITS**

Sec. 70-141 Application; fee; determination of discharges.

[Code 1975, § 19-66]

- (a) Applications for permits under this article shall be on forms provided by the ~~City Engineer~~Engineering Department, and shall be accompanied by ~~such plans as he may require~~approved utility drawings and floor plans. As the case may be, applications must be accompanied by written evidence of final approval from the Planning Board, Zoning Board or Building Inspector, where approvals of or permits for the development activity are required from those boards or officials. ~~Applications shall be accompanied by a nonrefundable fee of \$200.~~ [Amended 2-4-2020 by Ord. No. 2020.6]
- (b) ~~In determining the amount of wastewater flow likely to be discharged from any development activity, the City Engineer shall be guided by the State of Maine Internal Plumbing Rules. His determination is final.~~Refer to 'Table 100: Estimated Sewer Design Flows' for proposed sewer design flow calculations.

Using the estimated design flow from Table 100, refer to 'Table 200: Sewer Permit Fees' for calculating the proposed sewer permit fee.

Sec. 70-142 Expiration of permits.

[Code 1975, § 19-67]

Permits issued under this article shall expire if construction of the development for which each permit is issued has not commenced within one year of the permit being issued, except that the City Engineer may extend the life of such permits if the holder is able to demonstrate that he has been delayed in his development by natural conditions beyond his control or that he has been diligently pursuing other licenses required for the development but has not yet received approval through no fault of his own. Decisions of the City Engineer under this section may be appealed to the City Council.

Sec. 70-143 Nontransferability.

[Code 1975, § 19-68]

Permits issued under this article may not be transferred to other development projects on other real estate but shall run with the real estate which is the subject of the proposed development for which the permit is issued, but only for the life of the permit as indicated in Section 70-142.

Sec. 70-144 through Sec. 70-155. (Reserved)

**DIVISION 3
CONSERVATION**

Sec. 70-156 Mandatory.

[Code 1975, § 19-70]

- (a) Notwithstanding any other provisions of this Code, the following provisions apply to development which will create new wastewater flow into the City sewer system or which will increase existing flow from any property.
 - (1) All toilet fixtures, whether for residential or nonresidential uses, must have flushing volumes less than or equal to 1.6 gallons.
 - (2) All shower and faucet fixtures for residential and nonresidential uses must be installed with volume reduction devices. This requirement may be waived for certain nonresidential uses by the Codes Enforcement Officer at his discretion when the requirement interferes with the fixture's purpose, such as but not limited to industrial showers designed to treat burn victims.
- (b) The standards of this section must be met by all units inspected by the City Plumbing Inspector as of the date of passage of the ordinance from which this article derives, in order to receive a certificate of occupancy.

Sec. 70-157 Voluntary.

[Code 1975, § 19-71]

In order to avoid requiring conversion to low-volume toilets in the City's existing households and businesses, the City requests users of the City's sewer system to, as an example, reduce discharge volumes by installing displacement devices such as bricks and milk containers in toilet holding tanks. The installation of water flow reduction devices in showerheads and faucets are other inexpensive means of reducing both residential and nonresidential wastewater discharge.

DIVISION 4 INFLOW AND INFILTRATION REMOVAL

Sec. 70-171 Study by City Engineer; report; amendment of article.

[Code 1975, § 19-81]

- (a) The City Engineer may forthwith investigate the areas within the existing sewer system which may be changed, altered or repaired to remove infiltration and inflow, and determine both the nature and extent of such repairs, the specific amounts of gallons per day removed for any particular repair project, and the associated cost per gallon per day of any such repair. He will, in addition, determine an average cost per gallon per day of removal for all projects in such a fashion that the average cost may be adjusted from time to time to reflect changing conditions. The determinations by the City Engineer will be used to create a fee to be charged to applicants of the removal of infiltration and inflow in an amount equal to a specific percentage of the amount of new flow into the system which the applicant is proposing to create. That percentage shall conform to any requirements imposed on the City by state or federal agencies. [Amended 2-4-2020 by Ord. No. 2020.6]
- (b) The City Engineer shall report the results of his study under this section to the City Council. The City Council may then, consistent with the terms of federal and state approvals, implement and adopt a mandatory inflow and infiltration removal requirement. Under the terms of the requirement, a sewer use permit may only be obtained to remove an adequate amount of inflow and infiltration from the system or if the sewer user has paid the appropriate fee in lieu of completing a project.
- (c) At the time of the submittal of the results of his study under this section, the City Engineer shall present to the City Council a proposed amendment to this article setting out the method of administration of the removal requirement, and demonstrating compliance with any provisions of law restricting the creation of such a program, including the creation of any dedicated fund into which fees will be placed.

Sec. 70-172 Issuance of permit; interim fee.

[Code 1975, § 19-82; Ord. of 9-6-1994; Ord. No. 2001.1, 1-16-2001]

- ~~(a) Pending completion of the study, report and presentation set forth in Section 70-171, and subject to the availability of capacity at the treatment plant and compliance with all other provisions of this article, a sewer use permit may be given after an applicant complies with this section.~~
- ~~(b) An applicant for a sewer use permit shall, in addition to other information required by this article, pay the fee set out in Subsection (c) of this section. The City Engineer may require such other information as he deems necessary. [Amended 2-4-2020 by Ord. No. 2020.6]~~
- ~~(c) Except as indicated in Subsection (d) of this section, applicants shall pay a fee equal to five times \$2.72 times the number of gallons of proposed new flow, as that flow is finally determined by the City Engineer under Section 70-141(b). Fees received under this subsection shall be segregated from the projects designed to remove inflow and infiltration from the sewer system as finally determined after the completion of the study, report and presentation set forth in Section 70-171. Fees, or any portion of those fees, actually paid, which exceed the actual cost of removal, or which are not expended according to the removal schedule to be finally adopted, shall not be refunded. These unexpended fees shall be deposited in a designated enterprise account segregated from the City's general revenues and be earmarked to help defray the cost of future more costly inflow and infiltration removal projects.~~
- ~~(d) Persons who had received a sewer use permit prior to September 18, 1990, projects appearing in Appendix B of this section which is on file in the City Clerk's office and lots of record as of September 18, 1990, which were within 200 feet of the existing sewer system at the time, are subject to a fee equal~~

~~to one times \$2.72 times the number of gallons of proposed new flow, as that flow is finally determined by the City Engineering Department under Section 70-141. [Amended 2-4-2020 by Ord. No. 2020.6]~~

- ~~(e) An applicant for a sewer use permit where said permit is proposed to be issued and includes flows to the pump station located adjacent to 528 Alfred Road shall pay an impact fee for said pump station equal to \$3.35 times the number of gallons of proposed new flow as that flow is finally determined by the City Engineer under Section 70-141(b). Fees collected under this provision shall be deposited in a designated account segregated from the City's general revenues and reserved for inflow and infiltration removal projects. The City reserves the right to verify the estimate of flow for up to five years and to increase the impact fee as necessary.~~
- ~~(f) An applicant for a sewer use permit where said permit is proposed to be issued and includes flows to a pump station located in an area that will serve the flows to be produced from a new or upgraded project shall pay an impact fee for said pump station equal to a prorated share of the costs of any upgrades needed for the pump station and/or associated conveyance system to receive and convey the flows to be produced. The cost of the prorated share will be the ratio of the existing flows to the new flows times the cost of needed upgrades as finally determined by the City Engineer. Fees collected under this provision shall be deposited in a designated account segregated from the City's general revenues and reserved for the needed upgrades to the affected pump stations. The City reserves the right to verify the estimate of flow for up to five years and to increase the impact fee as necessary. [Added 2-4-2020 by Ord. No. 2020.6] Any connection or modification of private sewer flow to the City's public sewer requires a sewer permit from the Engineering Department.~~
- (b) Refer to 'Table 100: Estimated Sewer Design Flows' for proposed sewer design flow calculations. Using the estimated design flow from Table 100, refer to 'Table 200: Sewer Permit Fees' for calculating the proposed sewer permit fee.
- (c) Undeveloped projects listed on the previous 'Appendix B' are still subject to paying a sewer permit, but may use the grandfathered \$2.72/GPD impact fee rate (versus the impact fee rate listed on Table 200).
- (d) Unless explicitly stated elsewhere, development projects that had a valid preliminary or final planning board approval as of 07/22/2024 may use the grandfathered impact fee rates (\$2.72/GPD to \$13.6/GPD), versus the impact fee rate listed on Table 200.

Sec. 70-173 through Sec. 70-195. (Reserved)

ARTICLE IV SEPTIC TANK SLUDGE DISPOSAL

DIVISION 1 GENERALLY

Sec. 70-196 Definitions.
[Code 1975, § 19-21]

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

APPLICANT

Any person requesting approval to discharge septic tank sludge wastes into City facilities.

CESSPOOL

A lined excavation in the ground which receives the discharge of a drainage system, or part thereof, so

Table 100: Estimated Sewer Design Flows

Revision Date: 6/5/2024

Residential:

Number of Bedrooms	Area of Bedroom	Design Flow (gpd/unit)
1	<600 SF	90
	600-800 SF	120
	In-Law Apartment	120
	801-1000 SF	135
	>1000 SF	150
2	N/A	180
3		270
4		360

Non-Residential:

Refer to the latest Maine Department of Health & Human Services Chapter 241 for non-residential flow rates. Final design flows to be determined by the City Engineer.

Notes:

1. Final floor plans are required for all sewer permit applications, verifying number/sizes of proposed uses.
2. For units exceeding 4 bedrooms, a design flow of 90 gpd shall be used for each additional bedroom.
3. For multi-use properties, the total design flow shall be the sum of each individual use design flow.
4. The residential design flows listed above are referenced from Maine Department of Health & Human Services Chapter 241.
5. Definition of bedroom and in-law apartment determined via local code enforcement/ordinance, plumbing code, and the referenced Chapter 241.
6. The above-stated flows are final; no reference flow data to be considered.

Table 200: Sewer Permit Fees*Revision Date: 6/5/2024*

Sewer Fee Type	Proposed Fee
Application Fee ¹	\$200
Sewer Main Connection Fee ²	\$800/each
Single-Lot Shared Lateral Fee ³	\$100/each connection
Tying into an Existing Sewer Lateral Stub ⁴	\$100/each connection
Impact Fee ⁵	\$20/GPD
Inspection Fee ⁶	\$200

Notes:

1. All sewer permits require an application fee.
2. 'Sewer Main Connection Fee' applies for new connections to the public sewer main.
- 3A. 'Single-Lot Shared Lateral Fee' is applied to each individual unit connecting to a sewer lateral serving a single-lot (multi-family apartments, ADU, hotel rooms, etc.)
- 3B. Shared sewer laterals are not permitted for separate lots.
- 3C. Only in rare circumstances will a shared sewer lateral be allowed for multiple privately owned lots, pending Public Works Director approval and a formal easement is provided signed by all parties - negating the City of any responsibility.
4. 'Tying into an Existing Sewer Lateral Stub' is for undeveloped lots connecting to previously installed sewer lateral stubs.
- 5A. 'Impact Fee' is based on proposed design flows (Table 100) and is a one-time fee that covers: future infrastructure upgrades, combined sewer separation, and Inflow & Infiltration (I&I) removal.
- 5B. If an existing building is being retrofitted for the same-use and has previously paid a sewer permit within the last 15 years, existing flows can be credited towards the proposed 'Impact Fee'. No credits/refunds will be issued for decreased post-development flow.
- 5C. No existing flows can be credited towards the proposed 'Impact Fee' for any new building (i.e. demolition/rebuild) or change-in-use.
6. All sewer permits requiring exterior sewer modifications require an inspection by the Engineering Department prior to backfilling.
7. Sewer permit fees shall be collected and held separately from the operation budget, and strictly used for future sewer improvements.

APPENDIX B - 1990 GRANDFATHERED IMPACT FEE PROJECTS

(List revised 1 November, 1990)

GROWTH MANAGEMENT ORDINANCE**APPENDIX B**

Applications Approved Prior To Septemeber 18, 1990

<u>PROJECT NAME</u>	<u>NUMBER OF UNITS/LOTS</u>	<u>DEVELOPER</u>	<u>DATE APPROVED</u>
1. Cathedral Oaks I - III	94 Lots	Mike Eon Associates	March 1986 - Dec. 1988*
2. Brookside I-II	50 Lots	John Roberge	June 1983 - Feb 1987*
3. Webber Medical Office Park	44,700 s/f	Mosses Corp.	Sept 1985 *
4. Stoneridge	24 Lots	John Roberge	March 1986 *
5. Picard Estates	8 Lots	Jerry Picard	May 1986 *
6. Cathedral Oaks Place	24 Units	Mike Eon Associates	June 1988
7. Stoneview	9 Lots	Bouthot Construction	Oct. 1988 *
8. 3 Lots	3 Lots	Clem Fleurent	March 1989 *
9. Trix Lane	4 Lots	Richard Albert	March 1989 *
10. Medical Offices	16,000 s/f	Dr. Schill	April 1989
11. Chrystal Village	6 Units	Don Allie	May 1989 *
12. Parkside by the Falls	35 Lots	E & R Development	June 1989 *
13. Southern Maine Medical Center	35,000 s/f Addition		Oct. 1989**
14. Five Graham Street	66 Units	5 Graham St. Assoc.	Nov. 1989
15. Riverside Apts.	34 units	Richard Roberge	Apr. 1990
16. Wadlin Bld.	13 Units (46 Unit total)	Junior High School Assoc.	Apr. 1990 ****
17. 8 unit apts.	8 units	Robert Zuke	Apr. 1990
18. Coastal Bank	1 unit bank	Coastal Bank	June 1990
19. Thatcher Brook Estates	22 lot	Mike Eon Associates	June 1990 *
20. 3 Lot	3 Lots off Granite St.	Guy Bouthot	June 1990
21. 7-11 Store	1 store off Alfred St.	RMR Inc.	Aug. 1990
22. Village Woods	4 lots off Village Ln.	Indian Cliff Devel.	Aug. 1990 *

The following projects have conditional final approval, but have not been signed by Planning Board:

1. Jonathan Heights	15 lots off Hill St.	Virgillio/Jocye	June 1989 ***
2. Coach Estates	39 lots off Hill/Merrill St.	Granite REalty Trust	June 1989 ***
3. Granite Heights	8 lots off Bond St.	Nelquist Realty	June 1989 ***

* Projects under construction.

** Plans reviewed by Planning Board but no requirement to sign mylar.

*** These projects have received preliminary approval, but have not met conditions for final approval as of September 18, 1990.

**** Pending final agreement with City Council.

Projects on this list are subject to the provisions of section 19-73c of this Ordinance.

Proposed Tables to Consider for Chapter 70
70-141 Application; fee; determination of discharges
70-172 Issuance of permit; interim fee.

Table 100: Estimated Sewer Design Flows

Revision Date: 6/5/2024

Residential:

Number of Bedrooms	Area of Bedroom	Design Flow (gpd/unit)
1	<600 SF	90
	600-800 SF	120
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4		360

Non-Residential:

Refer to the latest Maine Department of Health & Human Services Chapter 241 for non-residential flow rates. Final design flows to be determined by the City Engineer.

Notes:

- 1. Final floor plans are required for all sewer permit applications, verifying number/sizes of proposed uses.
- 2. For units exceeding 4 bedrooms, a design flow of 90 gpd shall be used for each additional bedroom.
- 3. For multi-use properties, the total design flow shall be the sum of each individual use design flow.
- 4. The residential design flows listed above are referenced from Maine Department of Health & Human Services Chapter 241.
- 5. Definition of bedroom and in-law apartment determined via local code enforcement/ordinance, plumbing code, and the referenced Chapter 241.
- 6. The above-stated flows are final; no reference flow data to be considered.

