

City of Biddeford

City Council

June 16, 2020 6:00 PM Please click the link below to join the webinar:

<https://biddeford.zoom.us/j/91660827142>

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253 215 8782 or +1 346 248 7799**

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1. Roll Call

2. Adjustment(s) to Agenda

3. Consideration of Minutes:

- 3.a. Council Meeting Minutes - June 2, 2020
[6-02-2020 Council Meeting Minutes.docx](#)

Nomination:

MMA Legislative Policy Committee
[6-16-2020 MMA Legislative Policy Comm MEMO.pdf](#)
[6-16-2020 MMA Legislative Policy Comm-Nomination Form.pdf](#)
[6-16-2020 MMA Legislative Policy Comm-Bio Form.pdf](#)

4. Second Reading:

- 4.a. 2020.41) Amendment/Ch. 42, Motor Vehicles & Traffic/Sec. 42-101-Right Turn Only
Streets/Add Lincoln Street at Elm Street
[6-02-2020 Right Turn Only Streets-Lincoln-Elm Streets.doc](#)
[Right Turn Only-Lincoln Street-Briefing.docx](#)

5. Orders of the Day:

- 5.a. 2020.46) Amendment/Land Development Regulations/Art. XIII-Amendments, Sec.
3-Contract and Conditional Zoning/Add Contract Zone #19 Maine Governmental
Facilities Authority
[6-16-2020 York Cnty Courthouse-Contract Zone Agreement.docx](#)
[6-16-2020 York Cnty Courthouse-Contract Zone-ORDER.docx](#)
[6-16-2020 York Cnty Courthouse-Contract Zone-Briefing.pdf](#)
[6-16-2020 York Cnty Courthouse-Contract Zone-PB Recommendation.pdf](#)
[6-16-2020 York Cnty Courthouse-Notice of Decision.pdf](#)
- 5.b. 2020.47) Approval/Property Tax Abatement Request/36 Hill Street
[6-16-2020 36 Hill Street Abatement-ORDER.doc](#)

- [6-16-2020 36 Hill Street Abatement Request-BRIEFING.pdf](#)
- [6-16-2020 36 Hill Street Abatement-property cards and calculations.pdf](#)
- 5.c. 2020.48) Approval/Capital Assets Contract to Provide CDBG-CV Administrative Services
 - [6-16-2020 Capital Assets Contract-ORDER.doc](#)
 - [6-16-2020 Capital Assets Contract-Briefing.docx](#)
 - [6-16-2020 Capital Assets Agreement.pdf](#)
- 5.d. 2020.49) Recommendation to Planning Board/Zoning Amendment on Parcel of Land between South Street and Andrews Road
 - [6-16-2020 South Street-Zoning Proposal-ORDER.doc](#)
 - [6-16-2020 South Street-Zoning Proposal to PB-Briefing.docx](#)
 - [6-16-2020 South Street-Zoning Proposal to PB-backup docs.pdf](#)
- 5.e. 2020.50) Establishment of Revised Fee Structure for PAYT Orange Overflow Bags
 - [6-16-2020 PAYT Bags Price Increase-ORDER.doc](#)
 - [6-16-2020 PAYT Bags Price Increase-Briefing.docx](#)
 - [6-16-2020 Orange Bags Pricing.pdf](#)
- 5.f. 2020.51) Amendment/Ch. 58, Solid Waste/Sec. 58-1-Definitions; and Sec. 58.35-Portable Receptacles/Add Alternative Designated Solid Waste Container
 - [6-16-2020 Solid Waste-Overflow Portable Receptacles-ORDER.doc](#)
 - [6-16-2020 Solid Waste Ordinance-Solid Waste Definitions.docx](#)
 - [6-16-2020 Solid Waste Ordinance-Trash Receptacles.docx](#)

Standing COVID-19 Operational Updates/Modifications

- 6. Public Addressing the Council..(5 minute limit per speaker; 30 minute total time limit)**
- 7. City Manager Report**
- 8. Other Business**
- 9. Council President Addressing the Council**
- 10. Mayor Addressing the Council**
- 11. Adjourn**

COUNCIL MEETING
JUNE 2, 2020

*NOTE: Due to COVID-19, this meeting was held virtually (via ZOOM),
and was live streamed on the City's website*

Mayor Casavant called the meeting to order at 6:00 p.m.

Roll Call: William Emhiser, John McCurry, Jr., Robert Quattrone, Jr., Amy Clearwater, Norman Belanger, Michael Ready, Marc Lessard

Stephen St. Cyr joined at 6:11 p.m.
Doris Ortiz was excused.

Mayor Casavant took a moment to read the following sentiment:
The murder of George Floyd in Minneapolis, by a police officer, is horrifying, tragic, and incomprehensible. It is something that the people of Biddeford, as well as our police department, do not condone, as we all reject racial discrimination and all forms of discrimination.

While his death has unleashed the anger and frustration of thousands, across the country and the world, it also bares, for all to see, the tragedy and pain of institutional and individual racism in America.

While the calendar may read 2020, it is clear, that in many ways, our racist past still permeates our actions and thoughts. Too often, we turn a blind eye to the realities of what occurs throughout our country, perhaps hoping that it will simply go away, but while we do so, the ongoing onslaught of suffering and discrimination continues to fester.

Biddeford, for the past 150 years, has been home to many individuals of different races and creeds. Workers in the mill were Italian, Franco, Irish, Albanian, Greek, and many other nationalities. A strong Jewish population has been present, and the first mosque in America was in the mill. Even today, Biddeford is home to Iraqis, Somalis, Syrians, and others, who have been displaced by war, famine, and ethnic conflict. They came here because of our freedom, our ideals, and our aspirations.

Unfortunately, even here, in our community, the fear of the unknown too often undermines the relationships that people have with each other. Differences in religion, politics, sexual orientation, culture, race, and ethnicity provoke suspicion, and the demonization of those who are different morphs into the stereotypical and destructive tools of hate and bigotry.

Tonight, I ask the people of Biddeford for greater compassion. We need a community in which people are not defined by the color of their skin, but by what is in our hearts. While we justly must feel anger in the death of Mr. Floyd, we, as a community, must work towards embracing each other's differences, and be determined to stand up to intolerance, racism, and hate.

Let us embrace our common humanity and build bridges instead of walls. The evils of systematic racism, sexism, and poverty in America should have been dismantled decades ago, yet today we see more and more individuals espousing and amplifying words of division, mockery, and hate. Their vision of America the America in which I believe.

Let us start today, by reaching out to each other, and promising to work together to rekindle the American Dream. A few months ago, in response to a hate crime, I urged us all to reach out and heal the divisions among us. Throughout the nation, others, for decades, have urged the same, yet here we are, in June of 2020, still witnessing pain, suffering, poverty, and the feelings of hopelessness.

We, as Americans, can be better. We must be better. George Floyd did not deserve to die. Tonight, I ask myself what more must I do to eradicate hate and injustice. I ask you, once again, what can you do to change our community and to change America. Like you, I am tired of the hate, tired of the suffering, tired of the violence of words and actions. Let us heal together, by making our small part of America a home of love, a home of peace, and a home of compassion.

Adjustment to the Agenda:

- Add Executive Session: 1 MRSA 405(6)(E)...Consultation with Legal Counsel

Proclamation: Men's Health Month

Mayor Casavant read the Proclamation.

Consideration of Minutes: **May 19, 2020**

Motion by Councilor Clearwater, seconded by Councilor McCurry to accept the minutes as printed.

Vote: Unanimous.

Orders of the Day:

2020.41

IN BOARD OF CITY COUNCIL...JUNE 2, 2020

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 42, Motor Vehicles and Traffic, Article IV Specific Street Regulations, by adding new **Section 42-101 – Right Turn Only Streets**, to read as follows:

When so directed by a traffic control device, traffic movement is restricted to right turns ONLY. The following intersecting streets are so designated:

Lincoln Street at Elm Street

NOTE: This item was considered and recommended for passage by the Policy Committee at their May 21, 2020 meeting.

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

Vote: Unanimous.

2020.42

IN BOARD OF CITY COUNCIL...JUNE 2, 2020

BE IT ORDERED, that the City Manager be authorized to purchase one (1) 2020 Freightliner plow truck as per quote of May 22, 2020 (the "Equipment") from Freightliner of Maine (the "Vendor") and may pay the Vendor an amount not to exceed \$169,708.00 (before grant valued at \$67,883.20) for the Equipment as follows:

1. The City of Biddeford expects to incur debt to reimburse expenditures to pay the cost of the Equipment;
2. The City of Biddeford reasonably expects that the maximum principal amount of the debt, including for reimbursement purposes, is \$169,708.00;
3. The City Manager, on behalf of the City of Biddeford, is authorized to enter into a lease purchase, loan or other financing agreement for the Equipment provided that (a) the principal amount of such agreement will not exceed \$169,708.00, (b) the term of such agreement will not exceed one hundred and twenty (120) months and (c) any obligation of the City of Biddeford to make lease or loan payments pursuant to such agreement is subject to annual appropriation by the City Council of the City of Biddeford;
4. The City Manager is authorized to advance money from the General Fund of the City for payment of the costs of the Equipment; and
5. The City Manager, on behalf of the City of Biddeford, is authorized to negotiate, enter into, execute, deliver and cause to be performed, and to approve, any and all agreements, instruments, certificates and other documents, and to grant security interests in the Equipment, upon such terms, conditions, limitations and undertakings, which the City Manager determines are necessary and proper for the acquisition and financing of the Equipment, provided that any lease purchase, loan or other financing agreement will be countersigned by both the Mayor and the Treasurer of the City of Biddeford. Without limiting the foregoing, the City Manager, on behalf of the City of Biddeford, in connection with the acquisition of the Equipment, is authorized to sell, transfer, trade in or otherwise dispose of any equipment, which the City Manager determines is no longer useful to the City of Biddeford.

NOTE: The Finance Committee will review this item on June 2, 2020 and vote to recommend it to the City Council for approval. The purchase of this plow truck is included in the FY20 CIP budget line 21204-60603 as a lease

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

2020.43 **IN BOARD OF CITY COUNCIL..JUNE 2, 2020**
BE IT ORDERED, by the City Council of the City of Biddeford that the City Manager cause to provide notice to the citizens of Biddeford that a vehicle required to be registered in Maine after purchase or transfer of ownership or for which registration expires or has expired must be registered no later than close of business on June 30, 2020. Such notice shall be in accordance with the Governor's Executive Order 53-A FY19/20 issued May 26, 2020.

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

2020.44 **IN BOARD OF CITY COUNCIL..JUNE 2, 2020**
Emergency Ordinance: Permission to Utilize Public Space for Outdoor Retail and Restaurant Activity in the City of Biddeford.

Whereas, on Sunday, March 15, 2020, Governor Mills signed a [Proclamation of State of Civil Emergency](#) addressing the issues of the COVID-19 pandemic; and

Whereas, the Governor issued an additional proclamation that closed all restaurants and bars statewide, closed to dine-in customers effective March 18, 2020 at 6:00 p.m. and as of May 27, 2020, extended that indefinitely in York county; and

Whereas, with the gradual re-opening of the state of Maine, the Governor's office also promulgated rules governing the operation of restaurants and retail operations that will, when reopened, restrict the ability of Biddeford businesses to successfully deliver their product within existing confines; and,

Whereas, the City of Biddeford would like to assist area businesses in easing the use of public spaces adjacent to their operations, including sidewalks, parking spaces, streets or parks, to better serve the public during this pandemic;

Therefore, in accordance with Chapter 6, Article IV, of the City Code of Ordinances, the City of Biddeford declares the following emergency ordinance:

1. The city will use the special permit authority under Article IV, Special Events, to declare that public space, including sidewalks, parking spaces, streets or parks adjacent or nearby the operation of private retail and restaurant businesses may be made available for outside operations;
2. Permission may be granted in accordance with Section 6-143 and 6-144 through the existing special permit authority, except that for applications associated with this emergency ordinance a separate *Curbside Biddeford Temporary Outdoor Restaurant and Retail Operation Permit Application* shall be available; and,
3. This ordinance will be in place from June 5, 2020 at 5:00 pm until 9:00pm Monday, October 12th, 2020 or upon rescission or other relevant modification of Governor's Rural Reopening Plan, whichever comes first.

Motion by Councilor McCurry, seconded by Councilor Clearwater to grant the emergency ordinance.

Motion by Councilor Ready, seconded by Councilor McCurry to amend the ordinance to include that after an administrative review, and a 24-hour review period of the City Council, the City Manager will have the authority to give approvals; unless there are objections, then the application will be considered by the Policy Committee.

Vote on amendment: Unanimous.

Vote on ordinance, as amended: Unanimous.

2020.35 **IN BOARD OF CITY COUNCIL..MAY 19, 2020**
BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve a Substantial Amendment in the 2019 Year Action Plan for changes related to the COVID-19 Virus and Care's Act Funding that add \$268,000 in funding for a job retention program for the Community Development Block Grant (CDBG) Program of the U.S. Department of Housing and Urban Development.

Motion by Councilor McCurry, seconded by Councilor Clearwater to remove the order from the table.
Vote: Unanimous.

Vote: 7/1; Councilor Quattrone opposed.
Councilors Emhiser, McCurry, St. Cyr, Clearwater, Belanger, Ready and Lessard in favor.

2020.36 **IN BOARD OF CITY COUNCIL..MAY 19, 2020**
BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve and authorize the City Manager to sign, execute and submit the City's Final Draft of the CDBG Year 3 Action Plan and all associated documents in connection with the Community Development Block Grant (CDBG) Program of the U.S. Department of Housing and Urban Development.

Motion by Councilor McCurry, seconded by Councilor Clearwater to remove the order from the table.
Vote: Unanimous.

Vote: 7/1; Councilor Quattrone opposed.
Councilors Emhiser, McCurry, St. Cyr, Clearwater, Belanger, Ready and Lessard in favor.

2020.37 **IN BOARD OF CITY COUNCIL..MAY 19, 2020**
BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve amendments to the Consolidated Plan for changes related to the COVID-19 virus and Care's Act Funding for the Community Development Block Grant (CDBG) Program of the U.S. Department of Housing and Urban Development.

Motion by Councilor McCurry, seconded by Councilor Clearwater to remove the order from the table.
Vote: Unanimous.

Vote: 7/1; Councilor Quattrone opposed.
Councilors Emhiser, McCurry, St. Cyr, Clearwater, Belanger, Ready and Lessard in favor.

2020.38 **IN BOARD OF CITY COUNCIL..MAY 19, 2020**
BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve amendments to the Citizen Participation Plan for changes related to COVID-19 virus and Care's Act Funding for the Community Development Block Grant (CDBG) Program of the U.S. Department of Housing and Urban Development.

Motion by Councilor Ready, seconded by Councilor McCurry to remove the order from the table.
Vote: Unanimous.

Vote: Unanimous.

2020.45 **IN BOARD OF CITY COUNCIL..JUNE 2, 2020**
BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to enter into a 3-year contract with Maine Housing for \$500,000 to fund the 2-4 unit, owner-occupied housing program.

Motion by Councilor McCurry, seconded by Councilor Clearwater to grant the order.
Vote: 7/1; Councilor Quattrone opposed.
Councilors Emhiser, McCurry, St. Cyr, Clearwater, Belanger, Ready and Lessard in favor.

Appointment:

IN BOARD OF CITY COUNCIL...JUNE 2, 2020
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby appoint:

David Flood
36 May Street
Ward 7

to the *Zoning Board of Appeals*, for a term to expire in December 2022.

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

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

City Manager Report:

City Manager, James Bennett noted that the Council was provided a synopsis that had been provided by Recreation Director, Carl Walsh, of what it would take to run a Summer Recreation Program this year; and the recommendation from Staff is that a program not be offered this summer. Mr. Walsh is still evaluating the possibility of putting together some day activities that could possibly take place throughout the summer.

The York County Budget is coming up for Public Hearing. The budget has come in with a proposed 3% increase. Jim offered to draft a letter, on behalf of the Council, if they have concerns that they would like expressed to the York County Commissioners. Councilor Lessard, who serves on the York County Budget Committee, stated that he is finding it impossible to make any amendments or changes to the proposed budget and is convinced that the budget will be passed as proposed. The general consensus of the Council is to have Jim submit a letter to the County expressing the displeasure of the Council at the proposed increase.