Table 200: Sewer Permit Fees

Revision Date: 6/5/2024

Sewer Fee Type	Existing Fee	Proposed Fee
Application Fee ¹	\$200	\$200
Sewer Main Connection Fee ²	\$500/each	\$800/each
Single-Lot Shared Lateral Fee ³	\$100/each connection	\$100/each connection
Tying into an Existing Sewer Lateral Stub ⁴	\$100/each connection	\$100/each connection
Impact Fee ⁵	\$3.72 to \$16.95/GPD	\$20/GPD
Inspection Fee ⁶	\$35-\$100	\$200

Notes:

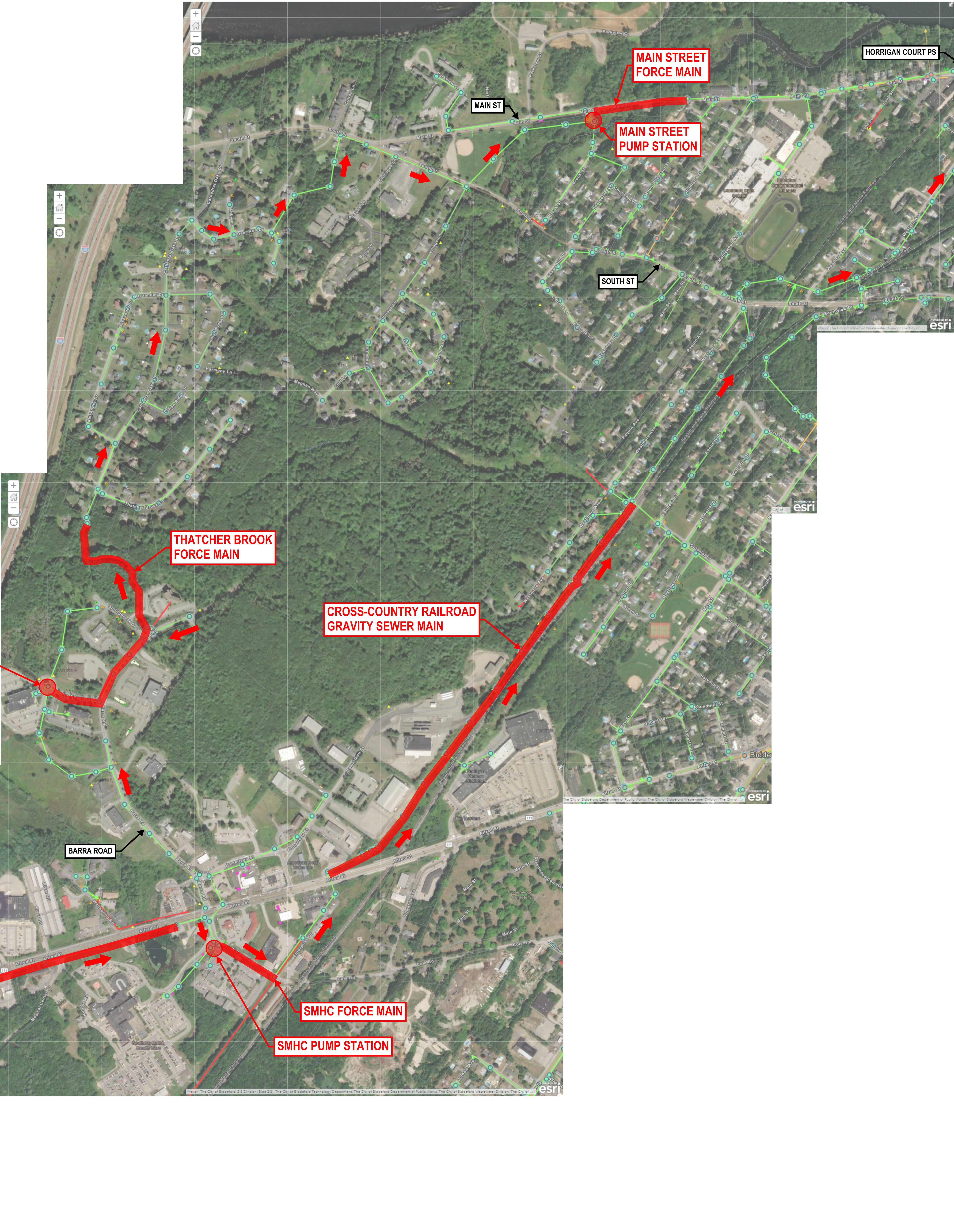
- 1. All sewer permits require an application fee.
- 2. 'Sewer Main Connection Fee' applies for new connections to the public sewer main.
- 3A. 'Single-Lot Shared Lateral Fee' is applied to each individual unit connecting to a sewer lateral serving a single-lot (multi-family apartments, ADU, hotel rooms, etc.)
- 3B. Shared sewer laterals are not permitted for separate lots.
- 3C. Only in rare circumstances will a shared sewer lateral be allowed for multiple privately owned lots, pending Public Works Director approval and a formal easement is provided signed by all parties - negating the City of any responsibility.
- 4. 'Tying into an Existing Sewer Lateral Stub' is for undeveloped lots connecting to previously installed sewer lateral stubs.
- 5A. 'Impact Fee' is based on proposed design flows (Table 100) and is a one-time fee that covers: future infrastructure upgrades, combined sewer separation, and Inflow & Infiltration (I&I) removal.
- 5B. If an existing building is being retrofitted for the same-use and has previously paid a sewer permit within the last 15 years, existing flows can be credited towards the proposed 'Impact Fee'. No credits/refunds will be issued for decreased post-development flow.
- 5C. No existing flows can be credited towards the proposed 'Impact Fee' for any new building (i.e. demolition/rebuild) or change-in-use.
- 6. All sewer permits requiring exterior sewer modifications require an inspection by the Engineering Department prior to backfilling.
- 7. Sewer permit fees shall be collected and held separately from the operation budget, and strictly used for future sewer improvements.

TOWN COMPARISON SEWER PERMIT FEE FOR 200GPD HOME

Community	\$/Gallon		Avg Residential Fee (200 GPD)	
Saco	\$	34.31	\$	6,862.00
Kittery	\$	30.00	\$	6,000.00
Biddeford - Proposed	\$	26.00	\$	5,200.00
Scarborough	\$	19.97	\$	3,994.00
Ogunquit	\$	18.50	\$	3,700.00
Warren	\$	17.96	\$	3,592.00
Kennebunkport	\$	17.50	\$	3,500.00
Wells	\$	16.63	\$	3,326.00
Portland	\$	16.32	\$	3,264.00
York	\$	15.72	\$	3,144.00
Sanford	\$	12.50	\$	2,500.00
Old Orchard	\$	12.50	\$	2,500.00
Rockland	\$	12.00	\$	2,400.00
Brunswick	\$	11.59	\$	2,318.00
Yarmouth	\$	11.25	\$	2,250.00
Skowhegan	\$	8.00	\$	1,600.00
Biddeford	\$	7.72	\$	1,544.00
Augusta	\$	5.38	\$	1,076.00
Westbrook	\$	1.25	\$	250.00
Bangor	\$	1.06	\$	212.00

INCLUDES APPLICATION FEE,
CONNECTION FEE, INSPECTION FEE, ETC.

CITY OF BIDDEFORD - WESTERN SEWER CAPACITY DEFICITS



Project List RE: Sewer Impact Fee Proposed Amendment

8.12.2024

No Impact
Risk of impact
Impacted

Project	Brief Description
<u>Pepperall Bldgs 19 & 20</u>	64 unit aptment building, 6 of which are Affordable Housing units as a result of Inclusionary Zoning. Has Sketch plan approval from Planning Board. No JDA .
<u>Fathom</u>	Lots 1 & 3 (lots on each side of the Parking Garage). (1) Sketch plan for 80 Affordable Housing expected to be at Planning Board this fall; (2) 85 Condos on Lot 3B; (3) 5 Town Homes on Lot 3A; (4) Commercial Use/Restaurant-pending; (5) Commercial Office Bldg on Lot 1A will likely be a future mixed use Bldg. Active JDA
<u>WDC - 3 Lincoln Lot 1</u>	Already mentioned as part of "Fathom" - WDC will be the developer (working with Fathom) for the 80 units of Affordable Housing.
<u>27 Washington</u>	In early initial discussion for a commercial use.
<u>One Diamond</u>	Phase 1 plans at Planning Board for 209 residential Mkt rate apartments. Future phases TBD. Active JDA
<u>Five Points Shopping Center</u>	New submission. Initial planning board discussion likely in September - Developer has submitted sketch plan for review. 127 Mkt Rate apartments. No JDA
<u>12 Pearl Street</u>	Sketch plan review complete - HPC Workshop scheduled. 25 unit market rate apartments, 3 units of which will Affordable Housing due to Inclusionary Zoning. No JDA
<u>Devine Development Project</u>	416 Market Rate apartments. Planning board approvals align with the Contract Zone timeline. Developers still intend to move forward. Active JDA
<u>Marble Block</u>	8 units residential; Bowling Alley & Restaurant
<u>60 Barra Rd</u>	250 units residential
<u>Avesta Housing - Trailside Way</u>	46 units Affordable Housing
<u>EON Development - Indian Cliff</u>	8 lots for residential development

<u>WDC - 37 Barra</u>	76 units Affordable Housing
<u>Reveler (FKA Saco-Lowell)</u>	86 units residential (Upper Falls Road)
<u>Hidden Hills MH Community</u>	72 units Manufactured Housing
<u>Building 11 Pepperell Mill</u>	72 residential units
<u>69 Elm Street</u>	14 residential units
<u>25 Barra Rd</u>	Dentist Office
<u>Coastal Oks</u>	512 Pool St - 8 lot cluster sub-division. Sketch plan approval. Currently planning on septic systems. Will be impacted if this changes.
<u>20 Clifford Street</u>	4 unit condo building. Sketch plan approval achieved.
<u>Biddeford Primary School</u>	Not impacted



City Council

Meeting Date: August 20, 2024
Meeting Time: 6:00 PM
Agenda Item No: 10.d
Item Description: 2024.133 Approval/Establishment of a New Sustainability Commission
Submitted By: Brad Favreau

Supporting Information/Documentation:

20240820 Sustainability Commission -ORDER, Draft Ordinance Sustainability Commission Established

Key Terms:

Executive Summary:

The Mayor's Ad Hoc Sustainability fulfilled its mandate to draft an ordinance to establish a permanent Sustainability Commission. This draft ordinance was presented to the Policy Committee on July 22, 2024 and was approved with minor edits.

Detailed Review:

In April, 2024, Mayor Grohman created the Mayor's Ad Hoc Sustainability Committee with a mandate to draft an ordinance to establish a permanent Sustainability Commission. This committee worked through May and June of 2024 to draft this ordinance.

The highest priority action as described in the Biddeford Climate Action Plan of 2023 is the establishment of a Sustainability Commission. This new commission will begin the implementation of actions that support the overall goals enumerated in this Plan. The Climate Task Force was an ad hoc committee mandated to create a climate action plan, and with this work completed and approved by City Council in December 2023, the Climate Task Force formally dissolved. The implementation work now falls to a new commission that will work in coming years to ensure that Biddeford becomes more resilient in the face of climate events that are already taking place.

The functions and purpose of the proposed Sustainability Commission are:

1. Develop and recommend policies to City Council for the implementation of climate actions as outlined in the 2023 Biddeford Climate Action Plan;
2. Develop and recommend policies to meet greenhouse gas emission reduction targets established for 2030 and 2050 as resolved by City Council in 2022.

3. Investigate and recommend policies and best practices for adoption in Biddeford, as appropriate for climate mitigation and adaptation;
 4. Promote sustainable development best practices;
 5. Incorporate nature-based solutions wherever possible in addressing climate change and sustainability matters;
 6. Work in an advisory capacity to City Council, Planning Board, and other city committees, commissions, and boards;
 7. Undertake an updated Greenhouse Gas Emission Inventory to track emission reductions according to best practices;
 8. Engage community members and partners in all commission activities to keep the public informed and to ensure public participation.
 9. Consider social equity in all climate actions.
 10. Provide an annual report to City Council, Mayor, and City Manager of commission activities, especially progress of implementing Biddeford Climate Action Plan.
- Because the Climate Task Force is now disbanded, this action will have no net effect on the overall number of City committees and commissions.

Funding Source:

N/A

Staff Recommendation:

Staff recommends the adoption of this draft ordinance for the implementation of Biddeford's 2023 Climate Action Plan.

City of Biddeford



2024.133 IN BOARD OF CITY COUNCIL...AUGUST 20, 2024

BE IT ORDERED, that, the City Council of the City of Biddeford does hereby amend the Code of Ordinances as follows:

Amend Part II: Code of Ordinances, Chapter 2 Administration, Article IV Boards, Committees, Commissions, by adding new Division 13 Sustainability Commission
In accordance with the attached document.

Attest by: _____
Robin Patterson, City Clerk

Chapter 2. Administration

Article IV. Boards, Committees, and Commissions

Division 14. Sustainability Commission

Sec. 2-340. Established

The Biddeford Sustainability Commission is hereby established.

Sec. 2-341. "Commission" Defined

Unless otherwise indicated, the term "Commission," as used in this division, shall mean the Biddeford Sustainability Commission.

Sec. 2-342. Composition; Appointment of Commissioners; Terms of Office

- a. The Commission shall consist of nine members, referred to in this division as "Commissioners." Such Commissioners shall be nominated by the Mayor and confirmed by the City Council.
- b. Commissioners shall serve for three-year terms. The terms of each Commissioner shall be staggered so that no more than three Commissioners' terms shall expire in the same year. Any Commissioner appointed to fill a vacancy for which more than half of the unexpired term remains shall be deemed to have served one full term.
- c. A Commissioner shall automatically be removed from office in the event that he or she no longer is a resident of the City of Biddeford or is absent for three consecutive regular meetings without being excused by the Chair.
- d. The commission shall also include a student representative as a tenth non-voting member of the commission, to provide youth perspective.

Sec. 2-343. Functions and Purposes

It shall be the function and purpose of the Sustainability Commission to:

- a. Develop and recommend policies to City Council for the implementation of climate actions as outlined in the 2023 Biddeford Climate Action Plan;
- b. Develop and recommend policies to meet greenhouse gas emission reduction targets established for 2030 and 2050 as resolved by City Council in 2022.
- c. Investigate and recommend policies and best practices for adoption in Biddeford, as appropriate for climate mitigation and adaptation;
- d. Promote sustainable development best practices;
- e. Incorporate nature-based solutions wherever possible in addressing climate change and sustainability matters;
- f. Work in an advisory capacity to City Council, Planning Board, and other city committees, commissions, and boards, including, but not limited to, upon request advising as to the climate impact of any proposed ordinance or City action;
- g. Undertake an updated Greenhouse Gas Emission Inventory to track emission reductions according to best practices;
- h. Engage community members and partners in all commission activities to keep the public informed and to ensure public participation.

- i. Consider social equity in all climate actions.
- j. Provide an annual report to City Council, Mayor, and City Manager of commission activities, especially progress of implementing Biddeford Climate Action Plan.

Sec. 2-344. Quorum at Meetings

A simple majority of commissioners shall constitute a quorum.

Sec. 2-345. Required Vote

The Commission shall act by majority vote of those present and voting.

Sec. 2-346. Annual Election of Officers

The Commission shall hold a meeting at the beginning of each calendar year for the purpose of electing officers:

- a. Chair - The Chair shall preside over meetings. The Chair shall not vote except to break a tie.
- b. Vice Chair – The Vice Chair shall preside in the event the Chair is absent from any meeting.
- c. Secretary – The Secretary shall record all proceedings of the Commission.

Sec. 2-347. Management of Commission

The management of the commission shall be vested in the commissioners appointed and confirmed in accordance with Section 2-342. The commission shall be staffed by a designee of the Planning and Development Director, until such time as a Sustainability Coordinator or similar position is created and filled, at which time such person shall staff the commission.

Sec. 2-348. Chair to Submit Budget, Reports

The Commission Chair shall submit a budget request to Council for each fiscal year, report to Council each year regarding progress made in meeting goals as outlined in the most recent Climate Action Plan adopted by the City, or, as requested by Council.

Sec. 2-349. Authority to Establish Subcommittees

The Commission may from time to time establish subcommittees composed of such persons as the Commission shall desire, comprising current members of the commission, or other experts as needed, to provide advice and counsel on sustainability and matters of climate change.

Sec. 2-350. Expenditures

All Commission expenditures shall comply with the City procurement policies established in the City Code of Ordinances, Article V Finance, Division 2 Procurement.



City Council

Meeting Date: August 20, 2024
Meeting Time: 6:00 PM
Agenda Item No: 10.e
Item Description: 2024.134 Approval/EV Charger Station
Submitted By: Brad Favreau

Supporting Information/Documentation:

20240820 Installation of EV Charger -ORDER (2), DOE Biddeford Allocation, RFB Biddeford EV Charging Station 2024 REVISED, All Pro EV Charger Bid 2024, Revision Energy EV Charger Bid 2024, EECBG EV Charging Station Mechanic's Park Location

Key Terms:

N/A

Executive Summary:

The Planning and Development Department requests consideration and approval of the installation of one dual-port electric vehicle charging stations on Water Street at Mechanic's Park by All Pro Electric of Haverhill Massachusetts, funded in full by a U.S. Department of Energy block grant.