Jim thinks that the reopening of City Hall has been incredibly successful, and is pleased with how things have gone thus far. The Clerk's Office has been very busy, and the Staff has done great managing the volume of daily transactions coming in; as well as other City Hall Staff who are assisting with answering the Clerk's Office phone.

Councilor McCurry asked about having public meetings actually in public (as opposed to via ZOOM), and if there is a location to manage a public meeting while taking into consideration the social distancing guidelines. Councilor McCurry mentioned asking School Superintendent, Jeremy Ray about possibly using the Little Theater or the Tiger Gym. Jim said that he will follow up with Jeremy about this possibility.

Lastly, Jim intends to keep the current City Hall hours of 8:00 a.m. to 4:00 p.m. for the month of June, and will reassess as July approaches.

Other Business:

Councilor Clearwater: has heard from a lot of people who are very pleased to have City Hall and the Recycling Center reopen.

She thanked Mayor Casavant for opening the meeting with the statement he read into the record; and assured the public that the Council wants everyone who lives and visits Biddeford to feel at home in our community.

Councilor Quattrone: thanked all the teachers for getting through such a challenging end of the school year. Everyone did a phenomenal job! He noted that last week, the Biddeford School Department, along with the elected officials, visited students' homes and gave out ice cream.

Councilor Ready: echoed Councilor Clearwater's comment that Mayor Casavant's comments are fitting to how the Council feels about discrimination.

Councilor Ready stressed that the City needs to find a way to encourage folks to participate in the budget public hearing, no matter how the meeting is held.

Council President Addressing the Council: Councilor McCurry also thanked Mayor Casavant for his opening statement at tonight's meeting and echoed the sentiments made in the statement.

Councilor McCurry agrees with Councilor Ready that the City will have to do a good job at getting the word out about the budget public hearing.

Executive Session: 1 MRSA 405(6)(E)...Consultation with Legal Counsel

Motion by Councilor McCurry, seconded by Councilor Clearwater to move into Executive Session.

Vote: Unanimous. Time: 7:45 p.m.

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

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

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

Vote: Unanimous. Time: 8:20 p.m.

Attest by: _____
Carmen J. Morris, City Clerk



Maine Municipal Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

To: MMA's Key Municipal Officials

From: Christine Landes, President, Maine Municipal Association

Date: June 1, 2020

Re: Nominations to MMA's 2020-2022 Legislative Policy Committee

This memo begins the process of electing 70 dedicated municipal officials to serve on MMA's Legislative Policy Committee (LPC) over the next two-year period. Given the importance of this Policy Committee to MMA's overall mission, I urge you to help us identify nominees for service during the 2020-2022 biennium.

The LPC brings elected and appointed officials together from towns and cities across the state. According to its by-laws, the purpose of the LPC is "*to define municipal interests and to maximize those interests through effective participation in the legislative process.*" Operating something like a town meeting, the LPC establishes MMA's public policy positions on all matters of direct and statewide municipal interest for representation in the State House.

After the next LPC is elected, its first task will be to develop MMA's legislative agenda for submission to the Legislature in January 2021. Beginning in early 2021, the LPC will meet to determine MMA's position on all municipally-related legislation submitted by the Governor and legislators. MMA's legislative staff advocates for the positions established by the LPC.

The membership of the LPC tends to be a mixture of seasoned municipal officials, who bring an extraordinary depth of experience to the table, and new members with fresh concerns and insights. Speaking as a former Chair of the LPC, it is my observation that the debates and decision-making accomplished by this Committee often include public policy discussions of the highest caliber. The results certainly help establish MMA's credibility in the Maine legislative process.

A Nomination Form for your Senate District is linked on this page: <https://www.memun.org/Legislative-Advocacy/Legislative-Policy-Committee>. Two municipal officials are elected from each of Maine's 35 Senate Districts. What follows is background information on the process of election, and the suggested time commitment to serve.

Background Information. Any elected or appointed municipal official holding office in any MMA member community is eligible to serve on the committee. Because you have received this email, you are eligible to nominate a municipal official to serve on the committee. There are two seats on the LPC for each State Senate District. Members serve two-year terms, representing their own community and the other municipalities in their Senate District.

LPC activities require a time commitment of approximately ten hours a month during legislative sessions (i.e., during the first 4 months of each calendar year) which includes attendance at the monthly meeting and contacts with other communities and legislators in the district as issues arise. The LPC is also engaged in the development of MMA's legislative agenda during the fall and early winter of each even-numbered year, which typically involves at least one additional meeting in Augusta. All mileage expenses are reimbursed. MMA's strength as a municipal advocate depends on the active help of a dedicated LPC membership.

More information about MMA's Legislative Policy Committee and the Association's entire advocacy program can be found at the Legislative/Advocacy link at MMA's website <http://www.memun.org/LegislativeAdvocacy/TheLPCHandbook.aspx>. In particular, the *LPC Handbook* describes the Association's overall policy development process and procedures in more detail.

Nomination Process

Your municipality is entitled to nominate a representative to the LPC.

- The nominee may be either elected or appointed, but must be serving currently as a municipal official.
- You may nominate any municipal official from any member town or city within your Senate/LPC District; you do not have to nominate someone from your municipality.
- The names and brief bios of all municipal officials properly nominated will appear on the LPC ballot, which will be distributed on July 15th.

Nominee Profile

Because the municipal officers may not be familiar with a nominee from another municipality, a brief description of each nominee who completes the **Nominee Profile Sheet** will be provided with the ballots that are distributed in mid-July. Please make sure that the person you nominate has a chance to complete the Nominee Profile Sheet and that it is returned to MMA.

Deadline for Submitting Nomination

- ✍ The Chairman of your Board of Selectman, Council or Assessors (the "nominator") *and the nominee* must sign the nomination form for it to be valid. If you are unable to obtain the signature of the nominee prior to the deadline, an email from the nominee signifying their willingness to serve, will serve as their signature.
- ☒ The forms must be returned to MMA by 5:00 P.M. on July 13, 2020, to be counted. Ballots will be sent out immediately after the nomination process closes, so make sure the nomination form is received by MMA by that deadline. Please return the nomination form *and* nominee profile to **Laura Ellis** at MMA either by FAX (624-0129) or by email (Lellis@memun.org).

If you have any questions, please call MMA's State and Federal Relations staff at 1-800-452-8786 or 623-8428.

NOMINATION FORM

Maine Municipal Association's
Legislative Policy Committee
July 2020 to June 2022

Senate District 32 (*Biddeford appoints 1 LPC Member*)

Alfred
Arundel

Biddeford
Dayton

Kennebunkport
Lyman

The municipal officers of _____ hereby nominate:
Print name of your municipality

Nominee: _____ 
Print name of Nominee

Nominee's municipality: _____ Position: _____

Date: _____
Signature of Nominator 

Print name of Nominator

Consent

I agree to accept the nomination and to serve if elected to the MMA Legislative Policy Committee:

Date: _____
Signature of Nominee 

Please return Nomination Form by 5:00 p.m. on July 13, 2020, to:

Laura Ellis - Maine Municipal Association
lellis@memun.org
FAX: 624-0129

Nominations received after 5:00 p.m. on July 13, 2020 will not be counted.

LPC NOMINEE BIOGRAPHY

To: Legislative Policy Committee Nominees

From: Maine Municipal Association

Date: June 1, 2020

To help municipal officials make an informed choice when they vote for their LPC representatives, we ask nominees to provide some background information regarding their municipal service and why they want to be LPC members. A “nominee profile” is included on the ballot for each nominee who provides us with a profile.

Name: _____ **Title:** _____

Municipality: _____ **Years in current position:** _____

Mailing Address: _____
(include zip code, please)

Email address: _____

Prior (recent) municipal experience: _____

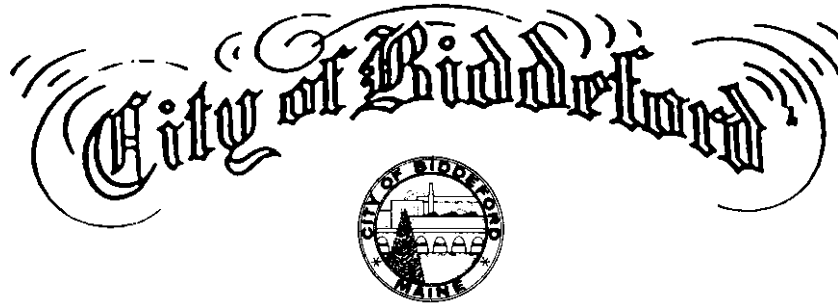
Have you served on the LPC before? No ☐ Yes ☐ If yes, what years? _____

If you have served on any other MMA Committees, please note them: _____

Please indicate your primary issues of concern, and/or reasons for wanting to serve on the LPC:

Please return this completed form to Laura Ellis at MMA via email (lellis@memun.org) or fax 624-0129 by July 13, 2020.

Thank You!



2020.41

IN BOARD OF CITY COUNCIL...JUNE 2, 2020

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 42, Motor Vehicles and Traffic, Article IV Specific Street Regulations, by adding new **Section 42-101 – Right Turn Only Streets**, to read as follows:

When so directed by a traffic control device, traffic movement is restricted to right turns ONLY. The following intersecting streets are so designated:

Lincoln Street at Elm Street

NOTE: This item was considered and recommended for passage by the Policy Committee at their May 21, 2020 meeting.

June 2, 2020

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

Vote: Unanimous.



Policy Committee

Meeting Date: June 2, 2020

Meeting Time: 6:00 p.m.

Agenda Item No: 2020.41

Item Description: Ch. 42, Sec. 42-101, Right Turn Only Streets

Submitted by: Roger P. Beaupre, Chief of Police

Supporting Information/Documentation:

Left-hand turns from Lincoln Street onto Elm Street was prohibited under 42-102 No left-hand turn streets until its repeal on February 2, 2016 (ord. 2016.13)

Key Terms:

Traffic Control Device: Means a sign, a signal, a marking or a device placed or erected by a Public body or official to regulate, warn or guide traffic.

Executive Summary:

Under the Traffic Management Plan (TMP) associated with the Pearl Street project, a traffic median will be constructed on Lincoln Street on the approach with the intersecting Elm Street. Under this Plan, traffic is not be permitted to either turn left onto Elm Street, or go straight across Elm Street to enter the car wash but rather, it is intended to restrict traffic to right turn only movements. Although existing City Ordinance language under Chapter 42, section 42-102 prohibits left turns, the existing language does not prohibit traffic from crossing Elm Street. Therefore, it is necessary to enact language that restricts traffic movement to right turns only.

Detailed Review:

Adequately defined in Executive Summary

Funding Source:

Project budget

Staff Recommendation:

Change to City of Biddeford Code of Ordinances Chapter 42, as follows:

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 42, Motor Vehicles and Traffic, Article IV Specific Street Regulations, **Section 42-92 Limited Parking**, be amended by adding new section 42-101 **Right Turn Only Streets** to read as follows:

When so directed by a traffic control device, traffic movement is restricted to right turns ONLY. The following intersecting streets are so designated:

Lincoln Street at Elm Street

1 CONTRACT ZONE AGREEMENT

2
3
4 AGREEMENT made as of _____, 2020, by and between the STATE OF MAINE,
5 acting by and through the Maine Judicial Branch, having a mailing address in care of the
6 Administrative Office of the Courts, P.O. Box 4820, Portland, Maine 04112-4820, and
7 MAINE GOVERNMENTAL FACILITIES AUTHORITY, a body corporate and politic
8 and a public instrumentality of the State of Maine, having a mailing address of 127
9 Community Drive, P.O. Box 2268, Augusta, Maine 04338 (together with its successors
10 and assigns, hereinafter called "MJB/MGFA") and THE CITY OF BIDDEFORD, a body
11 politic and corporate located in Biddeford, Maine:

12
13 WINESSETH:

14
15 WHEREAS, MJB/MGFA, as the current owner of parcels identified on the City
16 of Biddeford's Tax Map 88 as Lot 5 and Lot 44 and Tax Map 3 as Lot 66- (the
17 "Property") on which it now desires to construct the York Judicial Center building and
18 associated access drives and utilities and to use the Property in accordance with the
19 uses enumerated below; and

20
21 WHEREAS, MJB/MGFA has applied for and obtained approval to re-zone the
22 Property pursuant to the Contract Zoning provisions of the Zoning Ordinance of the
23 City of Biddeford to create Contract Zone 19; and

24
25 WHEREAS, the parties are entering into this Agreement to provide written
26 contractual evidence of the agreement of the parties and the terms and conditions of
27 the Contract Zone; and

28
29 WHEREAS, the Biddeford City Council has determined that:

- 30 • As required by Title 30-A, M.R.S. §4352 *Zoning Ordinances*, the rezoning is:
- 31 ○ consistent with an enacted municipal comprehensive plan;
 - 32 ○ consistent with existing or permitted uses within the existing original
 - 33 zone(s); and
 - 34 ○ includes only conditions and restrictions which relate to the physical
 - 35 development or operation of the Property.
- 36 • The Contract Zone will not negatively impact the existing or permitted uses
- 37 within the original zone, and
- 38 • The provisions of this Agreement only include conditions and restrictions
- 39 which relate to the physical development or operation of the Property; and
- 40

41 WHEREAS, pursuant to 30-A M.R.S. § 4352(8) and City of Biddeford Revised
42 Code of Ordinances Part III, Article V, Section 9, and after notice and hearing and due
43 deliberation thereon, the Biddeford City Council approved the rezoning of the
44 Property as aforesaid, subject, however, to the conditions set forth in this Agreement;

45

46 NOW, THEREFORE,
47

48 in consideration of the mutual agreements hereinafter set forth and in consideration
49 of the granting of the zoning ordinance change, that includes a maximum building
50 height of 68 feet, the parties agree as follows:
51

52 1. Development of the Property. MJB/MGFA agrees that it shall develop the
53 Property in accordance with the following provisions and conditions:
54

55 A. The Findings of Fact and Recommendations of the Biddeford Planning
56 Board attached hereto as Exhibit A, and

57 B. Conditions, waivers and restrictions shown on the plans as part of the
58 Site Plan Application for the York Judicial Center approved by the
59 Planning Board on May 20, 2020.
60

61 2. Failure to Complete Development. In the event MJB/MGFA shall fail to
62 commence construction of the improvements within four (4) years of the date
63 hereof of the Contract Zone Agreement, the Contract Zone granted hereby
64 shall automatically be void and the Property shall revert to the zoning
65 classification that the Property was in on the date of the Contract Zone
66 Agreement. Significant commencement of construction shall mean the
67 installation of all infrastructure improvements and grading within the limits
68 of the Project.
69

70 In the event that the zones have changed, the Property shall revert to the
71 zoning classifications of the abutting properties. In the event the abutting properties
72 shall have more than one zoning classification, the Property shall become part of the
73 more restrictive abutting zone.
74

75 3. Construction and Effect. This Agreement shall be construed in accordance
76 with the laws of the State of Maine and shall be binding upon and inure to the
77 benefit of the successors and assigns of the parties hereto. The recital clauses
78 above are an integral, substantive part of this Agreement.
79

80 IN WITNESS WHEREOF, the parties have caused this instrument to be signed
81 all as of the day and date above written.
82

83 WITNESS:

STATE OF MAINE, acting by and through the
Maine Judicial Branch

84
85
86 _____ By: _____
87 James T. Glessner, State Court Administrator
88

89 MAINE GOVERNMENTAL FACILITIES
90 AUTHORITY
91

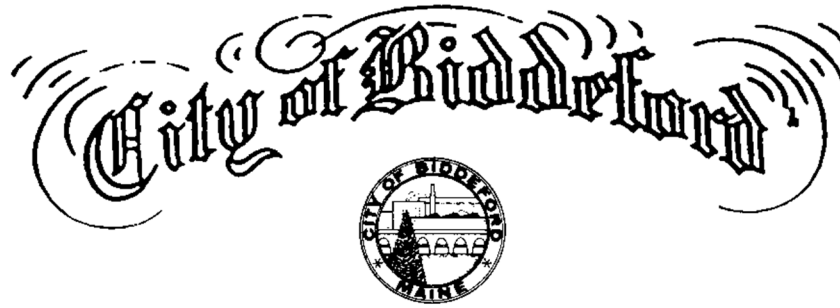
92 _____
93
94
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96
97
98 _____
99

By: _____
Teresea M. Hayes, Executive Director

CITY OF BIDDEFORD

By: _____
James A. Bennett, City Manager

DRAFT



2020.46

IN BOARD OF CITY COUNCIL...JUNE 16, 2020

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

Part III (Land Development Regulations) Article XIII (Amendments), § 3 (Contract and Conditional Zoning) is amended as follows:

Contract Zone #19 Maine Governmental Facilities Authority (Tax Maps 88 & 3, Lots 5 & 66-1).