Detailed Review:

As one of the ten most populous communities in Maine, the U.S. Department of Energy (DOE) has allocated Biddeford a grant in the amount of \$75,790 through the Energy Efficiency and Conservation Block Grant (EECBG) program. This is a non-competitive grant intended to increase energy conservation and resilience in communities across the country. This project was approved by the DOE on July 2, 2024.

The Climate Task Force reviewed this grant program, and voted to use these funds to install a Charge Point electric vehicle charging station in the downtown area. Charge Point stations are currently being used at City Hall and Public Works. This is a strong project as it promotes the transition to electric vehicles, meeting the goals of both Maine's climate action plan, *Maine Won't Wait*, and our own climate action plan completed late in 2023.

The Water Street location was selected because of its proximity to 3-phase electric power and to low-to-moderate income neighborhoods. Climate justice is a prime concern for the use of these funds.

Revision Energy and All Pro Electric responded to the RFB posted in March. The bid from each

company for two dual-port stations is as follows:

Revision Energy	\$43,783
All Pro Electric	\$37,500

The funds remaining as part of the \$75,790 allocation will be used in the form of technical assistance to create an EV charging siting plan. This plan will ease the installation of chargers in the coming years, as Biddeford works to lower carbon emissions here.

Funding Source:

Funding Source: U.S. Department of Energy Efficiency and Conservation Block Grant program.

Staff Recommendation:

Staff recommends All Pro Electric for this project. All Pro is the lower bidder, and has successfully completed similar work for the City of Biddeford in the past.

City of Biddeford



2024.134 IN BOARD OF CITY COUNCIL...AUGUST 20, 2024

BE IT ORDERED, that, the City Council of the City of Biddeford does hereby approve the expenditure of \$37,500 to install one electric vehicle charging station on Water Street at Mechanic's Park to be paid through the U.S. Department of Energy's Energy Efficiency and Conservation Block Grant program allocation to Biddeford and installed by All Pro Electric of Haverill, Massachusetts.

Note: Funding for this project is the U.S. Department of Energy Efficiency and Conservation Block Grant Program with grant award of \$75,000.

Attest by: _____
Robin Patterson, City Clerk



#	State/Territory	Entity Name	Level of Government	Allocation
823	MD	Carroll	County	\$80,670
824	MD	Charles	County	\$80,380
825	MD	Frederick	County	\$81,250
826	MD	Harford	County	\$266,890
827	MD	Howard	County	\$326,870
828	MD	Montgomery	County	\$764,010
829	MD	Prince George's	County	\$681,220
830	MD	St. Mary's	County	\$78,910
831	MD	Annapolis	City	\$76,480
832	MD	Baltimore	City	\$549,550
833	MD	Bowie	City	\$117,040
834	MD	College Park	City	\$76,350
835	MD	Frederick	City	\$137,000
836	MD	Gaithersburg	City	\$130,110
837	MD	Hagerstown	City	\$76,550
838	MD	Laurel	City	\$76,020
839	MD	Rockville	City	\$134,050
840	MD	Salisbury	City	\$76,290
841	ME	Androscoggin	County	\$76,570
842	ME	Aroostook	County	\$77,330
843	ME	Cumberland	County	\$79,760
844	ME	Hancock	County	\$76,920
845	ME	Kennebec	County	\$79,330
846	ME	Knox	County	\$76,420
847	ME	Oxford	County	\$76,950
848	ME	Penobscot	County	\$79,010
849	ME	Somerset	County	\$76,720
850	ME	York	County	\$80,520
851	ME	Auburn	City	\$75,880
852	ME	Bangor	City	\$76,320
853	ME	Biddeford	City	\$75,790
854	ME	Brunswick, Town of	City	\$75,800
855	ME	Lewiston	City	\$76,350
856	ME	Portland	City	\$133,250
857	ME	Sanford	City	\$75,730
858	ME	Scarborough, Town of	City	\$75,810
859	ME	South Portland	City	\$75,990
860	ME	Westbrook	City	\$75,730



CITY OF BIDDEFORD PLANNING DEPARTMENT

REQUEST FOR BIDS - REVISED

Disclosure: *BIDS shall be kept confidential until a contract is awarded. The City of Biddeford (City) reserves the right to request clarification of any proposal term from prospective suppliers. Selected supplier(s) will be notified in writing, and any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing suppliers unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another supplier or withdraw the RFB. Any contract resulting from this RFB shall not be effective unless and until approved by the City.*

Introduction

The City of Biddeford is requesting BIDS from qualified firms to furnish and install Electric Vehicle Charging Station(s) in the downtown area of the City. As one of the ten largest municipalities in the State of Maine, Biddeford has been allocated by the U. S. Department of Energy the sum of \$75,790 as part of the Energy Efficiency and Conservation Block Grant (EECBG). Through community outreach, and with consideration of City and State climate action goals, the City wishes to use these funds to increase access of low to moderate income residents to electric vehicle (EV) charging infrastructure. This project will strengthen climate equity in Biddeford.

Project Overview

The City is requesting BIDS from qualified suppliers to design, install, and fully commission dual port electric vehicle charger(s) at one of two potential locations listed here, final location will be determined by bid cost. The two site under consideration are:

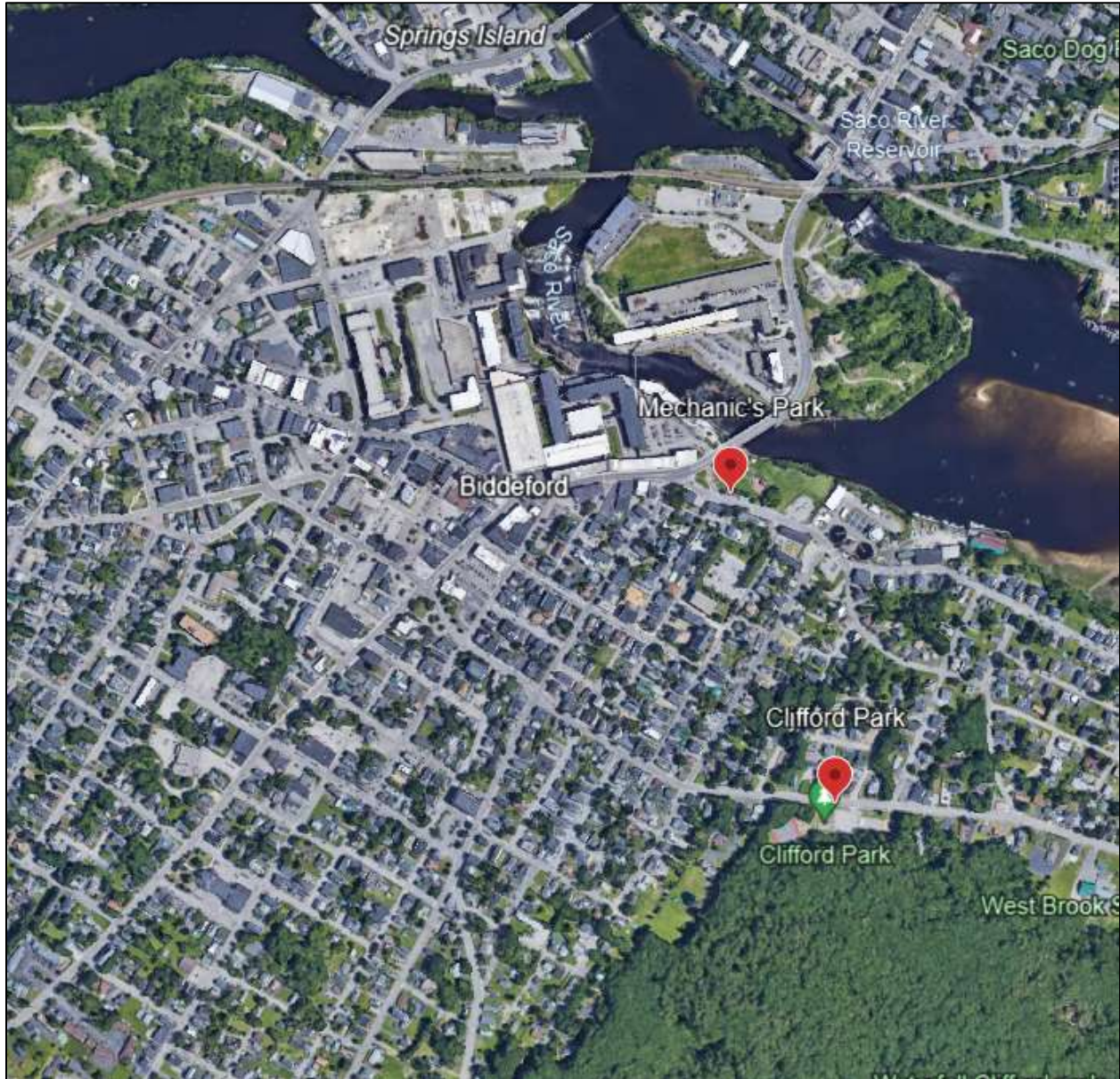
- Water Street at Mechanic's Park (3 - 45 Block)
- Pool Street at Clifford Park (130 Pool Street)

These city-owned sites have been selected based on their proximity to 3-phase electric power and to surrounding low-to-moderate income households, thereby increasing access to electric vehicle charging infrastructure.



CITY OF BIDDEFORD PLANNING DEPARTMENT

Proposed locations are:





CITY OF BIDDEFORD

PLANNING DEPARTMENT

Scope of Project and Deliverables:

The Scope of Project is as follows:

Supply and install all required equipment, materials, and labor for “100% Turnkey” installation and complete commissioning of dual port EV charging station including, but not limited to:

- Provide preliminary design for installation of chargers subject to approval by City of Biddeford;
- Provide final design for installation of chargers, including designation of parking spaces, power source, power requirements, metering location, trenching plan, subject to approval by City of Biddeford;
- Supply one (1) ChargePoint Model CT 4021 dual port Level 2 electric vehicle charging station, including quote for both 1-year and 5-year networking plan;
- Supply and install concrete mounting base for charger;
- Supply and install two (2) protective bollards for charger;
- Obtain all necessary electrical permits, including applicable taxes;
- Provide trenching and backfill (or similar) for electrical conduit, as needed for electrical service;
- Extend and install electric service to charger location;
- Install and commission EV charger.

Contract will be negotiated upon acceptance of proposal by City and award of grant by U.S. DOT. Grant will be awarded late Spring, 2024.

To be provided by the City:

- Proper signage
- Parking stall striping (as needed)

Submittal Instructions

1. All questions regarding this Request can be directed to:

Brad Favreau
Biddeford Economic Development Coordinator
Brad.favreau@biddefordmaine.org
(207) 571-1612



CITY OF BIDDEFORD

PLANNING DEPARTMENT

2. Questions must be received by March 18, 2024. Responses to all questions received will be posted to the city website [Current RFPs & RFQs | Biddeford, ME \(biddefordmaine.org\)](https://www.biddefordmaine.org/current-rfps-rfq).

Site visit is scheduled as follows to allow bidders to further evaluate the sites. Site visit is mandatory, and no consideration will be given to proposals from bidders not present at site visit.

Site Visits Bidder must attend site visit. Will be conducted as needed. Contact Brad Favreau at brad.favreau@biddefordmaine.org to schedule.

3. Bidders shall submit one (1) original proposal, marked "EV Chargers" to, in a sealed envelope to:

Brad Favreau
Planning and Development Department
City of Biddeford
P.O. Box 586
205 Main Street
Biddeford ME 04005

BIDS must be received by March 25, 2024 @ 3:00 pm. BIDS that do not arrive by the specified date and time **WILL NOT BE ACCEPTED** and will be returned unopened. Suppliers may submit their proposal any time prior to the above stated deadline. BIDS will be opened and made publicly available March 26, 2024 at 3:00 pm. BIDS must remain valid through the award of the grant proposal, which will take place by early summer, 2024.

4. Submittals must include the following information:

1. **Project Summary**
2. **Company Description**
3. **Demonstration of experience as an authorized ChargePoint installer**
4. **No fewer than three references as a ChargePoint installer**
5. **Scope of Work (To ensure full understanding of project)**
6. **Description of Hardware**
7. **Project Cost and Charger Options (if any)**

The City shall not be responsible for oral interpretation given by any city employee, representative, or others. If any addenda are issued to the RFB the City will post such addenda to the RFP website. It shall be the responsibility of each consultant, prior to submitting their bid, to review the website to determine if addenda were issued and to consider all addenda a part of the bid request.



CITY OF BIDDEFORD

PLANNING DEPARTMENT

I. Preparation Expenses

Each consultant preparing a response to the RFB shall bear all expenses associated with its preparation and any subsequent and related expenses, and no claims for reimbursement shall be submitted to the CITY for the expense of preparation or presentation.

II. Legal Name

Responses shall clearly indicate the legal name, address, and telephone number of the consultant and shall indicate whether the consultant is a corporation, general partnership, individual or other business entity. RFB responses shall be signed above the typed or printed name and title of the authorized representative. The authorized representative shall have the authority to bind the consultant to the submitted competitive bid.

III. Openness of Procurement Process

Written responses, other discussions, correspondence, and all other pertinent records shall be handled as public records in compliance with Local, State and Federal open records statutes and regulations.

IV. Errors and Omissions

Once a bid is submitted, the City may consider requests by any consultant to correct errors or omissions prior to bid opening. The City shall retain sole discretionary authority to determine the outcome of such a request.

V. Retention and Disposal of Statements of Qualifications

The City reserves the right to retain all submitted statements for public recordkeeping purposes. No copies of any material will be returned to the consultant. The City reserves the right to cancel this solicitation at any time prior to the execution of a formal contract.

VI. Collusion

By offering a response to this RFB the consultant certifies that they have not divulged to or discussed or compared its submittal with any competitors, and have not colluded with any other consultant or parties to this process whatsoever. The consultant also certifies, and in the case of a joint venture, each party thereto certifies as to its own organization, that in connection with their submittal:

1. No attempt has been made or will be made by the consultant to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
2. The principal or principals being named therein and no other person have an interest in this project or in the Agreement to be entered into.
3. No person or agency has been employed or retained to solicit or secure this Agreement upon an agreement or understating for a commission, percentage, brokerage, or contingent fee, accepting bona fide employees or established commercial agencies maintained by the consultant for the purpose of doing business. All firms interested in this project (including the firm's employees, representatives,



CITY OF BIDDEFORD

PLANNING DEPARTMENT

agents, lobbyists, attorneys, and sub-consultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including but not limited to, members of the city council, the mayor, the city manager, department heads, and other staff. This policy is intended to create fairness for all potential firms, to assure that contract decisions are made in public, and to protect the integrity of the selection process. All contact on this selection process should be addressed to brad.favreau@biddefordmaine.org.

At its sole discretion, the City may reject incomplete proposal submittals if, in its judgment, the submittal lacks information needed to effectively evaluate the proposal. Nothing in this request for qualifications implies a contractual obligation with any firm, nor will the City reimburse costs for submittal preparation.



All-Pro Electric
Post Office Box 5217
Haverhill, MA 01835-5217
info@allproelectric.com



RE: City of Biddeford
Mechanics Park at
Water St Biddeford,
ME 04005

Proposal

We hereby submit this Proposal to provide a Turn-Key solution to install one (1) ChargePoint CT400 Dual-Port Electric Vehicle Charging Station at Mechanics Park at Water St, according to the following:

1. All-Pro is to work with City of Biddeford, to determine which locations are best suited at the property to install EV Chargers.
2. All-Pro is to complete a preliminary design for the approved location.
3. All-Pro is to complete a final design for the installation of EV Chargers which includes designation of parking spaces, power source, power requirements, metering locations, and trenching plan. These final designs are subjected to approval by City of Biddeford.
4. All-Pro is to furnish & install wireless access points for charger connectivity.
5. *One year of network management included in quote at \$1679.00 per location.*
6. All-Pro is to furnish & install one (1) ChargePoint CT400 Dual-Port Electric Vehicle Charger.
7. All-Pro is to supply Electrical Installation Permits, including all applicable Taxes.
8. All-Pro is to furnish and install new electrical service to support one (1) ChargePoint CT400 Dual-Port Electric Vehicle Charger.
9. All-Pro is to supply all necessary equipment, labor and material to extend circuitry to parking spaces.
10. Material prices may increase due to the uncertainty with supply chains.
11. All work completed during normal business hours.

TOTAL AMOUNT OF PROPOSAL ----- **\$37,500.00**

Payment is to be negotiated upon acceptance of proposal.

Owners acknowledge they have read all provisions of the proposal, and understand the same.

ACCEPTANCE:

In Witness Whereof, the parties have hereunto caused this Proposal to be executed, with (2) counterparts, on this _____ Day of _____, 2024.

BY: _____

BY: Steve Wentworth
Steve Wentworth, Lead Estimator
SteveW@AllProElectric.com, Cell: (978) 857-1994



All-Pro Electric
Post Office Box 5217
Haverhill, MA 01835-5217
info@allproelectric.com



RE: City of Biddeford
Clifford Park
Pool St Biddeford,
ME 04005

Proposal

We hereby submit this Proposal to provide a Turn-Key solution to one (1) ChargePoint CT400 Dual-Port Electric Vehicle Charging Station at Clifford Park At Pool St, according to the following:

Including:

1. All-Pro is to work with City of Biddeford, to determine which locations are best suited at the property to install EV Chargers.
2. All-Pro is to complete a preliminary design for the approved location.
3. All-Pro is to complete a final design for the installation of EV Chargers which includes designation of parking spaces, power source, power requirements, metering locations, and trenching plan. These final designs are subjected to approval by City of Biddeford.
4. All-Pro is to furnish & install wireless access points for charger connectivity.
5. *One year of network management included in quote at \$1679.00 per location.*
6. All-Pro is to furnish & install one (1) ChargePoint CT400 Dual-Port Electric Vehicle Charger.
7. All-Pro is to supply Electrical Installation Permits, including all applicable Taxes.
8. All-Pro is to furnish and install new electrical service to support one (1) ChargePoint CT400 Dual-Port Electric Vehicle Charging Station, EV chargers.
9. All-Pro is to supply all necessary equipment, labor and material to extend circuitry to parking spaces.
10. Material prices may increase due to the uncertainty with supply chains.
11. All work completed during normal business hours.

TOTAL AMOUNT OF PROPOSAL ----- **\$37,850.00**

Payment is to be negotiated upon acceptance of proposal.

Owners acknowledge they have read all provisions of the proposal and understand the same.

ACCEPTANCE:

In Witness Whereof, the parties have hereunto caused this Proposal to be executed, with (2) counterparts, on this _____ Day of _____, 2024.

BY: _____

BY: Steve Wentworth

Steve Wentworth, Lead Estimator

SteveW@AllProElectric.com, Cell: (978) 857-1994

March 18, 2024

EV Charger Project Proposal**Biddeford - Mechanics Park****Water Street (3 - 45 Block) Biddeford, ME 04005****Project Cost: \$43,783****Per port (2): \$21,891****This Proposal expires 30 days after delivery to customer.**

ReVision Energy proposes to install a new 200A 120/240V single-phase service. It will likely not be possible to add a transformer to the existing pole, so another utility-owned pole will need to be placed in the grassy area across from the charger location with the final location to be determined by CMP. From there, we will run underground conduits and install a molded EV charger base with 2 bollards in the cobblestone median. We will install, wire, and activate a CT4021 dual charger here. To keep costs to a minimum, we assume the City's own crews will patch asphalt and repair the cobblestones rather than us including the costs for subcontractors to do this work for us.

Utility Feasibility Fee: \$3,500

This fee covers the work of coordinating with the local utility company to determine if sufficient power can be brought to the proposed site. If the utility cannot provide power and the project is not possible, only this fee will be assessed. If power can be brought to the proposed site as assumed, this fee is included in the total project cost presented here.

Major Components

Chargers	(1) ChargePoint CT4021, Dual (included pedestal) [CT4021-GW1]
Network Subscription	(2) 1 Year CP Commerical Network Service
Warranty	No additional warranties included. Standard manufacturer warranties apply.
Manufacturer Fees	(1) ChargePoint L2 Activation and Programming (1) CP Site Validation
Other	New 200A 240V rack-mounted service (2) 4-inch bollard(s)

Notes and Assumptions

The following assumptions were made in preparing this quote. Should these not turn out to be true, pricing will need to be adjusted:

- This price is for 1 year of network service for both ports. Upgraded to 5-years for the dual port would add \$3400.
- While the RFB specifies concrete mounting bases, we will use a molded ABS base instead. These bases are extremely sturdy and durable, but are easier to install and have a lower impact on the environment since they can be transported much more easily than heavy concrete bases.
- The utility will likely need to install another utility pole in the grassy area across from the charger in order to place their transformer. This may require them to trim back the existing trees.
- These prices reflect current hardware costs and may need to be modified if manufacturer prices change.
- Pricing assumes excavation and installation in clean and level ground, free of ledge or large obstructions, with no existing underground utilities or structures in the work area. Should site plans, utility locating services, vegetation clearing, or excavation indicate otherwise, the project quote will need to be adjusted and the design may need to be modified.
- Pricing assumes all in-ground work will be done after spring thaw and before the ground freezes in the fall. Winter work is not included.
- Assumes new service will be brought overhead to within 20 ft of proposed installation area and from there will be brought underground through asphalt or concrete to the meter and electrical panel. Should the utility determine this is not possible or requires a different design, the price may need to be adjusted.
- Operations and maintenance work. ReVision will offer our standard workmanship warranty on all electrical work up to the charging equipment. Ongoing service for the chargers themselves, whether covered by warranty or an optional O&M package, is managed by the charger manufacturer.

Exclusions

The following work, if necessary, shall be performed by others and shall be expressly excluded from the work of this Contract:

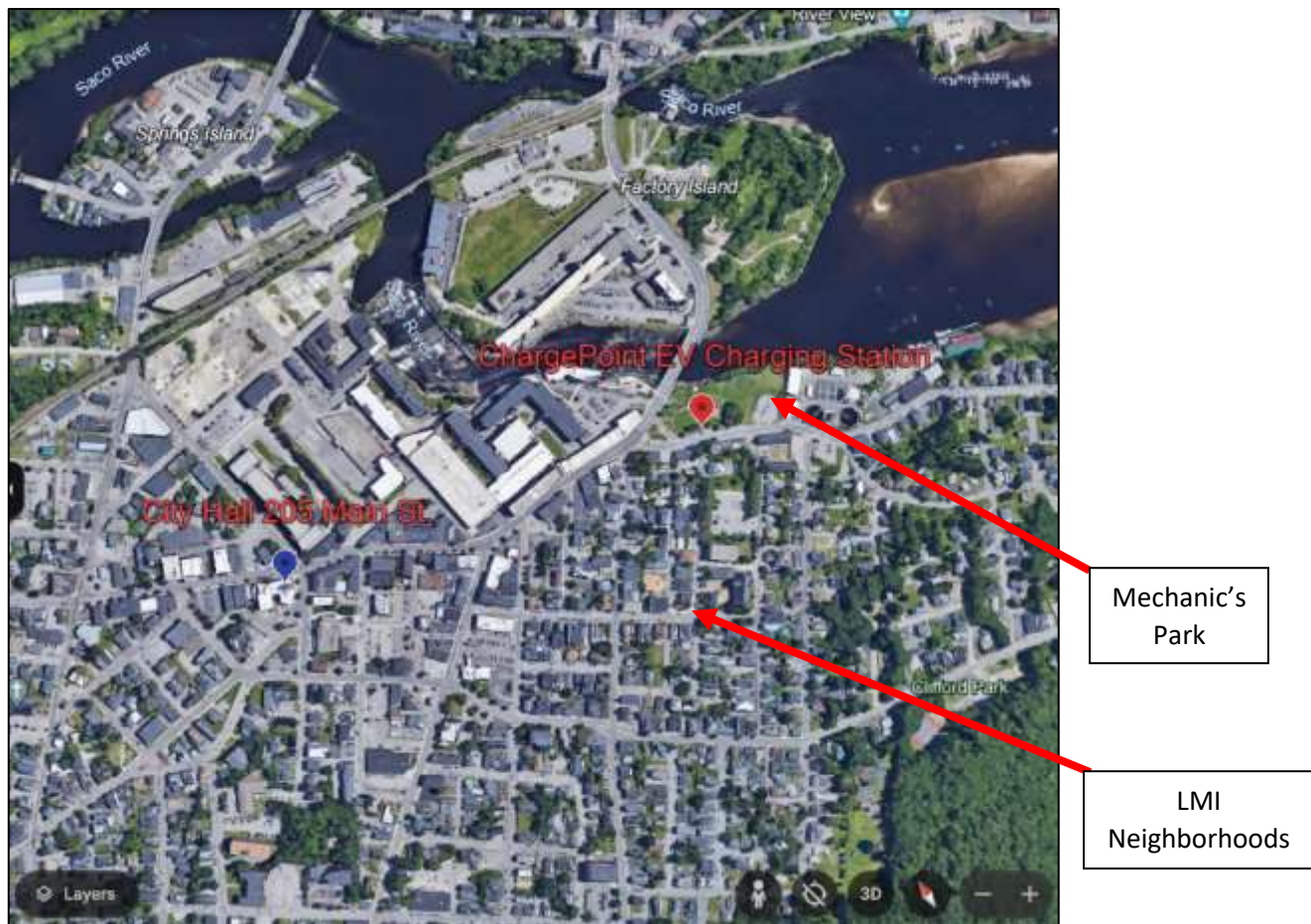
- Cobblestone and asphalt replacement. We will fill and re-level trenches, but assume the City's own crews can complete this work more cost effectively than us subcontracting it out for these small scope repairs.
- Utility-assessed costs for the new service, including but not limited to poles, anchors, line extensions, easements, overhead secondary wiring, transformers, etc.
- Landscape remediation other than refilling and leveling trenches with excavated materials. Some small vegetation may need to be removed in order to trench and roots of nearby vegetation may be disturbed causing damage or death to the plants.
- Tree or stump removal, unless specifically noted above.
- Fencing or other aesthetic elements, unless specifically noted above.
- Repair or replacement of damaged existing site conditions, unless specifically noted above.
- Removal or relocation of on-site equipment in the work area, unless specifically noted above.



REVISION ENERGY

- Any costs associated with a full site review, which may be requested by the local planning board, council, or historic districts.
- Survey work, PE-stamped site plans, any other legal descriptions of property, or site renderings.
- Parking lot reconfiguration or striping.
- Hardware to boost cellular signals to necessary levels, unless specifically outlined in the scope of work.

The City of Biddeford, Maine proposes to install one dual-port electric vehicle charging station at the parking median on Water Street (see red place mark in image below). Parking spaces on either side of this median will be dedicated to electric vehicles for charging purposes only. This location serves park users as well as adjacent LMI neighborhoods.



Courtesy Google Earth: [Google Earth](https://www.google.com/earth/)



Courtesy Google Earth: [Google Earth](https://www.google.com/earth/)



Image 1



Image 2



Image 3



City Council

Meeting Date: August 20, 2024

Meeting Time: 6:00 PM

Agenda Item No: 10.f

Item Description: 2024.135 Recommendation - Acceptance of Waterworks Drive as a Public Way

Submitted By: Jeff Demers, Director of Public Works

Supporting Information/Documentation:

Waterworks Drive Council Order, Waterworks Drive ROW Exhibit - FINAL, MWC Letter to City for Future Conveyance, Hidden Hills Deed - DRAFT, MWC Deed - DRAFT, Shaw Brothers Letter

Key Terms:

Executive Summary:

Matt Chamberlain, the developer of Hidden Hills, has formally requested that Waterworks Drive be accepted as a public street.

Detailed Review:

Waterworks Drive was built to access Maine Water Company's new treatment facility off of South Street and received final paving in the fall of 2021. The road was designed per City ordinances and was built per-plan by Shaw Brothers; see attached confirmation letter.

In 2024, the Hidden Hills Development received Final Planning Board approval with two notable requirements:

- a. Since it is a mobile home park, the development requires two access drives from a Public City Street; therefore requiring Waterworks Drive to Publicly accepted
- b. An at-grade sidewalk was to be installed to provide safe pedestrian access from South Street to the development, which Foglio built this summer (with applicable performance bonding still in-place)

This Public Roadway acceptance consists of two parcels, one owned by the Hidden Hills development and one owned by the Maine Water Company. A final right-of-way exhibit with

applicable easements is attached.

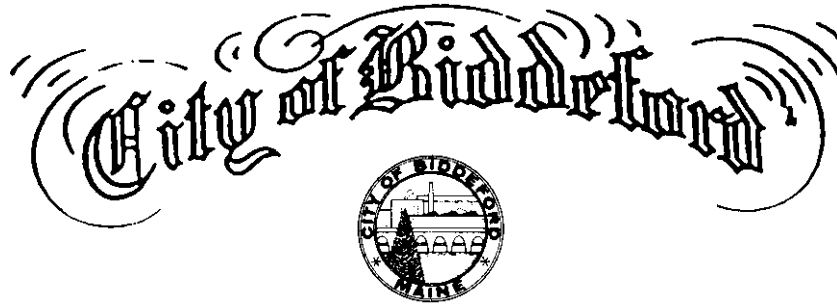
Note: The Maine Water Company's Board of Directors has not approved this parcel conveyance, but plan to-do so at their September board meeting; see attached letter.

Final signed and recorded deeds are outstanding and should be a condition of final approval for Public Road Acceptance.

Funding Source:

Staff Recommendation:

The City's Public Works Director recommends moving forward with the acceptance of Waterworks Drive as a public street. Public works would take care of all maintenance going forward within the described right of way plan. The Public Works Director is requesting the City Council accept the street as a public road with the following contingencies: Maine Water Company delivers the final deed through its board and lenders, all deeds are signed and recorded, and that all deeds are reviewed by the City's attorney before accepting.



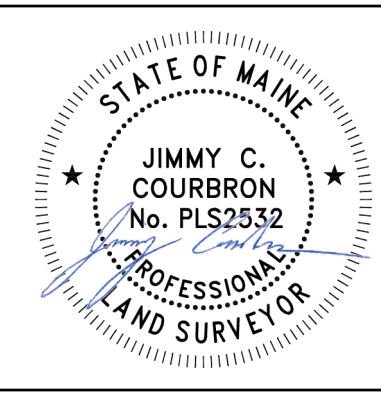
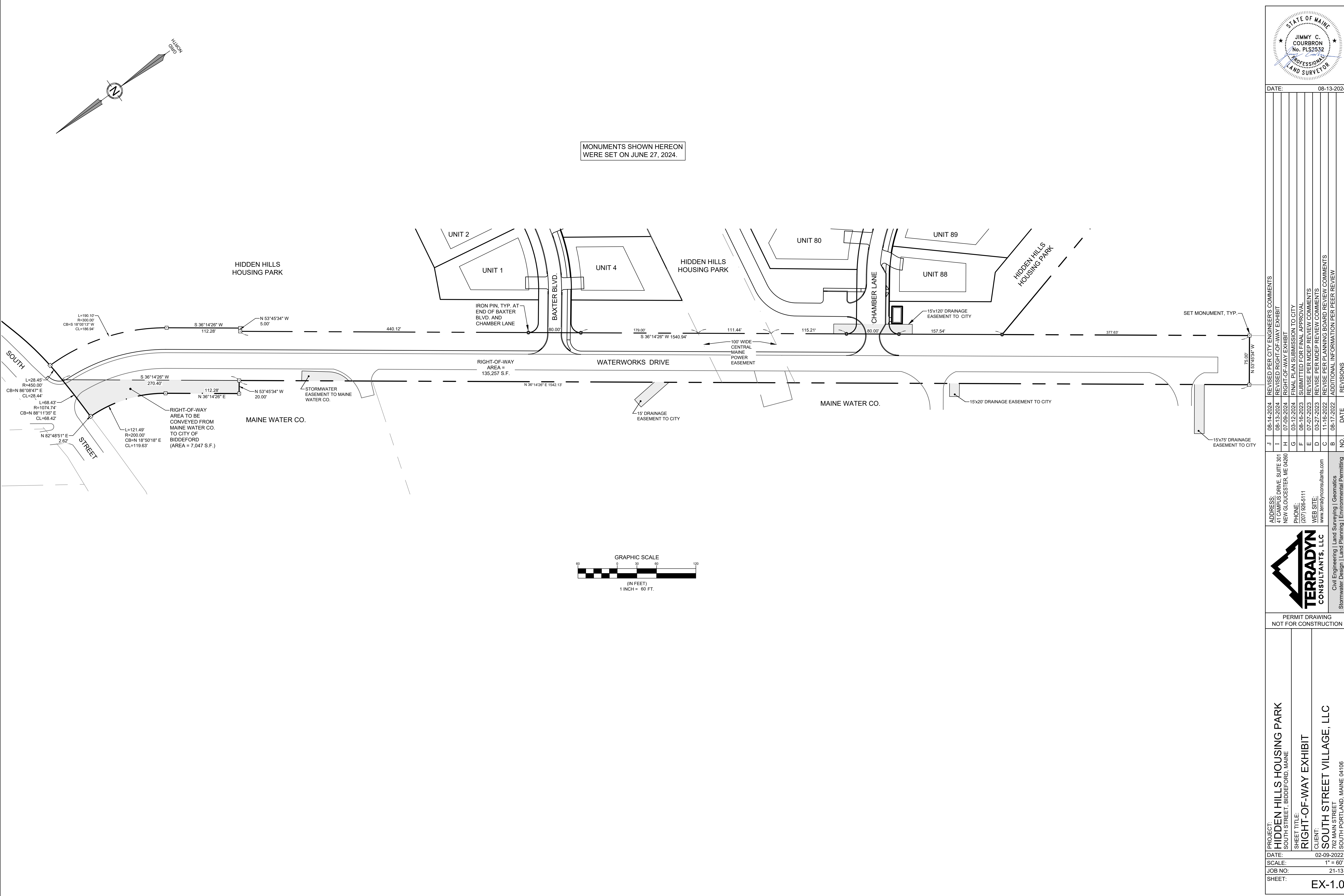
2024. 135

IN BOARD OF CITY COUNCIL... August 20, 2024

BE IT ORDERED, that the City Council approve the acceptance of Water works drive as a public street. The following contingencies pertain to this order. The Maine Water Company's Board of Directors need to approve this parcel conveyance, at their September 2024 board meeting;

Final signed and recorded deeds are condition of final approval for Public Road Acceptance.