BE IT FURTHER ORDAINED by the City Council of Biddeford, Maine that Contract Zone #19, as recommended by the Planning Board on May 20, 2020, be adopted, and that said Contract Zone be considered an amendment to the Zoning Ordinance and the Official Zoning Map of the City of Biddeford,

BE IT ORDERED that the City Manager be authorized to sign and execute an Agreement between the City of Biddeford and the Maine Governmental Facilities Authority to establish said Contract Zone #19.



Biddeford City Council

Meeting Date: June 16, 2020

Meeting Time: 6:00 PM

Agenda Item No: 2020.46

Item Description: Contract Zone #19 for the Maine Governmental Facilities Agency for the York Judicial Center at 511-515 Elm Street and 384 Hill Street.

Submitted by: Greg Tansley, A.I.C.P., City Planner
Mathew Eddy, Director of Planning and Development

Supporting Information/Documentation:

- Contract Zone #19 Council Order
- Draft Contract Zone Agreement
- Planning Board Contract Zone Findings of Fact and Recommendation
- Planning Board Site Plan and Conditional Use Permit Notice of Decision (Approval)
- Approved Plan Set – CLICK [HERE](#).

Key Terms:

Contract Zoning: “Contract zoning” is where a property owner or person/entity with interest in property accepts certain conditions or restrictions not imposed on other similarly zoned properties in return for the rezoning of the property as a “Contract Zone”. Contract zones are typically best-suited for unique or unusual projects that are generally consistent with existing or allowed uses in the existing zones. In the case of proposed Contract Zone #19, the reason for the Contract Zone is the proposed building height of not to exceed 68.5’, rather than 35’ in the existing zone.

Executive Summary:

In September 2019 the Planning Board began its review of a proposed York Judicial Center located off Elm Street (Route 1). It was known from the start the project required a Contract Zone due to the height proposed being up to 68.5’ in height, taller than the 35’ height limit in the underlying zones.

Over four (4) public meetings within eight (8) months, the Planning Board approved the Site Plan and Conditional Use Permit for the project and has returned a positive recommendation to the City Council for Contract Zone Approval. The City Council is being asked to approve Contract Zone #19 and allow the York Judicial Center to proceed with a maximum height of up to 68.5’.

On May 20, 2020 the Board unanimously approved the Site Plan and Conditional Use Permit and unanimously voted to recommend that the City Council approve Contract Zone #19.

Detailed Review:

In March 2017 the City of Biddeford conveyed three parcels of land to the Maine Governmental Facilities Authority to facilitate plans for the consolidation of the York County District and

Superior Courts into one judicial facility off Elm Street (Route 1). The location is south of Marden's on the east side of Route 1 on a property that has locally referred to as the 'Pate' property, although the total property under consideration includes land continuing on to Hill Street.

On September 17, 2019 the City Council endorsed the concept of a Contract Zone for the Maine Governmental Facilities Authority which began the review process at the Planning Board.

As described below, the project needs a Contract Zone to accommodate the 68.5' (+/-) height of the structure in an otherwise 35' zone (B-2). The height of the structure is the only reason a Contract Zone is required for the project.

Over the course of many months and several public meetings (where the public was permitted to speak) the Board reviewed this project. During that review the Planning Board paid a considerable amount of attention in its review of the building design and height, as well as buffering from the northerly residential uses located behind Route 1 (Elm Street).

Aside from the height consideration and the Contract Zone, the Planning Board also reviewed the project under Site Plan Review and Conditional Use Permit requirements. Based on that review, several other important issues were addressed, such as:

- Access to Hill Street would be limited to emergency vehicles only and accessed by the City via a Fire Department approved Knox Box.
- Lighting would be dimmed in the parking lots after and before hours.
- Stormwater would be treated across the street on the other side of Elm Street (Route 1) on City property through an easement agreement with the City.

On May 6, 2020 the Planning Board held a Public Hearing on the proposal. Many comments were taken both before and during the public hearing. The Planning Board, in an attempt to encourage more public comment, closed the Public Hearing and then allowed an additional two (2) weeks of written public comments before it would decide on the approval of the project and its recommendation to the City Council on the Contract Zone.

On May 20, 2020 the Board unanimously approved the Site Plan and Conditional Use Permit and unanimously voted to recommend that the City Council approve Contract Zone #19.

Funding Source:

N/A

Staff Recommendation:

Recommend the City Council support the Planning Board's recommendation and approve Contract Zone #19 for the Maine Governmental Facilities Authority as presented.

Findings of Fact and Recommendations of the City of Biddeford Planning Board

To: Mayor Alan Casavant
Members of the Biddeford City Council

The Planning Board of the City of Biddeford has met and reviewed the Request for Contract Zone submitted by the applicant, Maine Governmental Facilities Authority and Maine Judicial Branch, to construct a 120,975± square foot floor area (34,545± square foot footprint) York County Judicial Center and associated site improvements at 511-515 Elm Street (Route 1) and 384 Hill Street, Tax Map 88, Lots 5 and 44 and Tax Map 3, Lot 66-1 in the B2, R-1-A, and I-2 zones. The purpose of the Contract Zone is to allow a building height of up to 68.5 feet in height in an existing zone that otherwise would have allowed only 35 feet in height. Off-site improvements include improvements to an existing stormwater facility at 516 and 522 Elm Street, Tax Map 14, Lots 14-1, 14-2, and 14-3 owned by the City of Biddeford.

In reviewing the request for Contract Zone #19, the Planning Board has reviewed and approved this project under Part III (Land Development Regulations), Article XI (Site Plan Review) and Article VII (Conditional Uses) and makes the following Findings of Fact regarding the Contract Zone:

1. The proposed contract zone as hereinafter set forth is consistent with the Comprehensive Plan of the City of Biddeford in that the area to be developed is located in a growth area of the City along a mixed-use corridor zoned to allow for public facilities; and
2. The proposed public facility is located in existing B-2 and R-1-A zones where the use is "Permitted" and "Conditional" respectively. As such it is consistent with those uses allowed in the underlying zones; and
3. The proposed zone change shall meet all of the area, front yard, side yard, rear yard and height requirements of the existing zone and proposed contract zone except that the maximum building height would be 68.5 feet in an existing zone that otherwise would have allowed only 35 feet in height; and
4. The proposed zone will not create unreasonable traffic congestion on contiguous or adjacent streets and has received an approved Maine Department of Transportation Traffic Movement Permit Identification # Reg. 01-000269-A-N dated 3/20/2020; and:
5. The proposed zone change and use authorized includes provisions for providing and maintaining adequate:
 - Utility services; and
 - Sewage disposal; and
 - Drainage; and
 - Solid waste disposal; and

- Access; and
 - Parking and loading; and
 - All other necessary site improvements; and
6. The proposed use will conform to the general character of the neighborhood in that the materials to be used, style of buildings, fences, plantings and the like are compatible with the character of the neighborhood; and
 7. Insofar as practicable, the landscaping will be preserved in its natural state; and
 8. There will be sufficient setbacks of structures and screening to provide an adequate visual and sound barrier; and
 9. Off-street parking facilities are sufficiently screened from view of surrounding properties; and
 10. There will be no significant adverse effect resulting from the proposed use and the proposed zone change upon the public health, safety and general welfare of the neighborhood.

The Planning Board of the City of Biddeford specifically finds there is a demonstrated need to promote desirable growth within the growth areas of Biddeford and more flexible and adaptable zoning methods such as Contract Zoning are needed to permit differing land developments where they may not otherwise be permitted. The City recognizes, however, that such land uses and developments may warrant certain limitations or restrictions on the use or development of the property to protect the best interests of the property owner, the surrounding property owners and the neighborhood, all other property owners and citizens of the City, and to secure appropriate development consistent with the City's Comprehensive Plan.

The Planning Board of the City of Biddeford, therefore, recommends that the Request for Zone Change be affirmatively acted upon by the City Council thereby permitting the Maine Governmental Facilities Authority and Maine Judicial Branch to construct a 120,975± square foot floor area (34,545± square foot footprint) York County Judicial Center and associated site improvements at 511-515 Elm Street (Route 1) and 384 Hill Street, Tax Map 88, Lots 5 and 44 and Tax Map 3, Lot 66-1 in the B2, R-1-A, and I-2 zones with a building height of up to 68.5 feet in accordance with the plans and materials reviewed and approved by the Planning Board on May 20, 2020. This rezoning is pursuant to the provisions of Article XVII, Section 3 of the Zoning Ordinance of the City of Biddeford to create a zone which is labelled Contract Zone 19 (CZ-19).

CZ-19 shall provide for the following:

1. The maximum allowable building height for Contract Zone #19 is 68.5 feet as depicted on the approved plans dated May 20, 2020.

In consideration of such Contract Zone the Applicant agrees to:

1. Construct thereon a 120,975± square foot floor area (34,545± square foot footprint) York County Judicial Center and associated on- and off-site improvements in accordance with the aforesaid approved plans.

It shall be a condition of this Contract Zone Change that in the event the Developer, or its Approved Assignee, shall fail to commence significant construction of the improvements within four (4) years of the effective date of the Contract Zone and shall complete construction within seven (7) years of the effective date of the Zone Change. Significant commencement of construction shall mean the installation of all infrastructure improvements and grading within the limits of the Project. In the event Applicant shall not comply with the provisions of this paragraph, the Zone Change granted hereby shall automatically be void and the Property shall revert to the zoning classification that the Property was in of the date of the Contract Zone Agreement.

In the event that the zones have changed, the Property shall revert to the zoning classifications of the abutting properties. In the event the abutting properties shall have more than one zoning classification, the Property shall become part of the more restrictive abutting zone.

City of Biddeford Planning Board

JUNE 8, 2020

By:


William Southwick, Chair

The undersigned Applicant agrees with the City of Biddeford to be bound by the terms, conditions and provisions of this Approval, if the zone change is enacted.

State of Maine, acting by and through the Maine Judicial Branch

JUNE 11, 2020

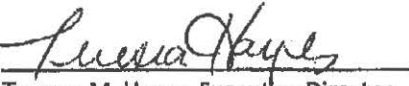
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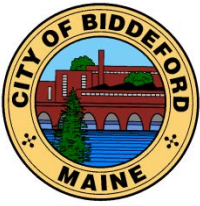

James T. Glessner, State Court
Administrator

Maine Governmental Facilities Authority

june 4, 2020

By:


Teresea M. Hayes, Executive Director



CITY OF BIDDEFORD

Planning and Development Department

Greg D. Tansley, A.I.C.P.
City Planner
205 Main Street
P.O. Box 586
Biddeford, ME 04005
(207) 282-7119 or (207) 284-9115
Greg.Tansley@biddefordmaine.org

NOTICE OF DECISION

June 3, 2020

Doug Reynolds, P.E.
Gorrill-Palmer
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106

RE: 2019.36 Contract Zone and Final Site Plan Review/Conditional Use Permit and for a 120,975± square foot floor area (34,545± footprint) York County Judicial Center and associated site improvements at 511-515 Elm Street (Route 1) and 384 Hill Street, Tax Map 88, Lots 5 and 44 and Tax Map 3, Lot 66-1 in the B2, R-1-A, and I-2 zones. The purpose of the Contract Zone is to allow a building height of up to 68.5 feet in height in an existing zone that otherwise would have allowed only 35 feet in height. Off-site improvements include improvements to an existing stormwater facility at 516 and 522 Elm Street, Tax Map 14, Lots 14-1, 14-2, and 14-3 owned by the City of Biddeford.

Dear Doug,

At their meeting of May 20, 2020 the Biddeford Planning Board reviewed the Contract Zone and Final Subdivision and Conditional Use Permit application for Maine Governmental Facilities Authority 127 Community Drive, P.O. Box 2268, Augusta, ME 04338-2268) for the York Judicial Center at 511-515 Elm Street (Route 1) and 384 Hill Street, Tax Map 88, Lots 5 and 44 and Tax Map 3, Lot 66-1 in the B2, R-1-A, and I-2 zones.

Maine Governmental Facilities Authority owns the property and you and representatives of the project team were present for the meeting. Based on the presentation and the materials submitted, the Planning Board authorized the City Planner to sign the final plans on its behalf. The Planning Board further approved the site plan and conditional use permit and approved the findings of fact conditioned on the following:

- 1. Prior to any ground disturbance or issuance of any permits:**
 - a. A stormwater mitigation fee of \$72,350.00 shall be paid to the Planning Department based on the Maine DEP Site Location of Development Act Urban Impaired Stream Compensation Fee Maine DEP Chapter 501 SS 3.A.{1} as follows:**

Area Type	Area (Acres)	Mitigation Cost per Acre	Cost per CFUP
Non-Roof Impervious	4.52	\$ 12,500.00	\$ 56,500.00
Roof	0.8	\$ 5,000.00	\$ 4,000.00
Vegetated	2.19	\$ 2,500.00	\$ 5,475.00
Impervious Permanent Stormwater Pool	0.51	\$ 12,500.00	\$ 6,375.00
TOTAL CFUP Required	-	-	\$ 72,350.00

- b. A pre-construction meeting with the contractor needs to be held with the Engineering Office to discuss inspection requirements.
- c. A copy of all required Maine DEP and Maine DOT Permits must be submitted to the Planning Department.
- d. An Erosion and Sedimentation Control Performance Guarantee (acceptable to the Planning Department) in the amount of \$XXX,XXX.XX (amount to be determined by the Planning Department) shall be submitted to the Planning Department.
- e. Salt Management Plan to be provided for review and approval by the Planning Department.
2. Prior to issuance of any occupancy permits:
 - a. A compliance inspection needs to occur by the Engineering Department to determine that all site improvements as shown on the submitted plan were constructed in accordance with the approved plans.
 - b. A performance guarantee (amount to be determined by the Planning Department) in the amount of 150% of any remaining site improvements shall be submitted to the Planning Department.
3. Prior to commencing any work in the City Right-of-Way the applicant must obtain a road-opening permit from the Public Works Department.
4. The emergency access road to and from Hill Street shall remain restricted to emergency access purposes only. Knox boxes for this access road and throughout the site shall be approved by the Fire Department.
5. All trees within required 30' buffer areas around the parcel not shown as removed as part of the project shall remain. Trees within the buffer areas may only be removed if deemed hazardous and approved for removal by the Planning Department. Buffer areas shall be maintained and any removed trees shall be revegetated with new trees, approved by the Planning Board, as sufficient for re-establishing any loss of buffer as a result of their removal within a reasonable time-period. The Planning Board may enlist the services of a 3rd Party to assist in the review of any revegetation plans in buffer areas, at the expense of the project owner.
6. Site lighting that is not necessary to maintain minimal security throughout the site shall be dimmed after normal hours of business, typically between 9 PM and 6 AM daily and on weekends and holidays.
7. Best management practices shall be adhered to during all ground disturbance operations. All Catch Basin's in the vicinity of earthwork operations shall have silt sacks installed & maintained for the duration of the work.
8. All erosion and sediment control measures need to be installed. The applicant shall notify the Engineering Department once installed so that Staff may inspect said installation, as necessary.
9. The applicant shall obtain all other pertinent local, state and federal permits, licenses, and insurance such as blasting, building, electrical, plumbing, etc., prior to commencing business, unless authority issuing said permit allows for such actions.

10. Once completed, as-built drawings of the site shall be provided to the Planning Department.
11. Upon completion of the work the project engineer shall certify that the project has been completed as per the approved plans or shall note any deviations from the approved plans.
12. Standard Conditions of Approval apply.
13. This approval is conditioned upon approval of a Contract Zone by the Biddeford City Council.