Attest by: _____



DATE: 08-13-2024

REVISIONS	
NO	DATE
J	08-14-2024
I	08-15-2024
H	07-09-2024
G	03-12-2024
F	08-16-2023
E	07-07-2023
D	03-27-2023
C	11-16-2022
B	08-17-2022
A	

ADDRESS:
41 CAMPUS DRIVE, SUITE 301
NEW GLOUCESTER, ME 04260

PHONE:
(207) 926-5111

WEB SITE:
www.terradynconsultants.com

TERRADYN
CONSULTANTS, LLC

Civil Engineering | Land Surveying | Geomatics
Stormwater Design | Land Planning | Environmental Permitting

PERMIT DRAWING
NOT FOR CONSTRUCTION

PROJECT:
HIDDEN HILLS HOUSING PARK
SOUTH STREET, BIDDEFORD, MAINE

SHEET TITLE:
RIGHT-OF-WAY EXHIBIT

CLIENT:
SOUTH STREET VILLAGE, LLC
782 MAIN STREET
SOUTH PORTLAND, MAINE 04106

DATE: 02-09-2022

SCALE: 1" = 60'

JOB NO: 21-13

SHEET: EX-1.0



August 14, 2024

Biddeford City Council
205 Main Street
Biddeford, Maine 04005

Re: Waterworks Drive Acceptance

Dear Members of the Biddeford City Council:

This letter is intended to confirm Maine Water Company's willingness to convey a portion of its property located at the intersection of South Street and Waterworks Drive to the City of Biddeford in connection with the City's acceptance of a portion of Waterworks Drive as a public way as part of South Street Village LLC's development of its property adjacent to the Company's recently completed water treatment facility. The portion of the Company's property is depicted on plans that have been circulated to us and our attorney, Rick Shinay of the firm of Drummond Woodsum, by South Street's attorney, Paul Weinstein of the firm of Weinstein, Lovell & Ordway, P.A., with respect to the Waterworks Drive acceptance process. Prior to the Company's execution and delivery of its Deed to the City, the Company's Board of Directors and the Company's lender will need to consent to the conveyance. The Board is scheduled to take this matter up at its September 19 meeting and, assuming Board approval, which we anticipate will be granted, Attorney Shinay will promptly seek the consent of our lender, which we also anticipate will be forthcoming.

Please contact me should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Cummons".

Mike Cummons
Vice President
Maine Water Company

cc: Paul D. Weinstein, Esq.
Richard A. Shinay, Esq.

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, THAT SOUTH STREET VILLAGE LLC, a Maine corporation with offices in South Portland, in the County of Cumberland and State of Maine, for good and valuable consideration, grants to the CITY OF BIDDEFORD, a municipal corporation with a mailing address of 205 Main Street, Biddeford, Maine, with Warranty Covenants, for highway purposes and without claim for damages, all of its right, title and interest in and to the street known as Waterworks Drive described in Exhibit A annexed hereto and made a part hereof and as depicted on the subdivision plan entitled "Hidden Hills Housing Park" dated February 9, 2022, with revisions through July 24, 2024, and recorded in the York County Registry of Deeds in Plan Book 441, Page 15, to which plan reference may be made for a more particular description of the premises hereby conveyed; together with all of the rights appurtenant thereto.

TOGETHER WITH a perpetual easement over a strip of land on the easterly sideline of Waterworks Drive for all purposes relating to the installation and maintenance of drainage ways and structures, said easement being fifteen (15) feet in width and extending thirty (30) feet beyond each end of the culvert to be installed underneath Chamberlain Lane as showed on the Hidden Hills Housing Park plan. This easement shall include the right of entry by persons and machines provided that the entity exercising the right to construct or maintain such easement areas or drainage ways shall suitably re-grade, repair, and/or re-seed any areas disturbed by such construction or maintenance, and restore them to their condition existing prior to such entry. Subject to the rights of the Grantor to use such areas for all purposes not inconsistent with the easement conveyed herein.

SUBJECT TO the rights of Grantor and The Maine Water Company, their successors and assigns, to connect with, maintain, repair and replace any above above-ground and underground utility and communication lines including, but not limited to, water lines, sewer lines, power lines, telephone and internet communication lines, and gas lines, serving The Maine Water Company's adjoining property, or any portion thereof, that have been located within the premises conveyed herein by The Maine Water Company pursuant to that certain Easement Deed from the Grantor to The Maine Water Company dated June 23, 2020, and recorded in the York County Registry of Deeds in Book 18290, Page 241, subject to all terms and conditions of said Easement Deed.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed and sealed by Matthew Chamberlain, its Member thereunto duly authorized this ____ day of _____, 2024.

Signed, sealed and delivered
In the presence of

SOUTH STREET VILLAGE LLC

WITNESS

By: Matthew Chamberlain
Its: Member

STATE OF MAINE
COUNTY OF YORK

_____, 2024

Personally appeared the above-named Matthew Chamberlain, in his capacity as Member of South Street Village LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of South Street Village LLC.

Before me,

Notary Public / Attorney at Law

Name:

Commission expires:

EXHIBIT A

A certain strip of land situated on the southerly sideline of South Street, in the City of Biddeford, County of York, State of Maine, and being more particularly described as follows:

Beginning on the southerly sideline of South Street and being at the northeast corner of land now or formerly of Maine Water Co. as described in a deed dated March 29, 2019 and recorded in the York County Registry of deeds in Book 17919, Page 909;

- 1) Thence, northeasterly along the southerly sideline of South Street, on a curve to the left, having a radius of four hundred fifty and 00/100 feet (450.00') with an arc length of twenty-eight and 45/100 feet (28.45'), said curve also having a chord bearing of N 86° 08' 47" E with a chord length of twenty-eight and 44/100 feet (28.44') to a 4"x4" granite monument set;
- 2) Thence, on a curve to the right, having a radius of three hundred and 00/100 feet (300.00') with an arc length of one hundred ninety and 10/100 feet (190.10'), said curve also having a chord bearing of S 18° 05' 13" W with a chord length of one hundred eighty-six and 94/100 feet (186.94') to a granite monument set;
- 3) Thence, S 36° 14' 26" W a distance of one hundred twelve and 28/100 feet (112.28') to a 4"x4" granite monument set;
- 4) Thence, N 53° 45' 34" W a distance of five feet and 00/100 feet (5.00') to a 4"x4" granite monument set;
- 5) Thence, S 36° 14' 26" W a distance of one thousand five hundred forty and 94/100 feet (1,540.94') to a 4"x4" granite monument set;
- 6) Thence, N 53° 45' 34" W a distance of seventy-five and 00/100 feet (75.00') to a 4"x4" granite monument set on the southeasterly sideline of land now or formerly of Biddeford & Saco Water Company as described in a deed dated April 13, 1981 and recorded in the York County Registry of Deeds in Book 2775, Page 9;
- 7) Thence, N 36° 14' 26" E along the southeasterly sideline of said Biddeford & Saco Water Company (2775/9) and the southeasterly sideline of said Maine Water Co.(17919 / 909) a distance of one thousand eight hundred twelve and 53/100 feet (1,812.53') to the Point of Beginning.

Reference is made to a plan entitled “Existing Conditions Survey of Land of South Street Village, LLC” dated June 23, 2022 prepared by NORSE Northern Survey Engineering. The above-described easement contains 135,257 square feet more or less. The bearings referred to above are referenced to Grid North, Maine State Plane Coordinate System, West Zone 1802-NAD83. Being a portion of the premises as described in a deed dated August 15, 2017 and recorded at the York County Registry of Deeds in Book 17541, Page 869.

DRAFT

RELEASE DEED

THE MAINE WATER COMPANY, a corporation organized and existing under the laws of the State of Maine, with a mailing address of 93 Industrial Park Road, Saco Maine 04072-1804 (the "Grantor"), for consideration paid, RELEASES to the CITY OF BIDDEFORD, a Maine municipal corporation, with a mailing address of 205 Main Street, Biddeford, Maine, for highway purposes and without claim for damages, all of its right, title and interest in and to that portion of the street known as Waterworks Drive more particularly described in Exhibit A attached hereto and made a part hereof, reference being made to a subdivision plan entitled "Hidden Hills Housing Park" dated February 9, 2022, revised through July 24, 2024 and recorded in the York County Registry of Deeds in Plan Book 441, Page 15 (the "Plan"), on which Plan Waterworks Drive is shown.

TOGETHER WITH an easement fifteen (15) feet in width as depicted on the Plan for all purposes relating to the installation and maintenance of drainage ways and related structures. This easement shall include the right of entry by persons and machines provided that the entity exercising the right to construct or maintain such easement areas or drainage ways shall suitably re-grade, repair, and/or re-seed any areas disturbed by such construction or maintenance and restore them to their condition existing prior to such entry. Subject to the rights of the Grantor to use such areas for all purposes not inconsistent with the easement conveyed herein.

SUBJECT TO the Grantor's right to maintain, repair and replace and above above-ground and underground utility and communication lines including, but not limited to, water lines, sewer lines, power lines, telephone and internet communication lines, and gas lines, serving the Grantor's remaining property, or any portion thereof, that may be located within the premises conveyed herein.

Reference is made to a Warranty Deed to the Grantor from Medrick S. Payette, Jr. and Cecile F. Payette dated March 29, 2019, and recorded in the York County Registry of Deeds in Book 17919, Page 909, and Book 17920, Page 831, for the Grantor's source of title to the premises conveyed herein.

IN WITNESS WHEREOF, THE MAINE WATER COMPANY has caused this instrument to be executed by Mark A. Vannoy, its President, thereunto duly authorized, this ____ day of _____, 2024.

WITNESS:

THE MAINE WATER COMPANY

By: _____
Mark A. Vannoy
Its President

STATE OF MAINE
COUNTY OF YORK, ss.

_____, 2024

Then personally appeared the above-named Mark A. Vannoy, President of THE MAINE WATER COMPANY, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of THE MAINE WATER COMPANY.

Before me,

Notary Public/Maine Attorney at Law

Print Name

My commission expires

MORTGAGEE'S JOINDER

U.S. BANK NATIONAL ASSOCIATION, not individually but solely in its capacity as successor Trustee under an Indenture from Biddeford & Saco Water Company, predecessor to The Maine Water Company, to Union Safe Deposit and Trust Company, as initial Trustee, dated as of August 1, 1923, and recorded in the York County Registry of Deeds in Book 727, Page 2, as amended and supplemented to date (collectively, the "Indenture"), hereby joins in the Deed to which this Mortgagee's Joinder is attached for the sole and limited purpose of releasing the premises described in said Deed, and no other, from the Indenture. This Mortgagee's Joinder shall in no way affect or impair the right of U.S. BANK NATIONAL ASSOCIATION to hold under the Indenture, as security for the sums remaining due thereon, all the remainder of the mortgaged premises therein conveyed or described and not hereby released.

IN WITNESS WHEREOF, U.S. BANK NATIONAL ASSOCIATION, as Trustee as aforesaid, has caused this Mortgagee's Joinder to be executed by _____, its _____, thereunto duly authorized, as of the _____ day of _____, 2024.

WITNESS:

U.S. BANK NATIONAL
ASSOCIATION, as Trustee as
aforesaid

By: _____

Its _____

Print name

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK, ss.

_____, 2024

Then personally appeared the above-named _____,
_____ of U.S. BANK NATIONAL ASSOCIATION, and acknowledged the
foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and
deed of said U.S. BANK NATIONAL ASSOCIATION, as Trustee as aforesaid.

Before me,

Notary Public

Print name

My commission expires _____

EXHIBIT A

A certain parcel of land situated on the southerly side of South Street, so called, in the City of Biddeford, County of York, State of Maine, being more particularly bounded and described as follows:

Beginning on the southerly sideline of South Street and being at the northeast corner of the Grantor herein as described in a deed dated March 29, 2019 and recorded in the York County Registry of deeds in Book 17919, Page 909;

- 1) Thence S $36^{\circ} 14' 26''$ W, along the southeasterly line of the Grantor herein, a distance of 270.40 feet to a 4"x4" granite monument set;
- 2) Thence N $53^{\circ} 45' 34''$ W, through land of the Grantor herein, a distance of 20.00 feet to a 4"x4" granite monument set;
- 3) Thence, N $36^{\circ} 14' 26''$ E, through land of the Grantor herein, a distance of 112.28 feet to a 4"x4" granite monument set at the start of a tangential curve;
- 4) Thence northeasterly, through land of the Grantor herein, along a tangential curve concave to the left and that has the following curve elements: a radius of 200.00 feet, an arc length of 121.49 feet and a chord that bears N $18^{\circ} 50' 18''$ E for a distance of 119.63 feet to a 4"x4" granite monument set on the southerly sideline of South Street;
- 5) Thence N $82^{\circ} 48' 51''$ E, along the southerly sideline of South Street, a distance of 2.62 feet to the start of a tangential curve;
- 6) Thence northeasterly, along the southerly sideline of South Street, along a tangential curve concave to the left and that has the following curve elements: a radius of 1074.74 feet, an arc length of 68.43 feet and a chord that bears N $88^{\circ} 11' 35''$ E for a distance of 68.42 feet to the Point of Beginning.

Containing approximately 7,047 square feet.

Reference is made to a plan entitled "Existing Conditions Survey of Land of South Street Village, LLC" dated June 23, 2022 prepared by NORSE Northern Survey Engineering. The bearings referred to above are referenced to Grid North, Maine State Plane Coordinate System, West Zone 1802-NAD83. Being a portion of the premises as described in a deed dated March 29, 2019 and recorded at the York County Registry of Deeds in Book 17919, Page 909.



SHAW BROTHERS CONSTRUCTION, INC.

P.O. Box 69 • 341 Mosher Road • Gorham, Me 04038

Tel: (207) 839-2552 • Fax: (207)839-6239

Website: www.shawbrothers.com

May 29, 2024

Mr. Jeffery Demers, Public Works Director
City of Biddeford, Maine
371 Hill Street
Biddeford, Maine 04005

Subject: Waterworks Drive Construction – Maine Water – Biddeford Water Treatment Facility

Dear Jeff,

I was Shaw Brothers Construction, Inc's Superintendent for the Maine Water Company's new Biddeford Water Treatment Facility, located off South Street, Biddeford, Maine. I hereby certify the construction of Waterworks Drive was completed in accordance with the issued for construction plans and specifications designed by Hazen and Sawyer Engineers of Boston, MA and Walsh Engineering and Associates of Westbrook, ME.

The roadway subgrade was graded with a crown at the centerline and compacted using a 24,000-pound smooth drum roller. Aggregate Sub-base Course Gravel, MDOT 703.06(c) Type-D was installed 24" in thickness in two 12" lifts. The Type-D Gravel toes out at the point where subgrade daylight to the roadway in-slope or ditch. The Aggregate Base Course Gravel, MDOT 703.06(a) Type A was installed 4" in thickness to the edge of the shoulders. Hot Mix Asphalt Base Course Pavement, MDOT 703.09 – Type 19 mm was installed 3" in thickness. Hot Mix Asphalt Surface Course Pavement, MDOT 703.09 – Type 9.5 mm was installed 2" in thickness.

The Roadway was constructed in three phases. Early on in the project, Spring of 2020, we constructed the roadway up to the top of Type-D Sub-base Gravel. The roadway received heavy construction traffic during the spring, summer and fall of 2020. We installed the Base Gravel and Binder Pavement in the Fall of 2020. The roadway received heavy construction traffic during the 2021 construction year. We installed the surface pavement in the fall of 2021.

If you have any questions or require any additional information, please feel free to contact me.

Sincerely,

John Garvin

John Garvin
Construction Superintendent.



City Council

Meeting August 20, 2024

Date:

Meeting 6:00 PM

Time:

Agenda Item 10.g

No:

Item 2024.136 Approval/Ordinance Change Part III: Land Development Regulations,

Description: "Table A- Table of Land Uses"

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

By:

Supporting Information/Documentation:

Council Order Multifamily Residential in the I-3 zone, Table A Table of land Uses I3 Residential Uses 8-20-2024 Council Review

Key Terms:

Ordinance Amendment to the City's Code of Ordinances; Part III: Land Development Regulations; "Table A- Table of Land Uses" to allow multi-family residential developments within the I-3 Zoning District, with conditions.

Executive Summary:

This amendment is of particular importance to the proposed Westbrook Development Corporation development and Contract Zone (#24) so that the underlining zoning meets the proposed use to comply with State law. If the proposed Ordinance amendment is not passed the Westbrook Development Corporation project has a high risk of disqualification for funding, which would prevent the project to move forward. The proposed Ordinance amendment would allow multi-family developments, with 25 or more units, within the City's I-3 zoning district, as Permitted ("P") Uses providing they meet the recommended criteria.

Detailed Review:

As the Council is aware, City staff has been working on a couple of multi-family housing developments along Barra Road. Although both projects are seeking Contract Zones for their developments, Staff believes that these types of desirable developments should be allowed within the I-3 zoning district, with conditions. Staff is recommending the adoption of the attached Zoning Amendment to the City's Code of Ordinances, Part III: Land Development

Regulations, Table A – Table of Land Uses to allow multi-family housing developments within the City’s I-3 Zoning District, with conditions. The focus of the Amendment is highlighted in blue underline for text additions. There are no text deletions proposed. The proposed text amendment is attached in the Council packet and the proposed “conditions” wording is also shown below:

1. Multifamily Dwellings: Proposed as a Permitted Use identified in Table A as “P”.
2. Proposed Conditions shown below:

28. Multi-family dwellings are a permitted use within the I-3 zoning District providing:

1. The housing development contains over 25-Units.
2. The allowed housing density shall be 1,500 square feet per unit, divided by the lot acreage.
3. The project is reviewed and approved by the Planning Board for Site Plan Review.
4. Residential developments within the I-3 zoning district shall comply with the standards established in the City of Biddeford Code of Ordinances, Part III – Land Development Regulations; Article VI – Performance Standards; Section 40 Inclusionary Zoning.

Funding Source:

Not Applicable

Staff Recommendation:

The proposed Ordinance Amendment is being forwarded to the City Council by Staff, with a recommendation from the Planning Board, to adopt the proposed amendment, as written, as it seeks to increase the City’s supply of housing, particularly affordable housing, for all economic groups and to limit the net loss of housing units in the City. The proposed amendment is in keeping with the City’s 2023 Comprehensive Plan which recommended additional housing within our designated “growth areas”. As part of the recommended adoption of said amendment, and the proposed Council Order (#2024.136), Staff is also seeking the following, under separate Council Orders, namely:

1. Approval/Waive Second Reading of Order # 2024.136 via Council Order # 2024.137 (Agenda Item #13.h)
2. Approval/Waive 30 Day adoption date - Order # 2024.138 (Agenda Item #13.i)

City of Biddeford

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

2024.136

IN BOARD OF CITY COUNCIL on August 20, 2024

BE IT ORDERED, by the City Council of the City of Biddeford, hereby approves an amendment to the City's Code of Ordinances; Part III: Land Development Regulations; "Table A- Table of Land Uses" to allow multi-family residential developments within the I-3 Zoning District, with conditions as written on the attached Ordinance.

Attest by: _____

City Council Review
Ordinance Amendment to “Table A – Table of Land Uses” to Include Multi-family developments within the I-3 Zoning District
Date: August 20, 2024

V Attachment 1 City of Biddeford Table A
Table of Land Uses

[Amended 2-2-2010 by Ord. No. 2009.98; 8-3-2010 by Ord. No. 2010.70; 9-21-2010 by Ord. No. 2010.93; 6-21-2011 by Ord. No. 2011.36;
6-21-2011 by Ord. No. 2011.37; 4-3-2012 by Ord. No. 2012.24; 4-16-2013 by Ord. No. 2013.24; 3-18-2014 by Ord. No. 2014.16; 9-6-2016 by Ord. No. 2016.74; 1-17-2017 by Ord. No. 2016.87; 6-20-2017 by Ord. No. 2017.57; 1-
16-2018 by Ord. No. 2018.3; 1-16-2018 by Ord. No. 2018.5; 6-5-2018 by Ord. No. 2018.44; 10-2-2018 by Ord. No. 2018.110; 3-5-2019 by Ord. No. 2019.15; 3-5-2019 by Ord. No. 2019.16]

KEY:
* Subject to Article VI, Performance Standards, of this ordinance. P Permitted use.
Not permitted.
C Conditional use. See Article VII for specific standards. A Accessory use.

	Article VI Section*	SR-1	CR	R-1-A	R-1-B	R-2	R-3	B-1	B-2	I-1	I-2	I-3	W-1	W-2	W-3	R-F	LR-F	M	IN ²⁰	OR	MSRD- 1 ^{7,8}	MSRD-2	MSRD-3
Residential uses:																							
Accessory dwelling units* 27	78	P	P	P	P	P	P						P		P	P				P		P	
Accessory structure*	2	P3	P3	P3	P3	P3	P3	P	P	P	P	P	P	P	P	P			P	P	P	P	P
Boarding, rooming house*	10					C	C															C	C
Bed-and-breakfast*	9		C			C							C			C				C	P	C	P
Cluster development*	18	C	C	C	C	C	C									C17						C	
Congregate housing*	19					C	C									C				C	P	C	P
Duplex/2-family	24	C				P	P								P	C				P		P	
Home occupation*	38	C	C	C	C	C	C	C						C	C	C				C	C	C	C
Manufactured housing*	See Article VI, Section 45.																						
Mobile home park*	See Article VI, Section 45.																						
Multifamily dwelling*	47					P	P	P				P*28		P1	P					C	P	P	P
Planned unit development*	73					C	C													C	C	C	C
Single-family dwelling 11	2	P	P	P	P	P	P						P		P	P				P		P	

- NOTES: a This column has been provided to serve as an aid in finding specific performance standards, but does not address all standards that may apply. Please consult Article VI for subsequent standards that may apply to a particular project.
- All uses cited above are subject to specific lot and setback, height, and performance requirements, as well as specific notes below:
- Multifamily use shall not exceed 10 units per structure, except in conformance with Table A Notes #28.
 - Requires Planning Board approval.
 - Accessory structures shall be limited to:
 - Private detached garages for the storage of no more than three automobiles.
 - Private greenhouses less than 200 square feet in floor area.
 - Private swimming pools.
 - Storage sheds, provided that they are uninhabitable and less than 200 square feet in area.
 - Decks, porches, patios, gazebos, summerhouses, and other structures intended for outdoor use, provided they are uninhabitable.
 - No closer than 1,000 feet to another similar facility.
 - (Reserved)
 - (Reserved)
 - Drive-through establishments (except as provided in Note 8) and street level residential uses are prohibited in the MSRD-1 Commercial Core District in the following areas:
 - Along both sides of Main Street between the intersection of Elm Street (Route 1) and Main Street through to the Saco City Line north of Water Street;

City Council Review

Ordinance Amendment to “Table A – Table of Land Uses” to Include Multi-family developments within the I-3 Zoning District

Date: August 20, 2024

- (b) On both sides of Adams Street from Main Street to Jefferson Street;
- (c) On the north side of Jefferson Street from Main Street to Alfred Street;
- (d) On both sides of Washington Street from Main Street to Jefferson Street;
- (e) On both sides of Federal Street between Washington Street and Franklin Street;
- (f) On both sides of Franklin Street; and (g) On both sides of Alfred Street from Jefferson Street/Pool Street to Main Street.

8. Financial institutions are permitted drive-throughs limited to two lanes, are a conditional review by the Planning Board, and must adhere to the following standards:

- (a) Located on the side or rear of the building and never between the building and the Main Street.
- (b) Access drive located to minimize impact on pedestrians:
 - Not between building and the street;
 - Entrance from a side street where possible;
 - Sidewalk material carried across any driveways.
- (c) Adequate queuing land preferably separate from the parking lot.
- (d) Architectural treatment compatible with main building.
- (e) Controlled lighting that does not glare onto neighboring property.

9. Review by the Board of Appeals required for all truck loading facilities for new buildings and for changes in tenancy.

10. Limited to offices for medical professionals and associated fields.

11. Unless otherwise stated or allowed within the provisions of this ordinance, no more than one dwelling unit shall be allowed per lot.

12. (Reserved)

13. Shall be considered as a home occupation; only products grown on the premises may be sold, unless the stand is recognized as a commercial operation.

14. Transportation facilities here shall be limited to facilities associated with firms or businesses serving passenger transport, such as bus terminals, taxi stations, passenger rail stations, etc.

15. (Reserved)

16. Shall be limited to internal storage in existing buildings that require no external structural changes. No loading bays shall be constructed. Off-street parking shall be available with no fewer than one space per 20 storage units. A copy of the contract that will be offered to prospective tenants shall be submitted for review.

17. Adult businesses are restricted to that portion of the B-2 District between Dartmouth Street and Landry Street. No adult business shall be located on any lot or parcel of land with road frontage on Elm Street.

18. All subdivisions in the Rural Farm Zoning District shall be clustered, and developed in accordance with Article VI, Section 16, Cluster Developments, of this ordinance.

19. This use does not include facilities, activities, or programs conducted by or hosted by a college or university that meet the definition of “university uses.” Such uses shall be considered as university uses and shall be permitted in the institutional zone subject to the requirements of the zone and the additional performance standards for colleges/universities.

20. Within that portion of the Institutional (IN) Zone subject to a Shoreland Zoning District, existing buildings, structures, and roads may be maintained, modified, or replaced but no new buildings shall be built or located and no existing buildings shall be enlarged (including the replacement of existing buildings) except as follows: The existing buildings and roads may be modified to the extent necessary to meet the requirements of applicable local, state, or federal codes or regulations, the existing sewage treatment plant may be expanded or replaced, and the existing Marine Science Center may be expanded through the construction of one additional building, provided that such changes meet all shoreland requirements and the performance standards of Article XIV.

21. See Article V, Section 7, Main Street Revitalization Districts for land uses.

22. All addiction treatment facilities shall meet all applicable federal, state, and local laws and regulations. No occupancy permits shall be issued until evidence of state certification has been presented to the Code Enforcement Office.

23. (Reserved)

24. (Reserved)

25. Internal storage fully enclosed within buildings only. Loading bays shall be located on the side or rear of buildings and shall be screened from view from public streets and any abutting residential uses.

26. Self- storage facilities in the B-2 Zone shall not be permitted northeast of the Route 1/Dartmouth Street intersection.

27. Accessory dwelling units may also be permitted in nonresidential zones where there exists a nonconforming (as to use) single-family dwelling on a lot that was in existence as of January 1, 2017. See Article VI, Section 78.

28. Multi-family dwellings are a permitted use within the I-3 zoning District providing:

- a) The housing development contains over 25-Units**
- b) The allowed housing density shall be 1,500 square feet per unit, divided by the lot acreage.**
- c) The project is reviewed and approved by the Planning Board for Site Plan Review**
- d) Residential developments within the I-3 zoning district shall comply with the standards established in the City of Biddeford Code of Ordinances, Part III – Land Development Regulations; Article VI – Performance Standards; Section 40 Inclusionary Zoning.**



City Council

Meeting Date: August 20, 2024

Meeting Time: 6:00 PM

Agenda Item 10.h

No:

Item 2024.137 Approval/Dispense with Second Reading of item 2024.136 on Two

Description: Separate Days

Submitted By: David C.M. Galbraith

Deputy Director Planning & Economic Development/City Planner

Supporting Information/Documentation:

Council Order Waiving Separate Day 2nd Reading of 2024.136 - Multifamily Residential in the I-3 zone (2), Table A Table of land Uses I3 Residential Uses 8-20-2024 Council Review

Key Terms:

Approval Request: Order # 2024.137 to dispense with the requirement an Order be ready on two separate days for Order # 2024.136, an Ordinance Amendment to the City's Code of Ordinances; Part III: Land Development Regulations; "Table A- Table of Land Uses" to allow multi-family residential developments within the I-3 Zoning District, with conditions.

Executive Summary:

This request to waive the requirement that orders be read on two separate days allowing the second (2nd) reading of the proposed Zoning Amendment to the City's Code of Ordinances, Part III: Land Development Regulations, Table A – Table of Land Uses to allow multi-family housing developments within the City's I-3 Zoning District, with conditions on the same day as the first reading.

Detailed Review:

This request to waive separate day second reading requirement to the proposed Zoning Amendment to the City's Code of Ordinances, Part III: Land Development Regulations, Table A – Table of Land Uses which would allow multi-family housing developments within the City's I-3 Zoning District, with conditions. This waiver is being sought by City staff, on behalf of the Westbrook Development Corporation as their proposed development has a high risk of disqualification for 2024 funding, without the proposed amendment prior to their funding request submittal deadline which must occur in the next couple of weeks.

Attached is a copy of the proposed Zoning Ordinance Text Amendment to the City's Code of Ordinances, Part III: Land Development Regulations, Table A – Table of Land Uses to allow multi-family housing developments within the City's I-3 Zoning District, with conditions. The focus of the Amendment is highlighted in blue underline for text additions. There are no text deletions proposed.

Funding Source:

Not Applicable

Staff Recommendation:

Staff recommends the City Council dispense with the separate day second reading requirement for Council Order # 2024.136.

City of Biddeford



2024.137 IN BOARD OF CITY COUNCIL on August 20, 2024

BE IT ORDERED, that the requirement for reading orders on two separate days is hereby dispensed by a 2/3 vote of the Biddeford City Council allowing the second reading of Order # 2024.136 which modified the City's Code of Ordinances; Part III: Land Development Regulations; "Table A- Table of Land Uses" to allow multi-family residential developments within the I-3 Zoning District, with conditions.

Note: If approved, a second reading of Order 2024.136 should occur.

Attest by: _____

City Council Review
Ordinance Amendment to “Table A – Table of Land Uses” to Include Multi-family developments within the I-3 Zoning District
Date: August 20, 2024

V Attachment 1 City of Biddeford Table A
Table of Land Uses

[Amended 2-2-2010 by Ord. No. 2009.98; 8-3-2010 by Ord. No. 2010.70; 9-21-2010 by Ord. No. 2010.93; 6-21-2011 by Ord. No. 2011.36; 6-21-2011 by Ord. No. 2011.37; 4-3-2012 by Ord. No. 2012.24; 4-16-2013 by Ord. No. 2013.24; 3-18-2014 by Ord. No. 2014.16; 9-6-2016 by Ord. No. 2016.74; 1-17-2017 by Ord. No. 2016.87; 6-20-2017 by Ord. No. 2017.57; 1-16-2018 by Ord. No. 2018.3; 1-16-2018 by Ord. No. 2018.5; 6-5-2018 by Ord. No. 2018.44; 10-2-2018 by Ord. No. 2018.110; 3-5-2019 by Ord. No. 2019.15; 3-5-2019 by Ord. No. 2019.16]

KEY:
* Subject to Article VI, Performance Standards, of this ordinance. P Permitted use.
Not permitted.
C Conditional use. See Article VII for specific standards. A Accessory use.