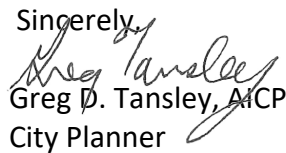
The Planning Board Site Plan and Conditional Use Permit approvals shall be valid for one (1) year from the date of said approval. If a building permit has not been issued within one (1) year, then said approval shall become automatically null and void.

After approving the Site Plan and Conditional Use Permit, the Planning Board then approved the "Findings of Fact and Recommendation of the City of Biddeford Planning Board" and forward the Contract Zone proposal to the City Council with a positive recommendation for approval. I expect this item to be on the June 16 City Council Agenda.

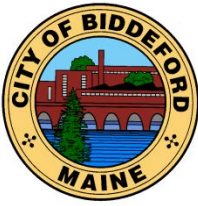
Appeals of the Planning Board's decision may be made as per the Biddeford Revised Code of Ordinances.

Please contact us at 284-9115 if you have any questions.

FOR THE BIDDEFORD PLANNING BOARD

Sincerely,

Greg D. Tansley, AICP
City Planner

Cc: C. Colburn, Finegold Alexander Architects (via e-mail)
P. Johnston, Owner's Project Manager (via e-mail)
T. Milligan, P.E., City Engineer (via e-mail)
R. Fecteau, Code Enforcement Officer (via e-mail)
M. Eddy, Planning and Development Director (via e-mail)
File



CITY OF BIDDEFORD

Planning and Development Department

Greg D. Tansley, A.I.C.P.
City Planner
205 Main Street
P.O. Box 586
Biddeford, ME 04005
(207) 282-7119 or (207) 284-9115
Greg.Tansley@biddefordmaine.org

Standard Conditions of Approval

Owner/Applicant: Maine Governmental Facilities Authority
127 Community Drive
P.O. Box 2268
Augusta, ME 04338-2268

Project Description: 120,975± square foot floor area (34,545± footprint) York County Judicial Center and associated site (and off-site) improvements

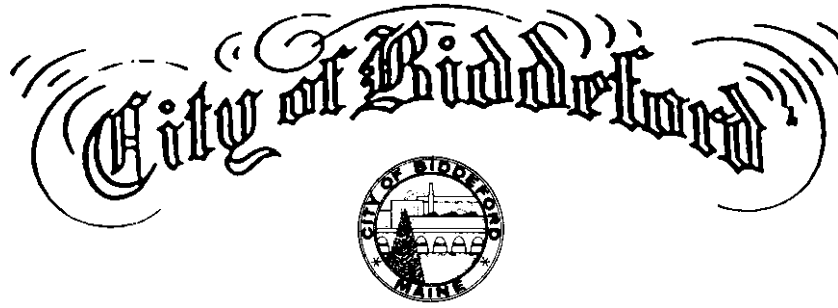
Project Location: **511-515 Elm Street and 384 Hill Street; 516 and 522 Elm Street.**

Tax Map / Lot Number: Tax Map 88, Lots 5 and 44 and Tax Map 3, Lot 66-1; Tax Map 14, Lots 14-1, 14-2, and 14-3

Project ID: 2019.36

1. The material provided for the proposed project has been reviewed only for general conformance to the City technical requirements. The applicant(s) and/or their technical consultant shall be responsible for the actual design details and completeness of their work. It is incumbent upon the applicant(s) to ensure that the project is in conformance and complies with all City Codes, ordinances and regulations as well as with all state regulations, including, but not limited to, space and bulk standards, performance standards, use standards and other zoning type requirements.
2. All work shall be in conformance with the approved plans and submission documents. No deviations from the approved plans are permitted without prior approval from the Planning Board for major changes, and from the City Planner and City Engineer for minor changes. The City Planner shall make the determination of major or minor.
3. If Site Development is required as part of the project, a Letter of Credit or other surety acceptable to the City of Biddeford shall be submitted prior to the issuance of permits or site work being initiated. The financial guarantee shall be established for 150% of the cost of the remaining project improvements. (Items include but are not limited to the following):
 - a. Landscaping

- b. Paving
 - c. Work within ROW (existing or proposed)
 - d. Drainage
 - e. Loam & seed
 - f. Sediment & erosion control
 - g. As-builts
 - h. Monuments
4. Prior to any ground disturbance, the applicant shall establish a construction inspection account equal to: **\$3,000.00 DUE.**
 5. Prior to any ground disturbance, a pre-construction meeting with the owner/applicant, contractor, and City is required. Contact the Engineering Department to schedule this meeting.
 6. Contact the Department of Public Works for driveway location permits, curb cut permits and/or street opening permits prior to the start of construction.
 7. If Site Development is required as part of the project, an as-built plan must be provided to the City of Biddeford Engineering Office at the end of the project on mylar and on a disk, in a format, which can be read by the City of Biddeford's Geographic Information System software. If a disk copy cannot be provided, a charge for staff time to enter the plan into the City system will be assessed to the applicant.
 8. The applicant shall incorporate appropriate erosion control measures into this project to reduce erosion affects from the work. All disturbed areas must be re-vegetated and/or otherwise stabilized at the appropriate stage of the work per Maine DEP standards in the Best Management Practice (BMP) manual.
 9. That the Article VI Performance Standards requirements regarding Dust, Fumes, Vapors & Gases (sect 25), Explosive Materials (sect 28), Glare (sect 37), Noise (sect 48) be followed.
 10. The applicant is required to comply with all applicable requirements of Chapter 70 (Utilities) and Chapter 71 (Utilities/Industrial Pretreatment Program).
 11. The applicant shall obtain all other pertinent local, state and federal permits, licenses, and insurance such as blasting, building, electrical, plumbing, etc prior to commencing business.
 12. If Site Development is required as part of the project, at the completion of the project the owner/applicant shall request a final inspection. This request shall be directed to the Planning Office. Performance Guarantees and remaining escrow accounts shall not be released until the Planning Office certifies that the project has been completed and is in compliance with the approval and all applicable City Ordinances.



2020.47

IN BOARD OF CITY COUNCIL...JUNE 16, 2020

BE IT ORDERED, that the Municipal Officers of the City of Biddeford do hereby abate the property tax amounts on property located at 36 Hill Street, recommended as follows:

- FY18 - \$1,515.86
- FY19 - \$1,539.99



ASSESSORS' OFFICE

Meeting Date: June 16th 2020

Meeting Time: 6:00 PM

Agenda Item No: ?

Item Description: 36 Hill Street Abatement Request

Submitted by: Nicholas Desjardins, City Assessor

Supporting Information/Documentation:

- 36 Hill Street Property Record Cards for Fiscal year 2018 and Fiscal year 2019
- 2015 Approved Building Permit Application of Demolition of Existing Structure
- Email confirmation from Code Enforcement Officer Structure Demolished 9/5/2015
- 36 M.R.S. §841(1) Abatement Procedures statute
- 36 M.R.S. §506-A Overpayment of Taxes statute
- Calculation of abatement amounts for each fiscal year with interest per statutes

Key Terms:

- Total Assessment comparison with structure vs. without structure for both Fiscal Years
- Abatement procedures as it relates to Municipal Officials and Overpayment of Taxes

Executive Summary:

- Property Owner purchased on 10/7/2015 after building was demolished
- 36 M.R.S. § 841 Abatement Procedures allows Municipal Officials to abate illegality, error or irregularity in assessment after one year and within three years of commitment

Detailed Review:

- Property was assessed with structure for Fiscal Year 2018 and 2019 and structure was demolished
- The information provided is sufficient documentation that assessment was in error for the fiscal years provided that allows Municipal Officials to abate within the statutes

Staff Recommendation:

- I am recommending the Municipal Officials to abate the property tax amounts recommended for Fiscal year 2018 of \$1,515.86 and Fiscal year 2019 of \$1,539.99

Application fee: \$50
due at time of
application

BUILDING/DEMOLITION PERMIT APPLICATION

Code Enforcement Office
205 Main Street
Biddeford, Maine 04005
(207) 284-9236 FAX (207) 286-9382

For Office Use

Date: 6/25/15

Fee: \$ 50.00

Issued By: RPF

Permit #: 15-062-42

Date of Application:

06/24/2015

Address of Construction: 36 Hill St. Biddeford

Map/Lot: 39-102

Zone: _____

Type of Permit Requested: (Check all that apply)

- ☐ New structure ☐ Change of use
☐ Addition ☐ Change of occupancy
☒ Demolition ☐ Swimming Pool
☐ Remodel interior ☒ ~~Remodel~~ structure(s)
☐ Remodel exterior ☐ Commercial
☐ Sign ☐ Other _____

Owner Name:

ADDRESS 212 St. John St.

CITY, STATE & ZIP Portland ME 04102

TELEPHONE # 207-650-6532

EMAIL: tingly@gmail.com

Contractor name: Jason Cabana

☐ Same as owner

ADDRESS PO Box 11122

CITY, STATE & ZIP Portland ME 04102

TELEPHONE # 207-725-4390

Erosion control required: ☐ YES ☒ NO

Site contractor erosion control Cert # _____

Complete Description of Work and Construction Cost of Project: \$

Demo entire building

Present land use: Dwelling Proposed land use: Parking lot

ARE THERE ANY ASBESTOS CONTAINED MATERIALS?

☐ YES

☒ NO

Required Property Line Setbacks

FRONT _____ BACK _____

LEFT _____ RIGHT _____

Lot coverage

Allowed: _____

Proposed: _____

Water Setbacks

WETLAND _____ STREAM _____

TIDAL _____ POND _____

RIVER _____

This property has: ☒ Town water

or

☐ Well

Driveway opening DPW ☐ Yes ☐ No

Disseminated

☐ Septic

or

☒ Sewer

Sewer fee paid ☐ Yes ☐ No

Plumber: ☐ Same as applicant
NAME

ADDRESS

CITY, STATE & ZIP

TELEPHONE

**SEPARATE PERMITS
ARE REQUIRED FOR
ELECTRICAL AND
PLUMBING WORK**

Electrician: ☐ Same as applicant
NAME

ADDRESS

CITY, STATE & ZIP

TELEPHONE

PLEASE NOTE: Prior to ground disturbance erosion control must be in place.

Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work commenced.

2009 IBC, Section 105.5

Notes:

Desjardins, Nicholas

From: Fecteau, Roby
Sent: Thursday, October 31, 2019 9:43 AM
To: Desjardins, Nicholas
Cc: Meghan Fenton; Charron, Danielle; Quang Le
Subject: RE: 36 Hill Street

Nick

As you can see from the images below, the building was torn down prior to sept 5th 2015. Google earth is a wonderful thing!

The notice to owners may be by mail directed to the last known address of the taxpayer or by any other method that provides reasonable notice to the taxpayer.

If notice is given by mail and the taxpayer does not furnish the list, the taxpayer is barred of the right to make application to the assessor or assessors, chief assessor or State Tax Assessor or any appeal from an application for any abatement of those taxes, unless the taxpayer furnishes the list with the application and satisfies the assessing authority or authority to whom an appeal is made that the taxpayer was unable to furnish the list at the time appointed.

The assessor or assessors, chief assessor or State Tax Assessor may require the person furnishing the list to make oath to its truth, which oath any of them may administer.

The assessor or assessors, chief assessor or State Tax Assessor may require the taxpayer to answer in writing all proper inquiries as to the nature, situation and value of the taxpayer's property liable to be taxed in the State or subject to exemption pursuant to subchapter 4-C. As may be reasonably necessary to ascertain the value of property according to the income approach to value pursuant to the requirements of section 208-A or generally accepted assessing practices, these inquiries may seek information about income and expenses, manufacturing or operational efficiencies, manufactured or generated sales price trends or other related information. A taxpayer has 30 days from receipt of such an inquiry to respond. Upon written request, a taxpayer is entitled to a 30-day extension to respond to the inquiry and the assessor may at any time grant additional extensions upon written request. Information provided by the taxpayer in response to an inquiry that is proprietary information, and clearly labeled by the taxpayer as proprietary and confidential information, is confidential and is exempt from the provisions of Title 1, chapter 13. An assessor of the taxing jurisdiction may not allow the inspection of or otherwise release such proprietary information to anyone other than the State Tax Assessor, who shall treat such proprietary information as subject to section 191, subsection 1, except that the exemption provided in section 191, subsection 2, paragraph I does not apply to such proprietary information. As used in this subsection, "proprietary information" means information that is a trade secret or production, commercial or financial information the disclosure of which would impair the competitive position of the person submitting the information and would make available information not otherwise publicly available and information protected from disclosure by federal or state law or regulations. A person who knowingly violates the confidentiality provisions of this paragraph commits a Class E crime.

A taxpayer's refusal or neglect to answer inquiries bars an appeal, but the answers are not conclusive upon the assessor or assessors, chief assessor or State Tax Assessor.

If the assessor or assessors, chief assessor or State Tax Assessor fail to give notice by mail, the taxpayer is not barred of the right to make application for abatement; however, upon demand the taxpayer shall answer in writing all proper inquiries as to the nature, situation and value of the taxpayer's property liable to be taxed in the State. A taxpayer's refusal or neglect to answer the inquiries and subscribe the same bars an appeal, but the list and answers are not conclusive upon the assessor or assessors, chief assessor or the State Tax Assessor.

§ 841. Abatement procedures

1. Error or mistake. The assessors, either upon written application filed within 185 days from commitment stating the grounds for an abatement or on their own initiative within one year from commitment, may make such reasonable abatement as they consider proper to correct any illegality, error or irregularity in assessment, provided that the taxpayer has complied with section 706.

The municipal officers, either upon written application filed after one year but within 3 years from commitment stating the grounds for an abatement or on their own initiative within that time period, may make such reasonable abatement as they consider proper to correct any illegality, error or irregularity in assessment, provided the taxpayer has complied with section 706. The municipal officers may not grant an abatement to correct an error in the valuation of property.

2. Hardship or poverty. The municipal officers, or the State Tax Assessor for the unorganized territory, within 3 years from commitment, may, on their own knowledge or on written application, make such abatements as they believe reasonable on the real and personal taxes on the primary residence of any person who, by reason of hardship or poverty, is in their judgment unable to contribute to the public charges. The municipal officers, or the State Tax Assessor for the unorganized territory, may extend the 3-year period within which they may make abatements under this subsection.

As used in this subsection, "primary residence" means the home, appurtenant structures necessary to support the home and acreage sufficient to satisfy the minimum lot size as required by the municipality's land use or building permit ordinance or regulations or, in the absence of any municipal minimum lot size requirement, as required by Title 12, section 4807-A.

Municipal officers or the State Tax Assessor for the unorganized territory shall:

- A. Provide that any person indicating an inability to pay all or part of taxes that have been assessed because of hardship or poverty be informed of the right to make application under this subsection;
- B. Assist individuals in making application for abatement;
- C. Make available application forms for requesting an abatement based on hardship or poverty and provide that those forms contain notice that a written decision will be made within 30 days of the date of application;
- D. Provide that persons are given the opportunity to apply for an abatement during normal business hours;
- E. Provide that all applications, information submitted in support of the application, files and communications relating to an application for abatement and the determination on the application for abatement are confidential. Hearings and proceedings held pursuant to this subsection must be in executive session;
- F. Provide to any person applying for abatement under this subsection, notice in writing of their decision within 30 days of application; and
- G. Provide that any decision made under this subsection include the specific reason or reasons for the decision and inform the applicant of the right to appeal and the procedure for requesting an appeal.

3. Inability to pay after 2 years. If after 2 years from the date of assessment a collector is satisfied that a tax upon real or personal property committed to him for collection cannot be collected by reason of the death, absence, poverty, insolvency, bankruptcy or other inability of the person assessed to pay, he

4. When interest collected. The date or dates from and after which interest must accrue, which must also be the date or dates on which taxes become delinquent. The rate of interest must be specified in the vote and must apply to delinquent taxes committed during the taxable year until those taxes are paid in full. Except as provided in subsection 4-A, the maximum rate of interest must be established by the Treasurer of State and may not exceed the prime rate as published in the Wall Street Journal on the first business day of the calendar year, rounded up to the next whole percent plus 3 percentage points. The Treasurer of State shall post that rate of interest on the Treasurer of State's publicly accessible website on or before January 20th of each year. The interest must be added to and become part of the taxes.

4-A. Alternate calculation of interest. For any tax year for which the maximum interest rate established by the Treasurer of State under subsection 4 is 2 percentage points or more lower than the maximum rate established by the Treasurer of State for the previous tax year, the municipality may adopt an interest rate that is up to 2 percentage points over the rate established by the Treasurer of State for the tax year under subsection 4.

5. Abatement when taxes paid prior to time. That all taxpayers who pay their taxes prior to specified times shall be entitled to abatement thereon, which abatement shall not exceed 10%, and shall be specified in the vote. A notification of such vote shall be posted by the treasurer in one or more public places in the municipality within 7 days after the commitment of the taxes.

§506. PREPAYMENT OF TAXES

Municipalities at any properly called meeting may authorize their tax collectors or treasurers to accept prepayment of taxes not yet committed and to pay interest on these prepayments, if any is authorized, at a rate not exceeding 8% per year; municipalities are not obligated to authorize the payment of interest on taxes prepaid under this section. Any excess paid in over the amount finally committed must be repaid, with the interest due on the whole transaction, at the date that the tax finally committed is due and payable. [PL 1993, c. 422, §2 (AMD).]

§506-A. OVERPAYMENT OF TAXES

Except as provided in section 506, a taxpayer who pays an amount in excess of that finally assessed must be repaid the amount of the overpayment plus interest from the date of overpayment at a rate to be established by the municipality. The rate of interest may not exceed the interest rate established by the municipality for delinquent taxes nor may it be less than that rate reduced by 4%. If a municipality fails to establish a rate of interest for overpayments of taxes, it shall pay interest at the rate it has established for delinquent taxes.

§507. TAXPAYER INFORMATION

A municipality that issues a property tax bill to a taxpayer must issue the following information.

1. Reductions to tax. The property tax bill must contain a statement or calculation that demonstrates the amount or percentage by which the taxpayer's tax has been reduced by the distribution of state-municipal revenue sharing, state reimbursement for the Maine resident homestead property tax exemption and state aid for education. The State Tax Assessor shall annually provide each municipality with the amount of state-municipal revenue sharing and state aid for education subject to identification under this section.

Vision ID: 4562

MAP ID: 39/ 102/ / /

Bldg Name:

State Use: 1010

Account #

Bldg #: 1 of 1

Sec #: 1 of

1 Card 1 of 1

Print Date: 11/26/2018 22:28

CURRENT OWNER		TOPO.		UTILITIES		STRT./ROAD		LOCATION		CURRENT ASSESSMENT				4505 BIDDEFORD, ME							
BIDDEFORD PROPERTY ASSOCIATES		2 High	3 Public Sewer	1 Paved	1 Urban	Description		Code	Appraised Value	Assessed Value											
188 DARTMOUTH ST		4 Rolling	2 Public Water	5 Curb & Gutter		RESIDNTL		1010	61,000	61,000	VISION										
PORTLAND, ME 04103				6 Sidewalk		RES LAND		1010	36,800	36,800											
Additional Owners:						RESIDNTL		1010	2,600	2,600											
SUPPLEMENTAL DATA										Total		100,400	100,400								
Other ID:		Color		GREY																	
Sub-Div		H. District		136																	
Photo		S. District		4																	
Ward		TIF																			
Prec. 2																					
Tract 1F																					
GIS ID: 39-102		ASSOC PID#																			
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)													
BIDDEFORD PROPERTY ASSOCIATES LLC		17111/ 933	10/07/2015	U	I	1,500,000	1G	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value								
HILL STREET APARTMENTS, LLC		17031/ 305	06/03/2015	U	I	0	1N	2017	1010	61,000	2016	1010	61,000								
BOUCHARD, LAURA J		16908/ 746	10/10/2014	U	I	69,000	1N	2017	1010	36,800	2016	1010	36,800								
PAQUET, GERMAINE T & FERNANDE J		14772/ 343	03/06/2006	U	I	0	1A	2017	1010	2,600	2016	1010	2,600								
PAQUET GERMAINE T &		14772/ 341	03/06/2006	U	I	0	1A				2015	1010	2,600								
PAQUET LUCILLE V & CLAIRE		02975/0009				0															
								Total:	100,400	Total:	100,400	Total:	100,400								
EXEMPTIONS		OTHER ASSESSMENTS																			
Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.	This signature acknowledges a visit by a Data Collector or Assessor												
Total:																					
ASSESSING NEIGHBORHOOD																					
NBHD/SUB		NBHD Name		Street Index Name		Tracing		Batch													
0003/A																					
NOTES																					
LOW UBM																					
3X6X28																					
1/2 BTH ONLY=SML TUB IN																					
KIT FOR BTH																					
NO HEAT EAF																					
BUILDING PERMIT RECORD																					
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	VISIT/ CHANGE HISTORY												
									Date	Type	IS	ID	Cd.	Purpose/Result							
									11/08/2013	02		ND	41	LETTER / STATE REQU							
									09/26/2008	02		ND	41	LETTER / STATE REQU							
									04/01/1997			DC	19	DC 1997 UPDATE							
									02/12/1990	X		TS	00	MEAS & LISTD							
LAND LINE VALUATION SECTION																					
B #	Use Code	Use Description	Zone	D	Front	Depth	Units	Unit Price	I. Factor	S.A.	Acre Disc	C. Factor	ST. Idx	Adj.	Notes- Adj	Special Pricing		S Adj	Adj. Unit Price	Land Value	
1	1010	SINGLE FAM MDL-01	ISR	D			3,485	SF	15.09	0.7000	3	1.0000	1.00	0003	1.00		Spec Use	Spec Calc	1.00	10.56	36,800
Total Card Land Units: 0.08 AC Parcel Total Land Area: 0.08 AC																				Total Land Value: 36,800	

Vision ID: 4562

MAP ID: 39/ 102/ / /

Bldg Name:

State Use: 1010

Account #

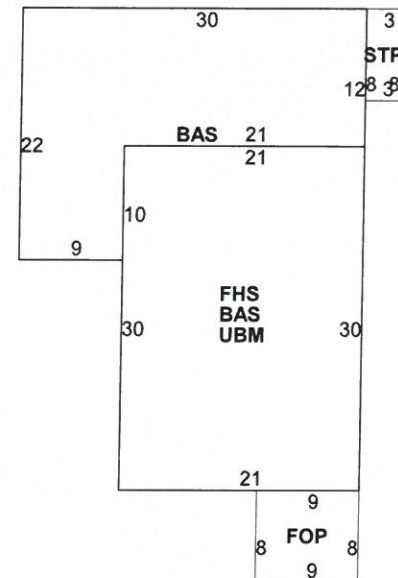
Bldg #: 1 of 1 **Sec #:** 1 of 1 **Card** 1 of 1

Print Date: 11/26/2018 22:28

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)			
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description
Style	106		Conventional	MH Park			
Model	01		Residential				
Grade	03		Average				
Stories	1		1 Story				
Occupancy	1			MIXED USE			
Exterior Wall 1	26		Aluminum Sidng	Code	Description		Percentage
Exterior Wall 2				1010	SINGLE FAM MDL-01		100
Roof Structure	03		Gable/Hip				
Roof Cover	03		Asph/F Gls/Cmp				
Interior Wall 1	03		Plastered	COST/MARKET VALUATION			
Interior Wall 2				Adj. Base Rate:			\$5.31
Interior Flr 1	14		Carpet	Net Other Adj:			-2,000.00
Interior Flr 2	06		Inlaid Sht Gds	AYB			1850
Heat Fuel	02		Oil	EYB			1974
Heat Type	05		Hot Water	Dep Code			A
AC Type	01		None	Remodel Rating			
Total Bedrooms	05		5 Bedrooms	Year Remodeled			
Total Bthrms	0			Dep %			40
Total Half Baths	1			Functional Obslnc			10
Total Xtra Fixtrs				External Obslnc			5
Total Rooms	8		8 Rooms	Cost Trend Factor			1
Bath Style	01		Old Style	Condition			
Kitchen Style	01		Old Style	% Complete			
				Overall % Cond			45
				Apprais Val			60,500
				Dep % Ovr			0
				Dep Ovr Comment			
				Misc Imp Ovr			0
				Misc Imp Ovr Comment			
				Cost to Cure Ovr			0
				Cost to Cure Ovr Comment			

OB-OUTBUILDING & YARD ITEMS(L) /XF-BUILDING EXTRA FEATURES(B)												
Code	Description	Sub	Sub Description	L/B	Units	Unit Price	Yr	Gde	Dp Rt	Cnd	%Cnd	Apr Value
BRN3	1 STORY W/L			L	380	27.00	1990		0		25	2,600
FLU2	BRICK			B	1	1,200.00	1974		1		100	500

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value
BAS	First Floor	1,080	1,080	1,080	85.31	92,135
FHS	Half Story, Finished	378	630	378	51.19	32,247
FOP	Porch, Open, Finished	0	72	14	16.59	1,194
STP	Stoop	0	24	2	7.11	171
UBM	Basement, Unfinished	0	630	126	17.06	10,749
Ttl. Gross Liv/Lease Area:		1,458	2,436	1,600		



Vision ID: 4562

MAP ID: 39/ 102/ //

Bldg Name:

State Use: 1010

Account #

Bldg #: 1 of 1

Sec #: 1 of 1 **Card** 1 of 1

Print Date: 11/26/2018 22:07

CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT													
BIDDEFORD PROPERTY ASSOCIATES C/O JANE LEVI 241 SILVER MOUNTAIN RD MILLERTON, NY 12546 Additional Owners:		2 High	3 Public Sewer	1 Paved	1 Urban	Description		Code	Appraised Value	Assessed Value									
		4 Rolling	2 Public Water	5 Curb & Gutter		RESIDENTL	1010	66,300	66,300										
				6 Sidewalk		RES LAND	1010	36,800	36,800										
						RESIDENTL	1010	2,600	2,600										
		SUPPLEMENTAL DATA																	
		Other ID:			Color	GREY													
		Sub-Div			H. District	136													
		Photo			S. District	4													
		Ward			TIF														
		Prec.																	
		Tract																	
		GIS ID: 39-102			ASSOC PID#														
					Total:		105,700		105,700										
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)											
BIDDEFORD PROPERTY ASSOCIATES LLC		17111/ 933	10/07/2015	U	I	1,500,000	1G	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value			
HILL STREET APARTMENTS, LLC		17031/ 305	06/03/2015	U	I	0	1N	2018	1010	66,300	2017	1010	61,000	2016	1010	61,000			
BOUCHARD, LAURA J		16908/ 746	10/10/2014	U	I	69,000	1N	2018	1010	36,800	2017	1010	36,800	2016	1010	36,800			
PAQUET, GERMAINE T & FERNANDE J		14772/ 343	03/06/2006	U	I	0	1A	2018	1010	2,600	2017	1010	2,600	2016	1010	2,600			
PAQUET GERMAINE T &		14772/ 341	03/06/2006	U	I	0	1A												
PAQUET LUCILLE V & CLAIRE		02975/0009				0													
						0		Total:	105,700		Total:	100,400		Total:	100,400				
EXEMPTIONS			OTHER ASSESSMENTS																
Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.	This signature acknowledges a visit by a Data Collector or Assessor										
Total:																			
ASSESSING NEIGHBORHOOD																			
NBHD/SUB		NBHD Name		Street Index Name		Tracing		Batch											
0003/A																			
NOTES																			
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1/2 BTH ONLY=SML TUB IN																			
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BUILDING PERMIT RECORD										VISIT/CHANGE HISTORY									
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	Date	Type	IS	ID	Cd.	Purpose/Result					
									11/08/2013	02		ND	41	LETTER / STATE REQ					
									09/26/2008	02		ND	41	LETTER / STATE REQ					
									04/01/1997			DC	19	DC 1997 UPDATE					
									02/12/1990	X		TS	00	MEAS & LIST					
LAND LINE VALUATION SECTION																			
B #	Use Code	Use Description	Zone	D	Front	Depth	Units	Unit Price	I. Factor	S.A.	Acre Disc	C. Factor	ST. Idx	Adj.	Notes- Adj	Special Pricing	S Adj Fact	Adj. Unit Price	Land Value
1	1010	SINGLE FAM MDL-01	MSRD				3,485	SF	15.09	0.7000	3	1.0000	1.00	0003	1.00		1.00	10.56	36,800
Total Card Land Units: 0.08 AC Parcel Total Land Area:0.08 AC																			
Total Land Value: 36,800																			

Vision ID: 4562

Bldg Name:

State Use: 1010

Account #

Bldg #: 1 of 1 **Sec #:** 1 of 1 **Card** 1 of 1

Print Date: 11/26/2018 22:07

[illegible]

Code	Description	Sub	Sub Descript	L/B	Units	Unit Price	Yr	Gde	Dp Rt	Cnd	%Cnd	Apr Value
BRN3	1 STORY W/L			L	380	27.00	1990		0		25	2,600
FLU2	BRICK			B	1	1,200.00	1974		1		100	500

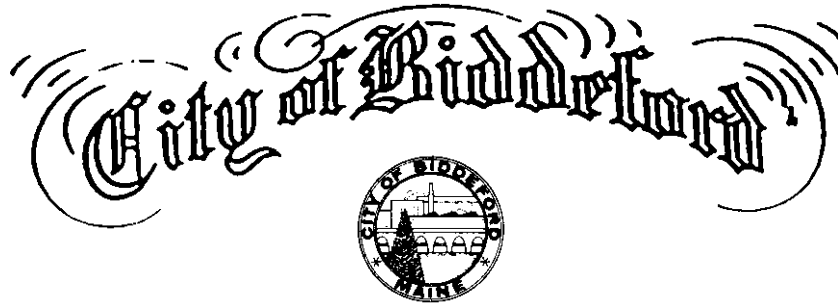
<i>Code</i>	<i>Description</i>	<i>Living Area</i>	<i>Gross Area</i>	<i>Eff. Area</i>	<i>Unit Cost</i>	<i>Undeprec. Value</i>
BAS	First Floor	1,080	1,080	1,080	92.59	99,997
FHS	Half Story, Finished	378	630	378	55.55	34,999
FOP	Porch, Open, Finished	0	72	14	18.00	1,296
STP	Stoop	0	24	2	7.72	185
UBM	Basement, Unfinished	0	630	126	18.52	11,666
<i>Ttl. Gross Liv/Lease Area:</i>		1,458	2,436	1,600		



36 Hill Street Abatement Calculation

Original Taxes	FY Comitted Value	Mil Rate	Abated Amount	Abatement Date
FY 2019	68,900	0.0197	1,357.33	6/16/2020
FY 2018	63,600	0.02007	1,276.45	

Year	Abated Amount	Interest Percentage	Start Date of Interest Accumulation	Days of Interest	Daily Accrual Rate	Percentage x Days	Total Interest	Total Abated Amount
FY 2019	1,357.33	8%	10/11/2018	614	0.0219178082%	13.46%	182.66	1,539.99
FY 2018	1,276.45	7%	10/12/2017	978	0.0191780822%	18.76%	239.41	1,515.86
								3,055.86



2020.48

IN BOARD OF CITY COUNCIL...JUNE 16, 2020

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to enter into a contract with Capital Assets in the amount of \$26,000 for administration of the IDIS (Integrated Disbursement and Information System) portion of the CDBG Job Retention Program.



Biddeford City Council and Finance Committee

Meeting Date: June 16 Meeting

Time: 6:00

Agenda Item No and Item Description: Capital Assets Contract for CDBG-CV Administration-Job Retention Program

- No: Capital Assets contract

Submitted by: Mathew Eddy

Supporting Information/Documentation:

Proposed contract

Key Terms:

- HUD—Housing and Urban Development(source of CDBG funds)
- CDBG-CV—Cares Act stimulus funding specific to the COVID pandemic crisis.
- Substantial amendment- Annual Action Plan. An amendment approved by City Council for the expenditure of \$276,000 in CDBG-CV funds, \$250,000 for direct business assistance and the remainder for administration (9.4%).
- CAC—Citizen Advisory Committee
- Community Development Block Grant program (CDBG-CV)—HUD “Care’s” Act
- Job Retention Program—A citywide business assistance program that provides \$12,500 per business, helping with payroll, rent or operating capital being proposed by the City.
- IDIS – Integrated Disbursement and Information System

Executive and Detailed Summary:

We are asking City Council to approve a proposed contract with Capital Assets to assist the City in administering the CDBG-CV stimulus program.