	Article VI Section*	SR-1	CR	R-1-A	R-1-B	R-2	R-3	B-1	B-2	I-1	I-2	I-3	W-1	W-2	W-3	R-F	LR-F	M	IN ²⁰	OR	MSRD- 1 ^{7,8}	MSRD-2	MSRD-3
Residential uses:																							
Accessory dwelling units* 27	78	P	P	P	P	P	P						P		P	P				P		P	
Accessory structure*	2	P3	P3	P3	P3	P3	P3	P	P	P	P	P	P	P	P	P			P	P	P	P	P
Boarding, rooming house*	10					C	C															C	C
Bed-and-breakfast*	9		C			C							C			C				C	P	C	P
Cluster development*	18	C	C	C	C	C	C									C17						C	
Congregate housing*	19					C	C									C				C	P	C	P
Duplex/2-family	24	C				P	P								P	C				P		P	
Home occupation*	38	C	C	C	C	C	C	C						C	C	C				C	C	C	C
Manufactured housing*	See Article VI, Section 45.																						
Mobile home park*	See Article VI, Section 45.																						
Multifamily dwelling*	47					P	P	P				P*28		P1	P					C	P	P	P
Planned unit development*	73					C	C													C	C	C	C
Single-family dwelling 11	2	P	P	P	P	P	P						P		P	P				P		P	

- NOTES: a This column has been provided to serve as an aid in finding specific performance standards, but does not address all standards that may apply. Please consult Article VI for subsequent standards that may apply to a particular project.
- All uses cited above are subject to specific lot and setback, height, and performance requirements, as well as specific notes below:
- Multifamily use shall not exceed 10 units per structure, except in conformance with Table A Notes #28.
 - Requires Planning Board approval.
 - Accessory structures shall be limited to:
 - Private detached garages for the storage of no more than three automobiles.
 - Private greenhouses less than 200 square feet in floor area.
 - Private swimming pools.
 - Storage sheds, provided that they are uninhabitable and less than 200 square feet in area.
 - Decks, porches, patios, gazebos, summerhouses, and other structures intended for outdoor use, provided they are uninhabitable.
 - No closer than 1,000 feet to another similar facility.
 - (Reserved)
 - (Reserved)
 - Drive-through establishments (except as provided in Note 8) and street level residential uses are prohibited in the MSRD-1 Commercial Core District in the following areas:
 - Along both sides of Main Street between the intersection of Elm Street (Route 1) and Main Street through to the Saco City Line north of Water Street;

City Council Review

Ordinance Amendment to “Table A – Table of Land Uses” to Include Multi-family developments within the I-3 Zoning District

Date: August 20, 2024

- (b) On both sides of Adams Street from Main Street to Jefferson Street;
- (c) On the north side of Jefferson Street from Main Street to Alfred Street;
- (d) On both sides of Washington Street from Main Street to Jefferson Street;
- (e) On both sides of Federal Street between Washington Street and Franklin Street;
- (f) On both sides of Franklin Street; and (g) On both sides of Alfred Street from Jefferson Street/Pool Street to Main Street.

8. Financial institutions are permitted drive-throughs limited to two lanes, are a conditional review by the Planning Board, and must adhere to the following standards:

- (a) Located on the side or rear of the building and never between the building and the Main Street.
- (b) Access drive located to minimize impact on pedestrians:
 - Not between building and the street;
 - Entrance from a side street where possible;
 - Sidewalk material carried across any driveways.
- (c) Adequate queuing land preferably separate from the parking lot.
- (d) Architectural treatment compatible with main building.
- (e) Controlled lighting that does not glare onto neighboring property.

9. Review by the Board of Appeals required for all truck loading facilities for new buildings and for changes in tenancy.

10. Limited to offices for medical professionals and associated fields.

11. Unless otherwise stated or allowed within the provisions of this ordinance, no more than one dwelling unit shall be allowed per lot.

12. (Reserved)

13. Shall be considered as a home occupation; only products grown on the premises may be sold, unless the stand is recognized as a commercial operation.

14. Transportation facilities here shall be limited to facilities associated with firms or businesses serving passenger transport, such as bus terminals, taxi stations, passenger rail stations, etc.

15. (Reserved)

16. Shall be limited to internal storage in existing buildings that require no external structural changes. No loading bays shall be constructed. Off-street parking shall be available with no fewer than one space per 20 storage units. A copy of the contract that will be offered to prospective tenants shall be submitted for review.

17. Adult businesses are restricted to that portion of the B-2 District between Dartmouth Street and Landry Street. No adult business shall be located on any lot or parcel of land with road frontage on Elm Street.

18. All subdivisions in the Rural Farm Zoning District shall be clustered, and developed in accordance with Article VI, Section 16, Cluster Developments, of this ordinance.

19. This use does not include facilities, activities, or programs conducted by or hosted by a college or university that meet the definition of “university uses.” Such uses shall be considered as university uses and shall be permitted in the institutional zone subject to the requirements of the zone and the additional performance standards for colleges/universities.

20. Within that portion of the Institutional (IN) Zone subject to a Shoreland Zoning District, existing buildings, structures, and roads may be maintained, modified, or replaced but no new buildings shall be built or located and no existing buildings shall be enlarged (including the replacement of existing buildings) except as follows: The existing buildings and roads may be modified to the extent necessary to meet the requirements of applicable local, state, or federal codes or regulations, the existing sewage treatment plant may be expanded or replaced, and the existing Marine Science Center may be expanded through the construction of one additional building, provided that such changes meet all shoreland requirements and the performance standards of Article XIV.

21. See Article V, Section 7, Main Street Revitalization Districts for land uses.

22. All addiction treatment facilities shall meet all applicable federal, state, and local laws and regulations. No occupancy permits shall be issued until evidence of state certification has been presented to the Code Enforcement Office.

23. (Reserved)

24. (Reserved)

25. Internal storage fully enclosed within buildings only. Loading bays shall be located on the side or rear of buildings and shall be screened from view from public streets and any abutting residential uses.

26. Self- storage facilities in the B-2 Zone shall not be permitted northeast of the Route 1/Dartmouth Street intersection.

27. Accessory dwelling units may also be permitted in nonresidential zones where there exists a nonconforming (as to use) single-family dwelling on a lot that was in existence as of January 1, 2017. See Article VI, Section 78.

28. Multi-family dwellings are a permitted use within the I-3 zoning District providing:

- a) The housing development contains over 25-Units**
- b) The allowed housing density shall be 1,500 square feet per unit, divided by the lot acreage.**
- c) The project is reviewed and approved by the Planning Board for Site Plan Review**
- d) Residential developments within the I-3 zoning district shall comply with the standards established in the City of Biddeford Code of Ordinances, Part III – Land Development Regulations; Article VI – Performance Standards; Section 40 Inclusionary Zoning.**



City Council

Meeting Date: August 20, 2024

Meeting Time: 6:00 PM

Agenda Item No: 10.i

Item 2024.138 Approval/Waive 30 Day requirement for item 2024.136

Description:

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

Supporting Information/Documentation:

Council Order waive 30 Day adoption period Multifamily Residential in the I-3 zone (2), Table A
Table of Land Uses I3 Residential Uses 8-20-2024 Council Review

Key Terms:

Approval Request: Order # 2024.138 to Approve/Waive the 30 day effective date of Order # 2024.136, an Ordinance Amendment to the City's Code of Ordinances; Part III: Land Development Regulations; "Table A- Table of Land Uses" to allow multi-family residential developments within the I-3 Zoning District, with conditions. .

Executive Summary:

This request to waive the 30 day adoption time period of Council Order #2024.136 a Zoning Amendment to the City's Code of Ordinances, Part III: Land Development Regulations, Table A – Table of Land Uses to allow multi-family housing developments within the City's I-3 Zoning District, with conditions.

Detailed Review:

This request to waive the 30-day adoption time period of Council Order #2024.136, a Zoning Amendment to the City's Code of Ordinances, Part III: Land Development Regulations, Table A – Table of Land Uses to allow multifamily housing developments within the City's I-3 Zoning District, with conditions. This waiver is being sought by City Staff, on behalf of the Westbrook Development Corporation as their proposed development has a high risk of disqualification for 2024 funding, without the proposed amendment prior to their funding request submittal deadline, which must occur in the next couple of weeks.

Attached is a copy of the proposed Zoning Ordinance Text Amendment to the City's Code of Ordinances, Part III: Land Development Regulations, Table A – Table of Land Uses to allow multifamily housing developments within the City's I-3 Zoning District, with conditions. The

focus of the Amendment is highlighted in blue underline for text additions. There are no text deletions proposed.

Funding Source:

Not Applicable

Staff Recommendation:

Staff recommends the City Council waive 30 day adoption time period of Council Order #2024.136, a Zoning Text Amendment to the City's Code of Ordinances, Part III: Land Development Regulations, Table A – Table of Land Uses to allow multi-family housing developments within the City's I-3 Zoning District, with conditions.

City of Biddeford



2024.138 IN BOARD OF CITY COUNCIL on August 20, 2024

WHEREAS, the Biddeford City Council places a priority on housing , and

WHEREAS, the Maine Housing Authority offers housing tax credits and allows for competitive applications for such credits once per year, and

WHEREAS, missing the 2024 application period will delay development projects impacted by Amendment to the City's Code of Ordinances; Part III: Land Development Regulations; "Table A- Table of Land Uses" to allow multi-family residential developments within the I-3 Zoning District, with conditions, from apply for such tax credits until the 2025 application period, and

WHEREAS, such a delay will result in notice of award in 2026,

NOW THEREFORE BE IT ORDERED, by a 2/3 majority of the City Council that this delay constitutes an emergency and thus the City Council waives the 30 day effective date of Order # 2024.136, an Ordinance Amendment to the City's Code of Ordinances; Part III: Land Development Regulations; "Table A- Table of Land Uses" to allow multi-family residential developments within the I-3 Zoning District, with conditions, to become effective immediately.

Attest by: _____

City Council Review
Ordinance Amendment to “Table A – Table of Land Uses” to Include Multi-family developments within the I-3 Zoning District
Date: August 20, 2024

V Attachment 1 City of Biddeford Table A
Table of Land Uses

[Amended 2-2-2010 by Ord. No. 2009.98; 8-3-2010 by Ord. No. 2010.70; 9-21-2010 by Ord. No. 2010.93; 6-21-2011 by Ord. No. 2011.36;
6-21-2011 by Ord. No. 2011.37; 4-3-2012 by Ord. No. 2012.24; 4-16-2013 by Ord. No. 2013.24; 3-18-2014 by Ord. No. 2014.16; 9-6-2016 by Ord. No. 2016.74; 1-17-2017 by Ord. No. 2016.87; 6-20-2017 by Ord. No. 2017.57; 1-16-2018 by Ord. No. 2018.3; 1-16-2018 by Ord. No. 2018.5; 6-5-2018 by Ord. No. 2018.44; 10-2-2018 by Ord. No. 2018.110; 3-5-2019 by Ord. No. 2019.15; 3-5-2019 by Ord. No. 2019.16]
KEY:
* Subject to Article VI, Performance Standards, of this ordinance. P Permitted use.
Not permitted.
C Conditional use. See Article VII for specific standards. A Accessory use.

	Article VI Section*	SR-1	CR	R-1-A	R-1-B	R-2	R-3	B-1	B-2	I-1	I-2	I-3	W-1	W-2	W-3	R-F	LR-F	M	IN ²⁰	OR	MSRD- 1 ^{7,8}	MSRD-2	MSRD-3
Residential uses:																							
Accessory dwelling units* 27	78	P	P	P	P	P	P						P		P	P				P		P	
Accessory structure*	2	P3	P3	P3	P3	P3	P3	P	P	P	P	P	P	P	P	P			P	P	P	P	P
Boarding, rooming house*	10					C	C															C	C
Bed-and-breakfast*	9		C			C							C			C				C	P	C	P
Cluster development*	18	C	C	C	C	C	C									C17						C	
Congregate housing*	19					C	C									C				C	P	C	P
Duplex/2-family	24	C				P	P								P	C				P		P	
Home occupation*	38	C	C	C	C	C	C	C						C	C	C				C	C	C	C
Manufactured housing*	See Article VI, Section 45.																						
Mobile home park*	See Article VI, Section 45.																						
Multifamily dwelling*	47					P	P	P				P*28		P1	P					C	P	P	P
Planned unit development*	73					C	C													C	C	C	C
Single-family dwelling 11	2	P	P	P	P	P	P						P		P	P				P		P	

- NOTES: a This column has been provided to serve as an aid in finding specific performance standards, but does not address all standards that may apply. Please consult Article VI for subsequent standards that may apply to a particular project.
All uses cited above are subject to specific lot and setback, height, and performance requirements, as well as specific notes below:
- Multifamily use shall not exceed 10 units per structure, except in conformance with Table A Notes #28.
 - Requires Planning Board approval.
 - Accessory structures shall be limited to:
 - Private detached garages for the storage of no more than three automobiles.
 - Private greenhouses less than 200 square feet in floor area.
 - Private swimming pools.
 - Storage sheds, provided that they are uninhabitable and less than 200 square feet in area.
 - Decks, porches, patios, gazebos, summerhouses, and other structures intended for outdoor use, provided they are uninhabitable.
 - No closer than 1,000 feet to another similar facility.
 - (Reserved)
 - (Reserved)
 - Drive-through establishments (except as provided in Note 8) and street level residential uses are prohibited in the MSRD-1 Commercial Core District in the following areas:
 - Along both sides of Main Street between the intersection of Elm Street (Route 1) and Main Street through to the Saco City Line north of Water Street;

City Council Review

Ordinance Amendment to “Table A – Table of Land Uses” to Include Multi-family developments within the I-3 Zoning District

Date: August 20, 2024

- (b) On both sides of Adams Street from Main Street to Jefferson Street;
- (c) On the north side of Jefferson Street from Main Street to Alfred Street;
- (d) On both sides of Washington Street from Main Street to Jefferson Street;
- (e) On both sides of Federal Street between Washington Street and Franklin Street;
- (f) On both sides of Franklin Street; and (g) On both sides of Alfred Street from Jefferson Street/Pool Street to Main Street.

8. Financial institutions are permitted drive-throughs limited to two lanes, are a conditional review by the Planning Board, and must adhere to the following standards:

- (a) Located on the side or rear of the building and never between the building and the Main Street.
- (b) Access drive located to minimize impact on pedestrians:
 - Not between building and the street;
 - Entrance from a side street where possible;
 - Sidewalk material carried across any driveways.
- (c) Adequate queuing land preferably separate from the parking lot.
- (d) Architectural treatment compatible with main building.
- (e) Controlled lighting that does not glare onto neighboring property.

9. Review by the Board of Appeals required for all truck loading facilities for new buildings and for changes in tenancy.

10. Limited to offices for medical professionals and associated fields.

11. Unless otherwise stated or allowed within the provisions of this ordinance, no more than one dwelling unit shall be allowed per lot.

12. (Reserved)

13. Shall be considered as a home occupation; only products grown on the premises may be sold, unless the stand is recognized as a commercial operation.

14. Transportation facilities here shall be limited to facilities associated with firms or businesses serving passenger transport, such as bus terminals, taxi stations, passenger rail stations, etc.

15. (Reserved)

16. Shall be limited to internal storage in existing buildings that require no external structural changes. No loading bays shall be constructed. Off-street parking shall be available with no fewer than one space per 20 storage units. A copy of the contract that will be offered to prospective tenants shall be submitted for review.

17. Adult businesses are restricted to that portion of the B-2 District between Dartmouth Street and Landry Street. No adult business shall be located on any lot or parcel of land with road frontage on Elm Street.

18. All subdivisions in the Rural Farm Zoning District shall be clustered, and developed in accordance with Article VI, Section 16, Cluster Developments, of this ordinance.

19. This use does not include facilities, activities, or programs conducted by or hosted by a college or university that meet the definition of “university uses.” Such uses shall be considered as university uses and shall be permitted in the institutional zone subject to the requirements of the zone and the additional performance standards for colleges/universities.

20. Within that portion of the Institutional (IN) Zone subject to a Shoreland Zoning District, existing buildings, structures, and roads may be maintained, modified, or replaced but no new buildings shall be built or located and no existing buildings shall be enlarged (including the replacement of existing buildings) except as follows: The existing buildings and roads may be modified to the extent necessary to meet the requirements of applicable local, state, or federal codes or regulations, the existing sewage treatment plant may be expanded or replaced, and the existing Marine Science Center may be expanded through the construction of one additional building, provided that such changes meet all shoreland requirements and the performance standards of Article XIV.

21. See Article V, Section 7, Main Street Revitalization Districts for land uses.

22. All addiction treatment facilities shall meet all applicable federal, state, and local laws and regulations. No occupancy permits shall be issued until evidence of state certification has been presented to the Code Enforcement Office.

23. (Reserved)

24. (Reserved)

25. Internal storage fully enclosed within buildings only. Loading bays shall be located on the side or rear of buildings and shall be screened from view from public streets and any abutting residential uses.

26. Self- storage facilities in the B-2 Zone shall not be permitted northeast of the Route 1/Dartmouth Street intersection.

27. Accessory dwelling units may also be permitted in nonresidential zones where there exists a nonconforming (as to use) single-family dwelling on a lot that was in existence as of January 1, 2017. See Article VI, Section 78.

28. Multi-family dwellings are a permitted use within the I-3 zoning District providing:

- a) The housing development contains over 25-Units**
- b) The allowed housing density shall be 1,500 square feet per unit, divided by the lot acreage.**
- c) The project is reviewed and approved by the Planning Board for Site Plan Review**
- d) Residential developments within the I-3 zoning district shall comply with the standards established in the City of Biddeford Code of Ordinances, Part III – Land Development Regulations; Article VI – Performance Standards; Section 40 Inclusionary Zoning.**



City Council

Meeting Date: August 20, 2024

Meeting Time: 6:00 PM

Agenda Item No: 10.j

Item 2024.139 Approval to send CZ25 to the Planning Board

Description:

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

Supporting Information/Documentation:

Council Order Five Points Shopping Center prelim 8-20-24, Five Points Shopping Center - Multi-family Zone Change Binder (003), Five Points Shopping Center MAPS CC 8-20-25

Key Terms:

Contract Zone (#25) request by submitted by BVH Biddeford, LLC, the property owner of the Five Points Shopping Center, for the development of approximately 128-unit multi-family development, to the Planning Board for their consideration. The Planning Board shall review / develop of Contract Zone language and review the required development plans and once vetted, forward a recommendation to the City Council.

Executive Summary:

The City's Planning and Development Office is in receipt of a Contract Zone (#25) Request by submitted by BVH Biddeford, LLC, the property owner of the Five Points Shopping Center, for the development of approximately 128-unit multi-family development within the Five Points Shopping Center which is located within the City's I-3 Zoning District.

Detailed Review:

BVH Biddeford, LLC, (Applicant) the property owner of the Five Points Shopping Center, is seeking a Contract Zone (#25) which would allow the development of approximately 128-unit multi-family development within the currently vacant portion of the Five Points Shopping Center which is located within the City's I-3 Zoning District. The Applicant and Staff are seeking direction from the City Council on the desirability of the proposed housing development within the I-3 Zoning District. Prior to the creation and submittal of development plans for the proposal, the Applicant wishes to provide an overview of their submitted "Concept Plan", which is attached within the submitted application "binder" where they are seeking Council feedback on the proposal in addition to requesting the Council forward the Contract Zone (#25) request

to the Planning Board to vet the proposal and develop appropriate Contract Zone language, which would then be forwarded to the City Council for action.

Funding Source:

Not Applicable

Staff Recommendation:

Staff recommends the Council review the proposed “concept plan” and provide direction on the application and if appropriate, forward to the Planning Board for their review, and recommendation to the City Council regarding the adoption of the proposed Contract Zone

City of Biddeford



2024.139 IN BOARD OF CITY COUNCIL on August 20, 2024

BE IT ORDERED, by the City Council of the City of Biddeford, hereby forwards the proposed Contract Zone (#25), submitted by BVH Biddeford, LLC, the property owner of the Five Points Shopping Center, for the development of approximately 128-unit multi-family development, to the Planning Board for their consideration. The Planning Board shall review / develop of Contract Zone language and review the required development plans and once vetted, forward a recommendation to the City Council.

Attest by: _____



July 1, 2024
05142-01

Mr. David Galbraith
City Planner
205 Main Street
Biddeford, ME 04005

Contract Zone Review
Multi-Family Residential
Five Points Shopping Center, Biddeford

Dear David:

On behalf of BVH Biddeford, LLC, Sebago Technics Inc. is pleased to submit the following conceptual development plan and map exhibit for initial review and discussion of a contract zoning request. The Applicant is proposing the addition of a 128-unit multi-family residential development to the Five Points Shopping Center located at 420 Alfred Road in Biddeford to address the City's housing needs. The proposed project site is located in the I3 Commercial Industrial Zone and further identified as Lot 26-1 on the City of Biddeford Tax Map 20.

At this very early stage of the process, we seek only to introduce the project and are seeking feedback from City staff, the Planning Board, and Biddeford residents. As part of the discussion, we would like to share how we believe the project aligns with the 2023 Comprehensive Plan and the existing uses of the surrounding area.

Comprehensive Plan

The Comprehensive Plan describes several attributes and goals which we believe align with the proposed project. We understand that it is too early for a formal vote on the topic, but we believe that it is the right time to begin the conversation and work with the City to develop a plan that will benefit the City and its residents.

Within the Future Land Use section of the Comprehensive Plan, Commercial & Industrial is designated as a "growth area" with the goal of creating higher density housing and mixed-use development along the Route 1 and Route 111 corridors. The image representing this growth area in the Comprehensive Plan is an aerial of the subject property. We believe that this site and project meet the core goals of the City's Comprehensive Plan and offer an excellent opportunity for the future of Biddeford.

Project Description

For this project to meet the standards and requirements of the City, a zoning amendment or a contract zone will need to be established. The proposed development would include the expansion of the already existing Five Points Shopping Center to create a 128-unit multi-family residential development to the northeast of the existing development. The project would utilize the undeveloped area bordering the Residential 1B Zone.

The existing I3 Commercial Industrial Zone does not allow for multifamily dwellings as a permitted or conditional use in the zone in contradiction with the goals of the Comprehensive Plan for the area along Route 111. In accordance, we have developed a concept plan that can be used to work with City Planning Staff to draft zoning language for the project.

This project will require a Stormwater Law Permit from the Maine Department of Environmental Protection. Although this permit is typically required after the zoning amendment phase, we want the Board and community to know we are actively pursuing these conversations during this stage.

We look forward to discussing the proposed development in more detail with the City. Upon review, please reach out with any questions or requests for additional information. Thank you for your time and consideration.

Sincerely,

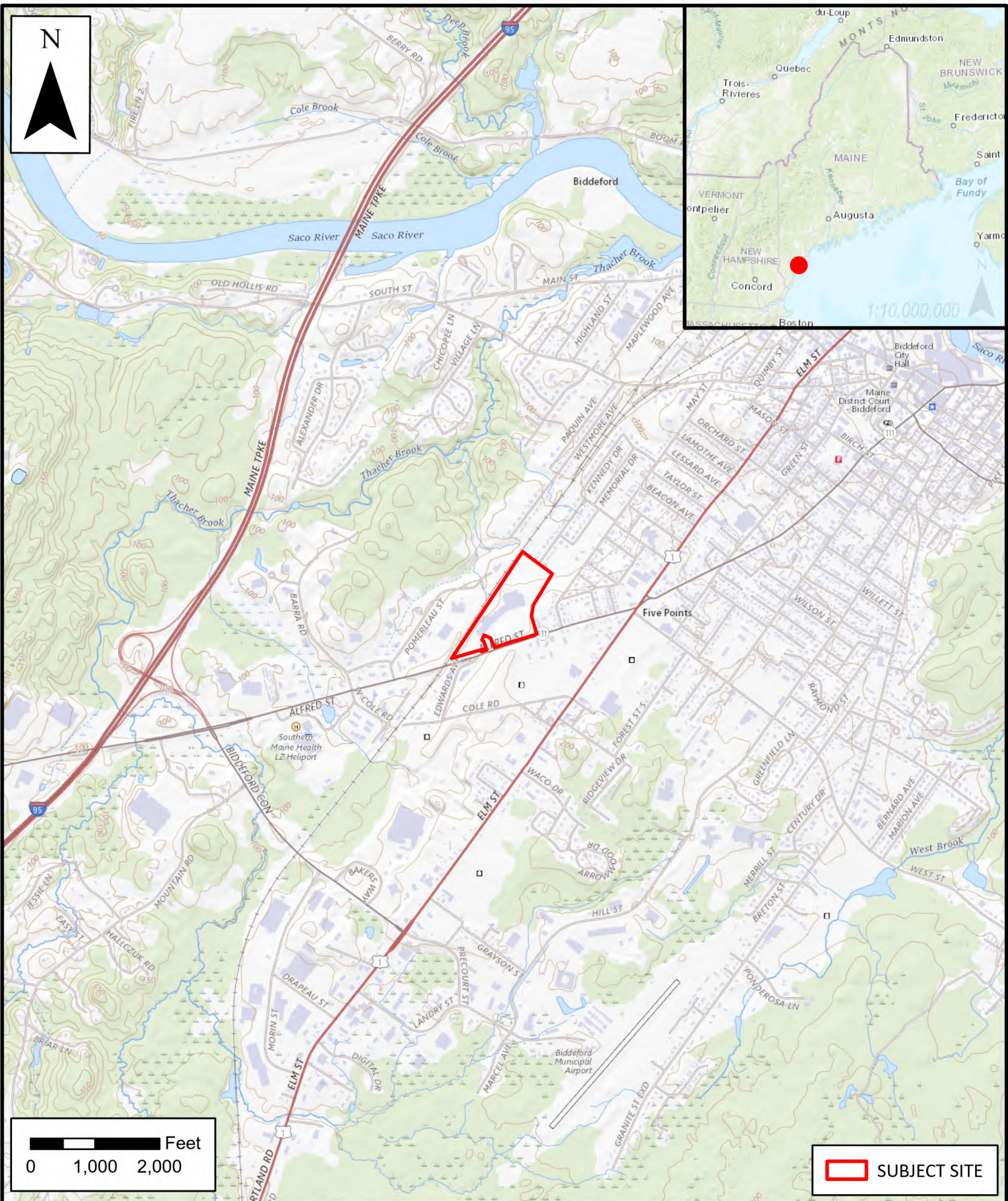
SEBAGO TECHNICS, INC.



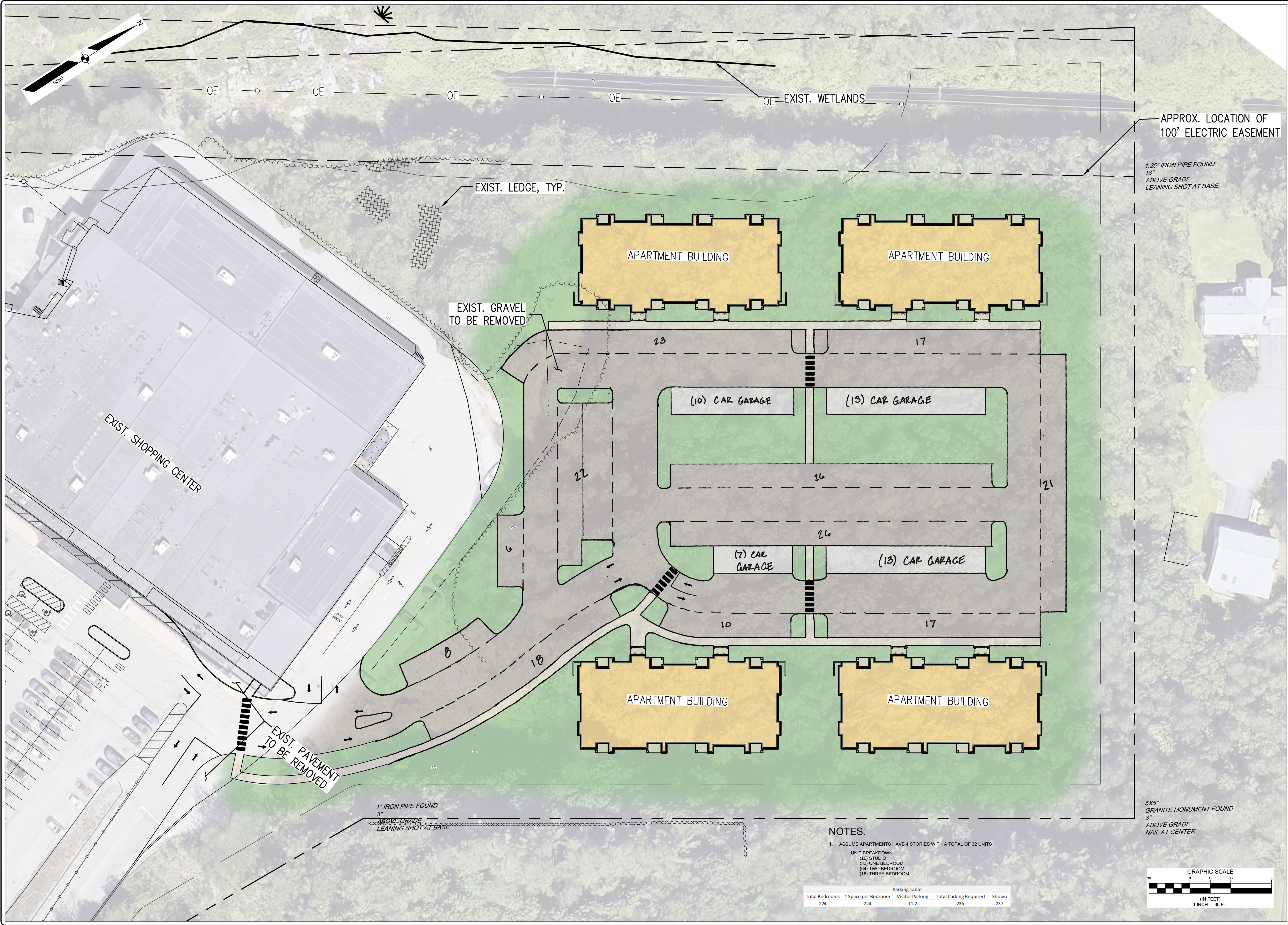
Kylie S. Mason, R.L.A., LEED-AP
Chief Operations Officer
Maine Licensed Landscape Architect

KSM/JTG

Enc.



 WWW.SEBAGOTECHNICS.COM 75 John Roberts Rd. - Suite 4A South Portland, ME 04106 Tel: 207-200-2100	LOCATION MAP 5 POINTS PICKLEBALL		SCALE: 1:24,000 DATE: 3/5/2024
	LOCATION: FIVE POINTS SHOPPING CENTER BIDDEFORD, ME	INFORMATION: MAINE GEOLIBRARY USGS QUADRANGLE	



PLS OR PE

PROGRESS PRINT

PLS OR PE

NOT FOR CONSTRUCTION

REV	BY	DATE	STATUS

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

SEBAGO

TECHNICS

WWW.SEBAGOTECHINCS.COM

75 John Roberts Rd.
Suite 4A
South Portland, ME 04106
Tel. 207-200-2100

SKETCH PLAN

OF:

5 POINT SHOPPING CENTER

ALFRED STREET - ROUTE 111

BIDDEFORD, MAINE

FOR:

CLIENT NAME

ADDRESS 1

ADDRESS 2

DESIGNED	AKT
DRAWN	SRC
CHECKED	SGD
DATE	10/12/21
SCALE	1" = 30'
PROJECT	05142

SHEET 1 OF 1

05142 ECB.dwg, TAB 24x36

Five Points Shopping Center
420 Alfred Road
Map #20 Lot 26-1
Proposed: Contract Zone #25
Preliminary Discussion



Five Points Shopping Center
420 Alfred Road
Map #20 Lot 26-1
Proposed: Contract Zone #25
Preliminary Discussion