Capital Assets will provide direct administrative assistance in program management of the IDIS reporting requirements, including project set-up, voucher set-up, assist with voucher draw down, and project closeout in IDIS. Two key ingredients in this agreement, particularly since the CDBG job retention

program will be a first time experience for responsible city staff are found in Parts A and B of the Appendix: the Work Program. Activity set up in IDIS and digital file storage will be extremely helpful in managing the program for HUD and at project closeout. General consultation with staff on this CDBG program will help accelerate the ability of staff to deliver the job retention program to the community. Staff will be responsible for individual contact, application completion, creating monitoring instruments for each applicant business (for low-moderate income job retention or creation) and for conducting final monitoring prior to project closeout.

Each individual business applicant represents a project set-up in IDIS. Capital assets will provide data entry while insuring that each applicant, with the information collected by staff, is compliant with HUD standards. Capital assets will shepherd that work up until closeout, where a closeout profile will need to be created and approved through the IDIS system before the project is completed. Staff will complete that final step.

The City advertised for consultants through the RFQ process on April 13. We posted it on our web site and through our network of planners and community development associates. We did receive two calls from out of state firms, but no responses other than Capital Assets.

We have had a working relationship with Capital Assets. HUD provided a technical assistance contract through Capital Assets to assist us in correcting some IDIS system entry errors, while also helping us streamline our program offerings, both from a regulatory and technology perspective. They know our system, permitting an easy transition to assist us in getting this program on the streets as soon as possible.

With a recent retirement and staff opening, this program will also permit us to train our own staff on IDIS and CDBG program management with an in-house trainer. This will prove very valuable in preparing for delivering the owner occupied 2-4 unit housing program in the fall. It will assist us in complying with HUD regulations in an efficient manner.

Staff Recommendation:

Staff recommend approval of the contract.

Recommended Motion: To authorize the City Manager to enter into a contract with Capital Assets for \$26,000 for administration of the IDIS portion of the CDBG Job Retention program.

AGREEMENT FOR CONSULTANT SERVICES
Between
CITY OF BIDDEFORD, MAINE
and
CAPITAL ACCESS, INC.

This Consulting Services Agreement executed on the **8th** day of **June, 2020**, by and between **City of Biddeford, Maine**, a municipal corporation in the State of Biddeford, Maine ("City") AND **Capital Access, Inc.**, a Pennsylvania Sub-Chapter S Corporation, or its successors in interest ("Consultant") entails the following:

WHEREAS, the City is an entitlement community that serves as a grantee receiving Community Development Block Grant (CDBG) funding each year from the U. S. Department of Housing and Urban Development ("HUD");

WHEREAS, the City has developed a vision and program design for Biddeford Job Retention Grant (JRG) which incorporates funding programs for small business assistance, public health and community services as part of an integrated response to the COVID-19 crisis;

WHEREAS, the City has developed a vision for the Biddeford Job Retention Grant program that will provide small businesses and microenterprises for working capital needed to stay open and/or be positioned to re-open upon notice from government authorities of relaxed social distancing requirements.as part of an integrated response to the COVID-19 crisis;

WHEREAS, the Biddeford Job Retention Grant program will be funded through a combination of CDBG, CDBG-CV and various City funds;

WHEREAS, City seeks to engage Consultant to provide professional services to assist with the compliance, project and financial management aspects of the administration of the Job Retention Grant program and other economic, public services, housing and community development grants that may arise over the term of this Agreement;

WHEREAS, the Consultant agrees to provide such Consulting Services pursuant to the terms and conditions contained herein;

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

I. SCOPE OF WORK

- A. Consultant will complete the Scope of Services and Deliverables for grants management services as detailed in Appendix #1 to this Agreement;
- B. Consultant will utilize the Capital Access Projects and Grants Management Services (“CAPGMS”) tools, reports and support as the platform for the grants management services delivery for the economic development assistance programs and other programs as directed by City;
- C. Consultant is available to provide grants management services for similar public services, housing and community development grant funds from other sources as directed by City;

II. COMPENSATION AND EXPENSES

- A. City shall pay Consultant fee upon completion of Tasks and/or Deliverables and hourly rates and unit-based pricing as detailed in Appendix #1;
- B. At the beginning of each year Consultant shall prepare a Task Order that provides a scope of work and budget for Administration and Project Delivery tasks planned for the coming year for City review and approval;
- C. With the approved Task Order and any interim amendments therein, Consultant shall submit monthly invoices based on time and materials based on hourly rates for scope of work Appendix #1.
- D. For all HUD Grants and any new similar grant programs administered by City during the contract term, Consultant shall submit monthly invoices based on below-listed hourly rates for time and materials work and/or unit-based pricing for project related work as specified in Appendix #1.

III. TERM

The Effective Date of this Agreement is **June 8, 2020**. The period of this Agreement shall be from the Effective Date until **December 31, 2021**. City reserves the option to renew this Agreement. City will amend this Agreement with the terms and conditions for extension of this Agreement.

IV. SUPERVISION AND COORDINATION

The Consultant shall report to the Director of Housing and Community Development Department (HCD) as directed coordinate with the City Manager and his designees.

V. STAFF ASSIGNED TO PROJECT

- A. Jeremy Newberg and Dayatra Coles will serve as Senior Relationship Managers for this Agreement.
- B. From time to time Consultant may engage Subject Matter Experts and/or processing staff to support high quality delivery of professional services called for in this Agreement. Consultant may deploy additional staff as needed. If engagement of SMEs or related professional service providers is for a scope of work beyond what is provided in this agreement, the Consultant will submit for a subsequent Task Order: Scope of Work, Budget and Production Schedule for City review and approval.

VI. CAPGMS TERMS AND CONDITIONS

As specified in Appendix #1, Consultant will provide and manage the Job Retention Grant Small Business Emergency Grant on CAPGMS which operates on the web-based Microsoft Office 365 platform. This will facilitate online applications, grant agreement execution and electronic payments while practicing social distancing. The follow terms and conditions apply to working in the CAPGMS environment:

- A. City owns their data housed in the CAPGMS Portal and with authorized usernames and passwords, has continuous access to the files on the City Portal Landing Page and Grant Expenditure Report;
- B. CAPGMS engages in regular back-up of City data on the system. However, City is advised to keep paper copies of documents uploaded into CAPGMS as risk of loss mitigation strategy.
- C. While under Agreement, Consultant maintains the CAPGMS system in the Office 365 environment. If and when the City decides to no longer engage Consultant, Consultant shall provide written instructions for how to maintain files in CAPGMS and training.
- D. Consultant will pay for the cost of Office 365 user licenses for up to seven (7) City staff. If City requires more Office 365 user licenses, then Consultant will pass on the costs to City for payment;
- E. File Upload Protocols
 - 1. City agrees to adhere to CAPGMS File Upload Protocols. CAPGMS will provide copy of File Upload Protocols and on-site training for City staff.
 - 1. Upload Protocols are subject to periodic revisions.
 - 2. Files uploaded to the City Portal Landing Page should be clean copy with limited hand written notations on them, other than the signature and date (represented in blue ink to distinguish it from a carbonized copy) as a pdf. In the event multiple copies of the same document is uploaded, they must be distinguished by a version number (i.e. v1 or v2) or as a 'draft' or 'final' within the naming convention.
- F. Security.
 - 1. CAPGMS operates on the Office 365 platform, which is a secure environment that conforms to the security standards for federal HUD Personal Identification Information (PII). Capital Access will continuously monitor for updates from HUD on how to optimize compliance HUD PII requirements.
 - 2. Capital Access will not share any information contained within CAPGMS with any third-party entity. The use of CAPGMS is proprietary to Capital Access and should not be shared with external individuals or entities. Doing so would be considered a breach of contract. Any inquiries or interest regarding the CAPGMS Systems and Tools should be directed to the Executive Manager or Senior Program Manager.

VII. DEFAULT AND TERMINATION

- A. If City has issues with performance of Consultant, City shall submit such issues in writing and provide at least thirty (30) calendar days for corrective actions to address City concerns;

- B. If City must terminate this Agreement due to factors beyond the quality of performance of Consultant, then City will provide thirty (30) calendar days' notice of cancellation of the Agreement and compensate Consultant for all fees and related expenses for work completed up to date of Agreement cancellation;
- C. In the event of any breach by either party of its obligations under this Agreement, the other party may serve notice of such breach on the breaching party and upon the breaching party's failure to adequately cure the same within thirty (30) calendar days after such notice, terminate this Agreement and it shall be entitled to pursue remedies available to it at law or in equity and to collect attorneys' fees in connection with pursuing such remedy.

VIII. INDEPENDENT CONSULTANT

- A. The Consultant affirms that it is acting as a free agent and independent consultant, holding itself out to the General Public for other work or contracts as it sees fit, and that this agreement is not exclusive.
- B. Consultant shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in the Agreement Documents, Consultant shall be solely responsible for the means, method, techniques, sequences, and procedures used by the Consultant in the full performance of this Agreement.
- C. In providing such services, neither Consultant nor Consultant's agents shall act as officers, employees, or agents of the City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Consultant or Consultant's agents any authority of any kind to bind City in any respect whatsoever.
- D. The Consultant will be responsible for all income tax withholdings, state and local taxes, assessments, including Social Security and Medicare payments, insurance, Worker's Compensation, retirement, wage/hour or leave benefits and other costs or obligations on the income received under this Agreement.

IX. PROPRIETARY RIGHTS

- A. City shall own all right, title and interest in such the Consultant's work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Consultant expressly acknowledges and agrees that its work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned by the City.
- B. Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects.

X. CONFIDENTIALITY

- A. Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including materials expressly designated or marked as confidential ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed

by the recipient; (ii) information in the public domain through no wrongful act of the party, (iii) information received by a party from a third party who was free to disclose it or (iv) information required to be disclosed under the Freedom of Information Act or Biddeford, Maine's Public Records Law.

- B. **Covenant Not to Disclose.** Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation.
- C. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend. All such work products; and all contract related data, will be held in strict confidence, except as otherwise agreed in writing.

XI. INSURANCE

- A. Consultant will procure and maintain, for the term of this Agreement, the following insurance:
 - 1. Worker's Compensation insurance in full compliance with all applicable State and Federal laws and Employer's Liability insurance against loss, damage or injury to Consultant's employees of not less than \$500,000 per occurrence.
 - 2. Commercial general liability insurance with limits:
 - a. no less than \$1,000,000 in general aggregate if aggregate applies per policy or
 - b. no less than \$1,000,000 in general aggregate if aggregate applies per project;
 - 3. Automobile insurance no less than \$500,000 for any owned, non-owned or hired automobiles.
 - 4. The Consultant shall procure and maintain fidelity insurance covering all officers, employees, and agents of the Consultant authorized to handle funds received or disbursed under this Agreement in an amount not less than the funding provided through this Agreement.
- B. Consultant shall furnish Certificates of Insurance to City when this Agreement is executed. The Certificates will provide for thirty (30) calendar days' written notice to City prior to cancellation or material modification of the insurance.

XII. ASSIGNMENT OF AGREEMENT

Neither party shall assign this Agreement or any part thereof without written consent of the other party.

XIII. NOTICES

All notices, demands and communications hereunder shall be in writing and may be served or delivered personally upon the party for whom it is intended, or mailed to the party for whom it is intended at the address and to the attention of the officer set forth on the signature page of this Agreement. The address of a party may be changed by notice given pursuant to this section.

XIV. INDEMNIFICATION.

- A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its agents and employees, from and against claims, damages, losses and expenses, including but not limited to reasonable attorney's fees and costs incurred, arising out of or resulting from performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Consultant, anyone directly or indirectly employed by Consultant or anyone for whose acts it may be liable. Consultant shall not be responsible, however, for indemnifying or holding City harmless from and against claims, damages, losses and expenses caused in whole or part by City's negligence or intentional misconduct. It is specifically understood and agreed that in no case shall Consultant be required to pay an amount disproportional to its culpability.
- B. To the fullest extent permitted by law, City shall indemnify and hold harmless Consultant, its Agents and employees, from and against claims, damages, losses and expenses, including but not limited to reasonable attorney's fees and costs incurred, arising out of or resulting from City's activities and decisions in carrying out the Services, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of City, anyone directly or indirectly employed by City or anyone for whose acts it may be liable. City shall not be responsible, however, for indemnifying or holding Consultant harmless from and against claims, damages, losses and expenses caused in whole or part by Consultant's negligence or intentional misconduct. It is specifically understood and agreed that in no case shall City be required to pay an amount disproportional to its culpability.

XV. DISPUTE RESOLUTION

- A. In the unlikely event of a dispute under this Agreement and between the parties hereto, the parties agree to try to resolve their differences through negotiation.
- B. If the parties are unable to resolve their differences through negotiation, they agree to use mediation before resorting to litigation.
- C. The mediator will be one mutually agreed upon and the costs will be shared equally.
- D. If there is litigation the prevailing party will be entitled to reimbursement of reasonable attorneys' fees and costs of the litigation.
- E. Notwithstanding any Biddeford, Maine conflict of laws provisions to the contrary, this Agreement shall be governed by and construed in accordance with the laws of the State of Biddeford, Maine.

XVI. NONDISCRIMINATION

Consultant agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, civil union status, mental retardation or physical disability,

unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Biddeford, Maine;

To the extent that the Agreement has employees which will be engaged in the performance of the Services Consultant agrees and warrants that in the performance of this Agreement such Consultant will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Biddeford, Maine, and that employees are treated when employed without regard to their sexual orientation.

XVII. DRUG FREE WORKPLACE

The Consultant is responsible for providing a drug-free workplace for its employees by establishing an on-going drug-free awareness program to inform employees about: the dangers of drug abuse in the workplace; the City's policy of maintaining a drug-free workplace; making available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

XVIII. TRAVEL

Consultant shall obtain written approval from the City for any travel related to completion of the scope of services in this Agreement.

XIX. WARRANTY OF AUTHORITY

Each party represents to the other that such has authority under all applicable laws to enter into an agreement containing each covenants and provisions as are contained herein, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed this Agreement on behalf of each party are authorized and empowered to execute said Agreement.

XX. RETENTION OF RECORDS AND RIGHT TO AUDIT

- A. The Consultant shall retain all records and accounts related to this Agreement for inspection, review, or audit by the City for a minimum of three (3) years from the date of termination of this Agreement. Such review shall be during the regular working hours of the Consultant following reasonable notice.
- B. Upon request, the Consultant shall transfer copies of these records and accounts to the custody of the City in order to ensure their accountability for such a period. Records that relate to any litigation, appeals, or settlement of claims arising from this Agreement shall be maintained and made available until final disposition has been made of such litigation, appeals, or claims.
- C. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by Consultant under this Agreement are and shall remain the property of the City; and Consultant disclaims any copyright in such materials. All such materials shall be promptly delivered into City possession by Consultant upon completion, termination, or cancellation of this Agreement.

XXI. PUBLIC RECORDS

- A. Biddeford, Maine has a very broad public records law and certain records of the Consultant may be subject to the Biddeford, Maine Public Records Act (Chapter 119, Biddeford, Maine Statutes). By entering into this Agreement with the City, the Consultant acknowledges that it will comply with this section and that failure by Consultant to comply with this section is a breach of this Agreement and the City may pursue all available remedies. A request to inspect or copy any public records, as defined in Section 119.011(12), Biddeford, Maine Statutes, relating to this Agreement must be made directly to the City. If the City does not possess the requested public records, the City shall immediately notify the Consultant of the request and the Consultant shall, within a reasonable duration of time, either provide the records to the City or allow the records to be inspected or copied. In addition, the Consultant shall:
1. Keep and maintain all public records required by the City to perform the service;
 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law;
 3. Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following termination of this Agreement if the Consultant does not transfer the records to the City; and
 4. Upon termination of this Agreement, transfer to the City at no cost to the City all public records in possession of the Consultant or keep and maintain the public records required by the City to perform the service. If the Consultant transfers all public records to the City upon termination of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- B. If the Consultant keeps and maintains public records upon termination of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, BIDDEFORD, MAINE STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Mathew Eddy
Planning and Development Director
P.O. Box 586, 205 Main Street, Biddeford, Maine 04005
Cell: 207-837-8244, Office: 207-284-9115
Mathew.Eddy@Biddefordmaine.org

XXII. AMENDMENT AND WAIVER

- A. This Agreement may only be amended in writing signed by all the parties.
- B. The City or the Consultant may, from time to time, request changes in the scope and schedule of services to be performed under this Agreement. Changes in line item budgeted amounts are permissible upon the prior written approval of the City Manager or designee. However, any increase or decrease in the total amount of funding or any other change shall be negotiated by the City and the Consultant, and if mutually agreeable, shall be incorporated in written amendments to this Agreement.
- C. No course of dealing shall be deemed a waiver of rights or a modification of this Agreement. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right. No waiver of a provision of this Agreement shall apply to any other portion of this Agreement. A waiver on one occasion shall not be deemed to be a waiver on other occasions.
- D. Nothing in this Agreement shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Biddeford, Maine Statutes.

XXIII. COMPLIANCE WITH LAW

The Consultant shall comply with all applicable laws, orders, and regulations of the Federal, State and local governments as they pertain to this Agreement. The Agency is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the services outlined in this Agreement. If the Consultant is not familiar with state and local laws, ordinances, code rules and regulations, the Agency, nonetheless, remains liable for any violation and all subsequent damages or fines.

XXIV. SEVERABILITY

If any term or provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the extent they can be given meaning to effectuate the purpose and performance of this Agreement.

XXV. ENTIRE AGREEMENT

This instrument contains the entire Agreement between the parties. No statement, promises or inducements made by any party hereto or agent of either party hereto which is not contained in this written agreement, shall be valid or binding. This Agreement shall not be modified except in writing and signed by both parties.

XXVI. REPRESENTATIONS AND WARRANTIES.

Consultant represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:

- A. Consultant represents that it has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement. Any licensing requirements shall stay current throughout the Term of this Agreement;

- B. Consultant represents that it can commence the Services promptly upon start date and will complete the Services in a timely manner on a schedule to be approved by the City;
- C. Consultant represents that it is financially stable and has adequate resources and personnel to commence and complete the Services required in a timely fashion;
- D. Consultant will make all affirmative efforts to deliver services within the scope, terms and conditions of the Agreement that are in compliance with HUD grant program rules and federal cross cutting regulations. If a compliance issue should arise Consultant shall work closely with City to develop and execute a plan to resolve and/or remedy such issues as they may arise;
- E. Consultant's performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not violate any treaties, laws, codes, rules, regulations, or contractual obligations with third parties, and is an enforceable obligation of the Consultant;
- F. Consultant is aware of the conflict of interest laws of the United States and of the State of Biddeford, Maine and agrees to fully comply in all respects with the terms of said laws and any amendments thereto. Consultant hereby declares and certifies that to their knowledge, Consultant has no vested interest which might be considered a conflict of interest due to any other client, or property interest. Consultant represents that they will not represent any client that is a named participant in litigation with the City without prior consent of the City.
- G. Consultant represents that neither it, nor any of its officers, directors, owners, employees or permitted subcontractors, have committed a criminal violation of or are under indictment of a federal or state law arising either directly or indirectly from its business operations or reflects on its business integrity or honesty that resulted or may result in the imposition of a monetary fine, injunction, criminal conviction or other penal sanction, and further represents that the Consultant, its officers, directors, owners, employees, agents and subcontractors shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Services under this Agreement.
- H. Consultant represents that it will perform the Services with the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Standard of Care").
- I. Consultant represents that it possesses all licenses, permits, certifications and/or accreditations that may be required to perform the Services required by this Agreement and will maintain current licenses during the Term of this Agreement.
- J. Consultant represents and warrants that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant; (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy, the City may terminate all or any part of this Agreement.

XXVII. RELATED ITEMS

Consulting Agreement: Job Retention Program

City of Biddeford, ME and Capital Access, Inc.

- A. During the time period of this Agreement, City grants Consultant exclusive right to perform any and all of the above listed services according to the above terms;
- B. For tax and reporting purposes:
 - 1. Employer Identification Number of Capital Access, Inc. is: 23-2942106
 - 2. Mailing address is 325 Chestnut Street, Suite 917, Philadelphia, PA 19106
 - 3. Data Universal Numbering System (DUNS) number is: 027678759;
- C. Agreement shall be governed by and construed in accordance with laws of State of Biddeford, Maine;
- D. City acknowledges and approves that Consultant may include general description of this engagement in its marketing materials. Consultant may use a portion of information derived from this engagement such as "Lessons Learned," in a trade journal or article and/or materials for training programs. Consultant will disclose appropriate credit of City in all written materials.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

CITY OF BIDDEFORD, MAINE

CAPITAL ACCESS, INC.



June 8, 2020

Signature

Date

Signature

Date

Jeremey Newberg,
Chief Executive Officer,
Capital Access, Inc.
325 Chestnut Street, Suite 917
Philadelphia, PA 19106

Appendix #1: – Scope of Work and Compensation Schedule

This Scope of Work and Budget is to assist Biddeford with the launch and operations of Job Retention Grant programs to help respond to the Coronavirus Crisis with the new allocation of CDBG-CV and PY 2020 and 2019 CDBG allocations and other funds allocated by City leadership. In addition to HUD grants such as CDBG, CDBG-CV and HOME, this Agreement covers grants management support services for other sources such as GCRA, EDID, TIG, general fund and other available funds ("Program Funds" hereafter).

Part A - Program Development relates to HUD CDBG compliance grants management and program design assistance which falls under the "**Administration**" cost category.

Part B - Program Operations and Support relates to the City's new Job Retention Grant Program which is part of City's small business COVID-19 emergency relief efforts for which consultant compensation can be paid from the "**Activity Delivery**" cost category. The Emergency Grant can be managed within the CAPGMS platform. Biddeford retains ownership of all documents on the CAPGMS system. Biddeford may pay for these services from CDBG, CDBG-CV, related City general funds and other to be identified sources.

For both Part A and Part B the fee shall not exceed \$26,000. Consultant will submit invoices based on time and materials according to its established HUD Technical Assistance hourly rates listed below.

A. Administration – Program Development

Part A - Program Development relates to HUD CDBG compliance grants management and program design assistance which falls under the "Administration" cost category. Based on the direction of Mathew Eddy, Planning and Development Director, services provided may include:

1. Quantify CDBG and Related City Funds Available for Deployment
2. CDBG Compliance Pathway for Job Retention Grant Response Activities
3. Action Plan Amendment (APA)
4. Citizen Participation Plan (CPP) and Virtual Public Hearing
5. Program Guidelines - update existing and develop for new
6. New or Updated Grant Agreements for New or Expanded Job Retention Grant Programs
7. Financial Management.
8. Web-Based System: Digital File Cabinet, Work Plan, Production and Expenditure Reporting.
9. Job Retention Grant Work Plan, Production Schedule and Expenditure Tracking & Reporting.

B. Activity Delivery – Program Operations and Support

Part B - Program Operations and Support relates to the new **Job Retention Grant program** for which consultant compensation can be paid from the "Activity Delivery" cost category. The Emergency Grant will be managed within the Capital Access Project and Grants Management (CAPGMS) platform. City staff will have 24/7 access to all files. Biddeford retains ownership of all documents on the CAPGMS system. Biddeford may pay for these services from CDBG, CDBG-CV and related City general funds.

1. Customized CAPGMS Program Management Platform
2. Biddeford Staff Orientation & Training

3. Application Reviews & Grant Processing
4. CAPGMS Program Quality Control & Reporting

C. Logistics

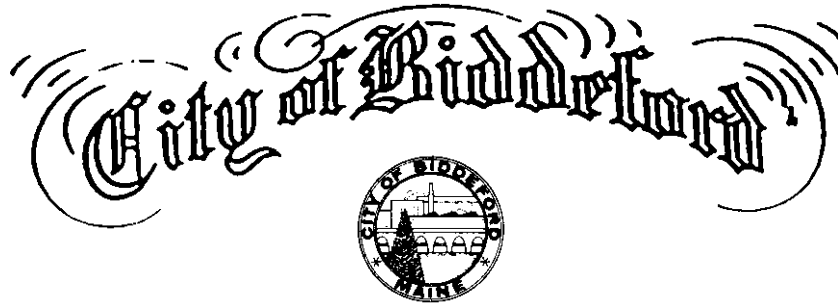
1. Scope of Work does not include grant closeout services. However, CAPGMS will complete an end of grant review and file clean-up;
2. All communications with applicants and grantees will be conducted via electronic mail. This scope and budget does not include any on-site and/or in person meetings and/or paper based mailings.
3. Consultant will provide technical assistance to Client staff on how best to comply with HUD rules and regulations for each of the administrative and project management functions listed above.
4. Client shall provide Consultant with Username and Password to IDIS.
 - a. Consultant will use such access to review data.
 - b. The only time the Consultant shall make IDIS data entries on behalf of the Client is either on-site or during a web meeting where there is a shared screen and either the Director or Director of Housing and Community Development has reviewed and approved subject data entry to IDIS.

Appendix #2: Hourly Rates and Staff

All proposed hourly rates are fully loaded to include fee, overhead, travel and related expenses.

Capital Access Positions / Roles	Hourly Rate
Executive Manager, Senior Consultant	\$196.89
Senior Consultant SME	\$178.51
Consultant Quality Control Manager	\$157.50

Consultant	Role
Jeremey Newberg	Executive Manager , Program Design, Underwriting, Grants Management ▪ Coordination with Client to identify needs and determine optimal approach ▪ Respond and strategize with Management to address any issues and concerns posed by Client's Executive Administration ▪ Direct staff on strategies to address issues and deliver exemplary service ▪ Frequently communicate with Client to review progress for quality control
Dayatra Coles	Senior Program Manager and SME – CDBG, HOME, NSP and IDIS production, compliance and financial management ▪ Lead Relationship Manager ▪ Policy, underwriting, compliance and/or financial management and reporting ▪ Deputy to CEO for TA and deliverables that satisfy Client requirements ▪ Assist in coordination with Client, community, sub-recipients, and elected officials ▪ Lead for Quality Control ▪ Assist in the set-up and input of data within the HUD IDIS management platform ▪ Analyze and reconcile issues in IDIS
Arshad Bacchus	Quality Control Manager – Verification and Quality Control Reviews, Grant Agreement Generation, Payment Support and End to End File Reviews.



2020.49

IN BOARD OF CITY COUNCIL...JUNE 16, 2020

BE IT ORDERED, that the City Council of the City of Biddeford does hereby forward a zoning request for South Street Village to the Planning Board, providing review, a public hearing and recommendations back to the City Council.

NOTE: Consideration for waiving the 30-day period is requested.



Biddeford City Council

Meeting Date: June 8, 2020

Meeting Time: 6:00

Agenda Item No:

Item Description: South Street Village RE-Zoning Proposal-Recommendation to Planning Board

Submitted by: Mathew Eddy, Director of Planning and Development

Greg Tansley, City Planner

Supporting Information/Documentation:

- Attached zoning proposal and project description: *Rezoning Overview: Village Mixed Use Zone*

Key Terms:

- Village Mixed Use Zone (VMUZ): new zoning district proposed by the developer.
- Rural Farm (RF) and Suburban Residential (SR1): existing zoning districts for the subject property
- Mobil Home Parks Overlay District (MHP): Mobile Home Park overlay district permitted on approximately half of the subject property.
- Stream Protection District (SP): The protection district around the Thatcher Brook, on the subject property.
- Net Residential Density: the density of housing units per acre when calculating for existing zoning density while subtracting out undevelopable land, land in the RP district, stream protection zones, or other shoreland protection zone, and land required for right of ways.

Executive Summary:

The South Street Village (SSV) LLC requests a zoning change to permit the development of a mixed-use project on property totaling 300+/- acres. Chico Potvin, Matthew Chamberlain and Paul Vose own SSV LLC. Mitch Razor of MRLD Landscape Architecture + urbanism has developed this land use proposal.

The property's address is 413 South Street (Tax Map 7-8), connecting to South Street and extending in towards Andrews Road. The recent Maine Water expansion abuts the property to the north, I-95 to the south.

In considering the development of this district, there exist a number of other opportunities:

- In conjunction with City, Maine Water land, and privately held land, the opportunity to preserve for conservation/recreation purposes over 400 additional acres +/- for the community and connecting them with this development.

- Protection and mitigation planning for the area around and between Thatcher Brook and Swan Pond Stream, including a rare Maple Swamp, an area deeryard, and the development of more than 400 acres of connecting trails remain a possibility.
- In conjunction with the Turnpike Authority, incorporate new interchange connections to reduce the pressure on the existing entry/exit.
- In conjunction with interchange options, facilitate connections between South Street and Route 111 and Andrews Road.

The zoning request is to establish a new Village Mixed Use (VMU) Zone. The new zone would replace the underlying SR1 and RF districts, but keep the Stream Protection and MHP districts. Over half of this property is eligible for Mobile Home Park development, with a 12,500-s.f. lot minimum requirement. This district would create a new overlay permitting a variety of uses (residential and commercial) organized in a master planning or planned unit development format for the entire property.

Detailed Review:

The development team, SSV, purchased the property for development purposes in August, of 2017. The team has been working with the City as it reviewed various development options. Concurrently, the Turnpike Authority has been studying various options for Exit 32 modification. That report is due in late June 2020 (shortly). The Authority and developers have been in discussion as well.

SSV hired a professional planner to develop a zoning ordinance option that would permit them to develop the land in the manner of a “New England Village”. In the attachment, the developer’s Planner lays out the zoning that permits the present development options for the property and then lays out a VMU option as part of the rezoning package:

The applicant envisions this parcel as transitional area, creating a gradient of development from the more regional commercial character to the south and more village scaled neighborhood character to the north and South Street. This contextual approach to zoning and master planning the property is responsive to future opportunities while protecting and enhancing existing neighborhood and environmental resources.

To achieve the “village” nature desired in the project, the developers are asking for a recalculation in density. SSV conducted a net residential density assessment of the property, comparing existing zoning standards to their proposed density. The proposal would raise net residential density in the area from 491 units to 566 units (section 7 of the proposal).

The application proposes to relax traditional dimension standards to create a more village feel. Those reductions include reducing lot sizes to 10,000 s.f. and reducing frontage, front, rear and side yard requirements (see Section 11 of the attachment). They also establish a maximum footprint in their mixed uses of 30,000 Square Feet to maintain village scale. The proposal may have application to the rest of the Andrews Road area as well; the Planning Board can address that topic during their review.

The proposed master plan is in Section 12:

The master plan envisions a New England type Village Center as mixed-use village-scale resource for the site and the greater community. The Village Center will be a welcoming “front porch” and interface with the community. Required minimum and maximum front setbacks will ensure that on-site parking is placed to the rear of buildings, ideally located over individual or shared septic fields. Sidewalks, on-street parking, and the placement of buildings addressing street will create a safe and inviting pedestrian environment.

With reductions in setbacks and densities, the goal is to create a unique mixture of uses and housing alternatives that is walkable, interconnected, but also capped at a local scale. Opportunities for recreation and connectivity to a large natural resource area, some of it ideal for permanent preservation, are available. Transportation connections, via changes in the Exit 32 interchange and connections between South Street and Andrews Road/Route 111 may provide important bypasses that reduce stress on the City’s existing transportation system.

Funding Source:

N/A

Staff Recommendation

Send to the Planning Board for public hearing and recommendations.

Motion: To forward this zoning request to the Planning Board, providing review, a public hearing, and recommendations back to City Council.

Consideration for waiving the 30 period is requested.

Rezoning Overview

Village Mixed Use Zone
City of Biddeford, Maine



Applicant

South Street Village, LLC
8 June 2020

Proposed Village Mixed Use Zone (VMU) Zoning Request

1. Overview

South Street Village, LLC is requesting a zone change for a 330 +/- acre parcel of land noted by the City of Biddeford as Parcel 8 on Tax Map 7. See Figures 1 and 2.

This parcel is identified as the location of a proposed Maine Turnpike spur at Exit 32, which will improve safety exiting southbound as well as improve local/regional connectivity for all modes of travel between South Street and Route 111.

This parcel has been identified as a growth area on the in-progress Future Land Use Map as part of the City of Biddeford Comprehensive Plan Update process.

Biddeford is continuing to see commercial growth at Exit 32 / Biddeford Crossing / Route 111. The applicant envisions this parcel as transitional area, creating a gradient of development from the more regional commercial character to the south and more village scaled neighborhood character to the north and South Street. This contextual approach to zoning and master planning the property is responsive to future opportunities while protecting and enhancing existing neighborhood and environmental resources.

The two primary reasons for the zone change request are:

1. Allow single-family, two-family, and multi-family homes as well as other proposed uses at the State minimum lot size using a lot size reduction variance. Net density will continue to be calculated per the existing standards of Article VI, Section 44. The applicant is not requesting a density increase beyond what is allowed in Article, VI, Section 44.

Manufactured home lots within the MHP Overlay Zone (one third of the site) are currently a minimum of 12,000 SF. The State allows a reduction in minimum lot size from 20,000 SF to 10,000 SF with a lot size reduction variance when the parcel is served by public water and meets the technical standards for on-site wastewater disposal.

2. Expand the range of allowable uses, anticipating a village mixed use neighborhood character that can be developed in logical and efficient phases responsive to environmental / cultural resources and market trends.

VMU Purpose Statement

The Village Mixed Use Zone allows for a range of compatible uses and a scale and pattern of development in keeping with historic Maine towns such as South Berwick, Cornish, Yarmouth, and Blue Hill.

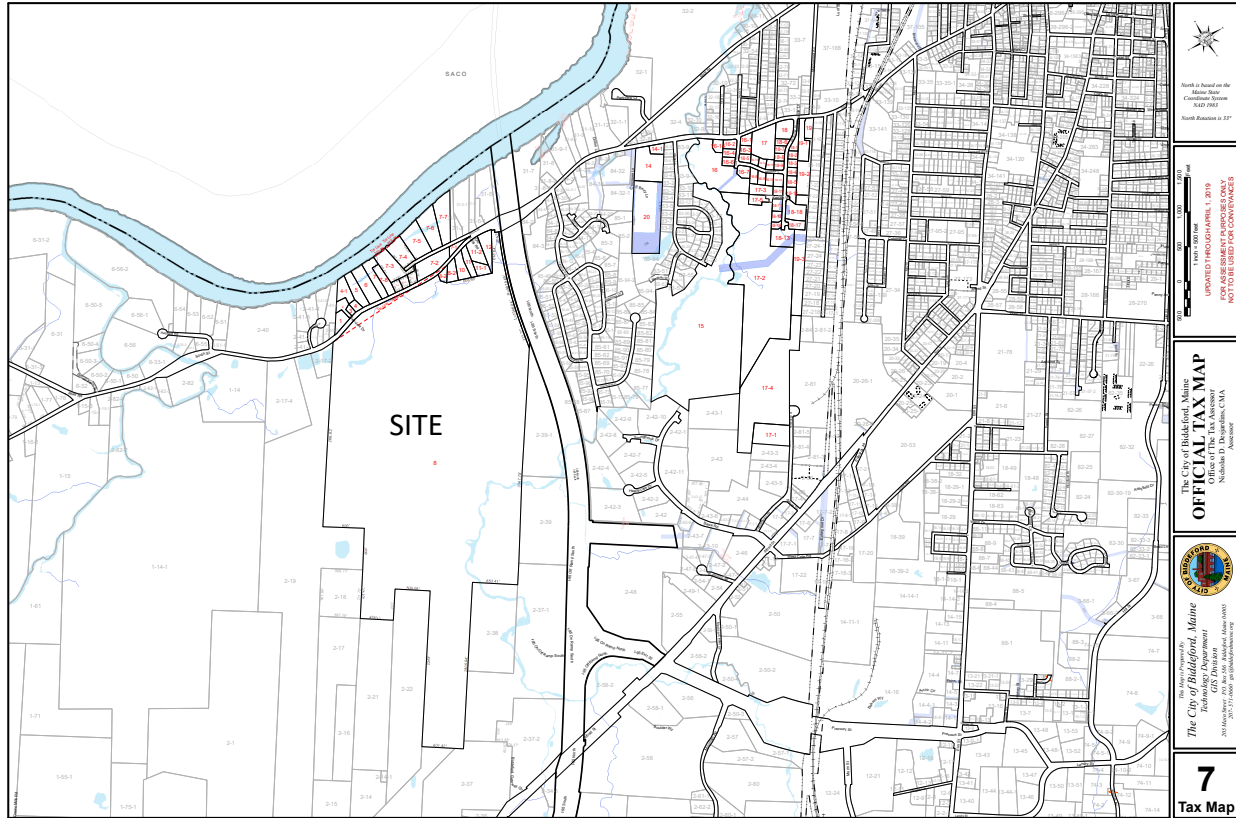


Figure 1: City of Biddeford Tax Map. Parcel 8, Tax Map 7.

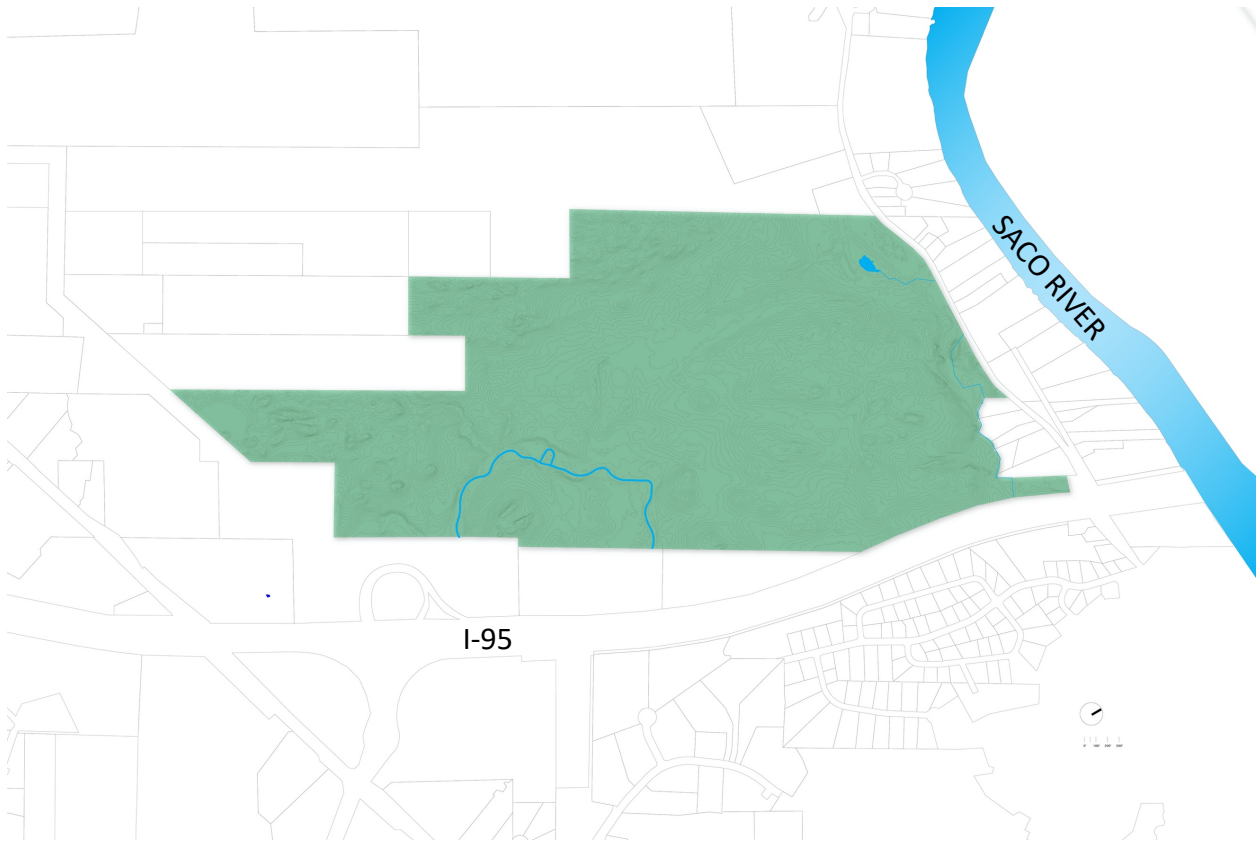


Figure 2: The 330 +/- Acre Parcel owned by South Street Village, LLC

3. Existing Zoning

The parcel is zoned Rural Farm (RF) with a band of Suburban Residential (SR1) running adjacent to South Street. Approximately one third of the site includes a Mobile Home Parks Overlay District (MHP). This district is located over the RF Zone. The site also includes a Stream Protection Overlay Zone (SP) for the portion of Thatcher Brook that crosses the eastern edge of the property. See Figure 3.

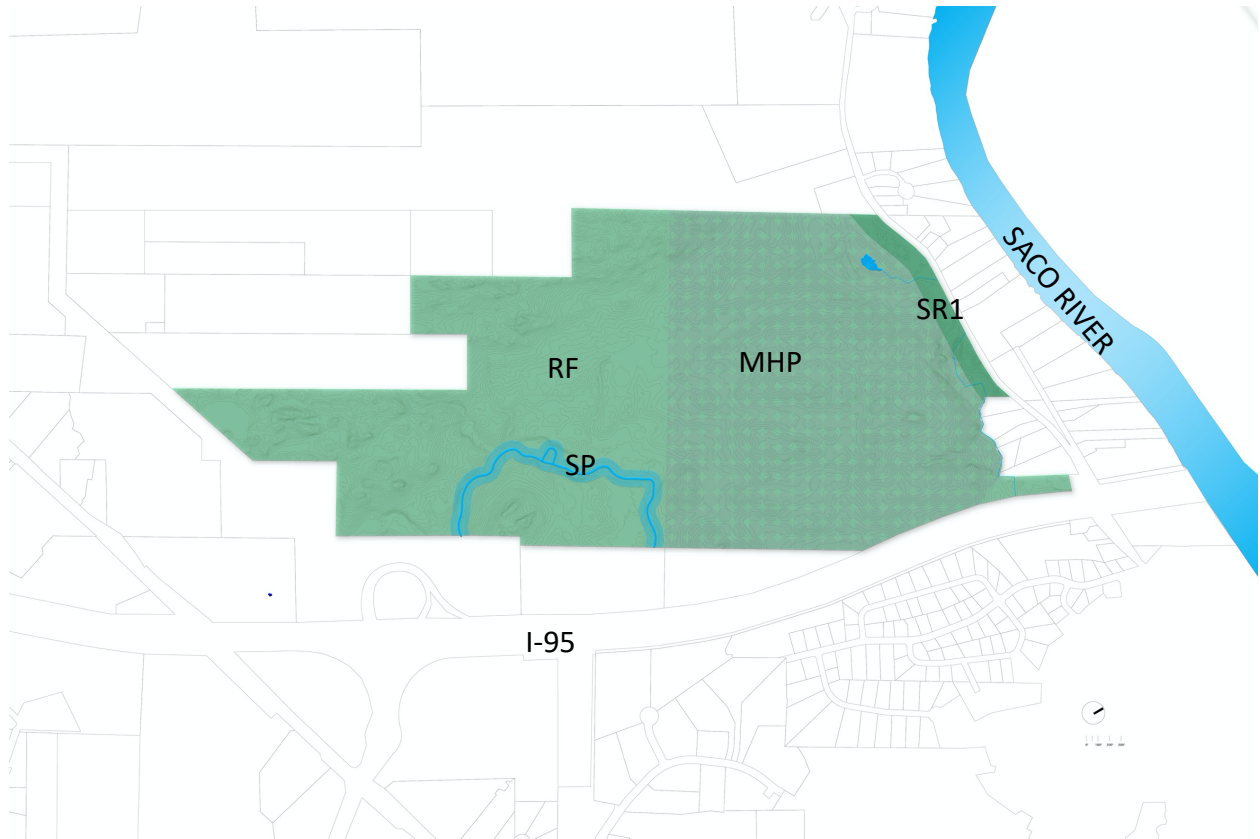


Figure 3: Existing Zoning

4. Existing Infrastructure

The site is served by public water. A single pole CMP line also crosses the site from the east to the west. The CMP line and the approximate location of the public water easement are noted on Figure 4.

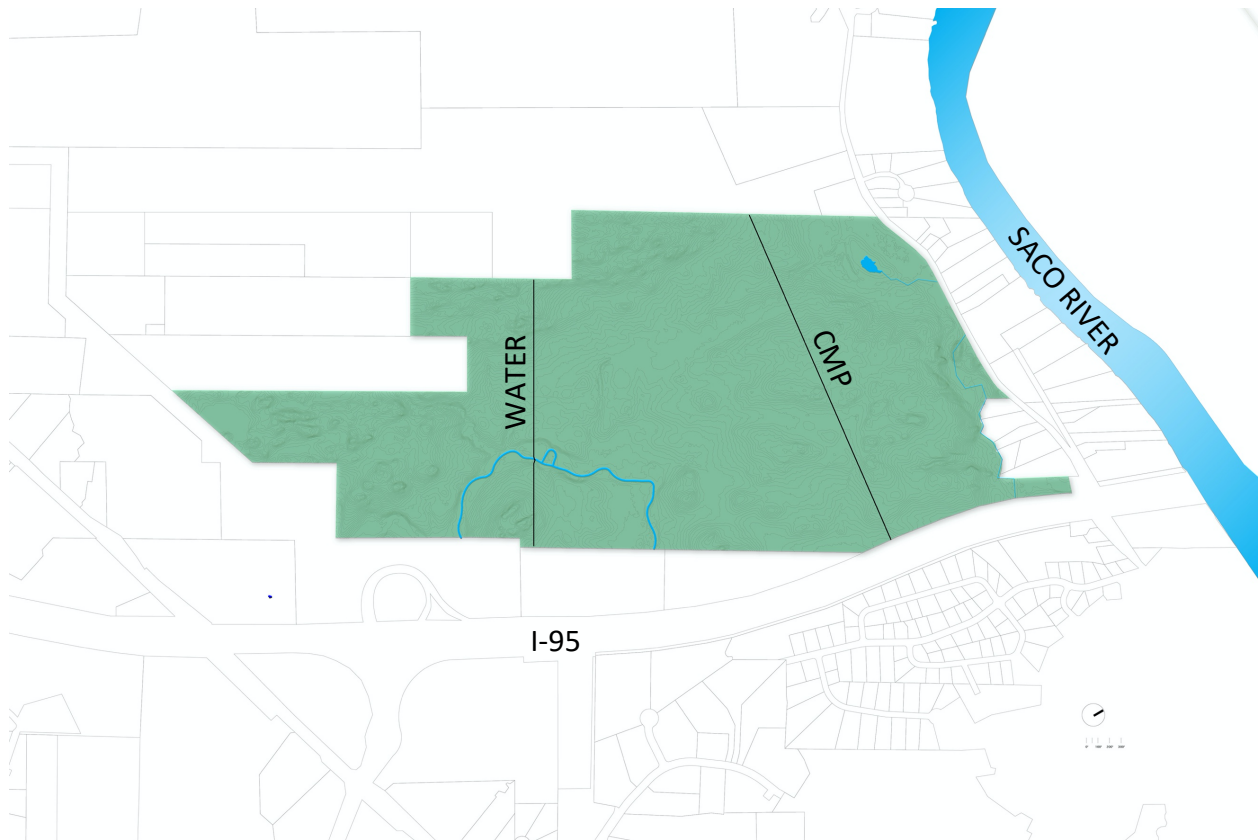


Figure 4: Existing Site Infrastructure Easements

5. Existing Environmental and Cultural Resources

Utilizing available State and City resources, two environmental resources and one cultural resource are noted on the site as depicted in Figure 5. Based on information from Maine Department of Inland Fisheries and Wildlife, there is a swath of deer yard running east to west and a mapped inland wading bird habitat of low value requiring no special permitting in the area of Thatcher Brook. A historic cemetery due south of South Street has been noted for preservation with required setbacks.

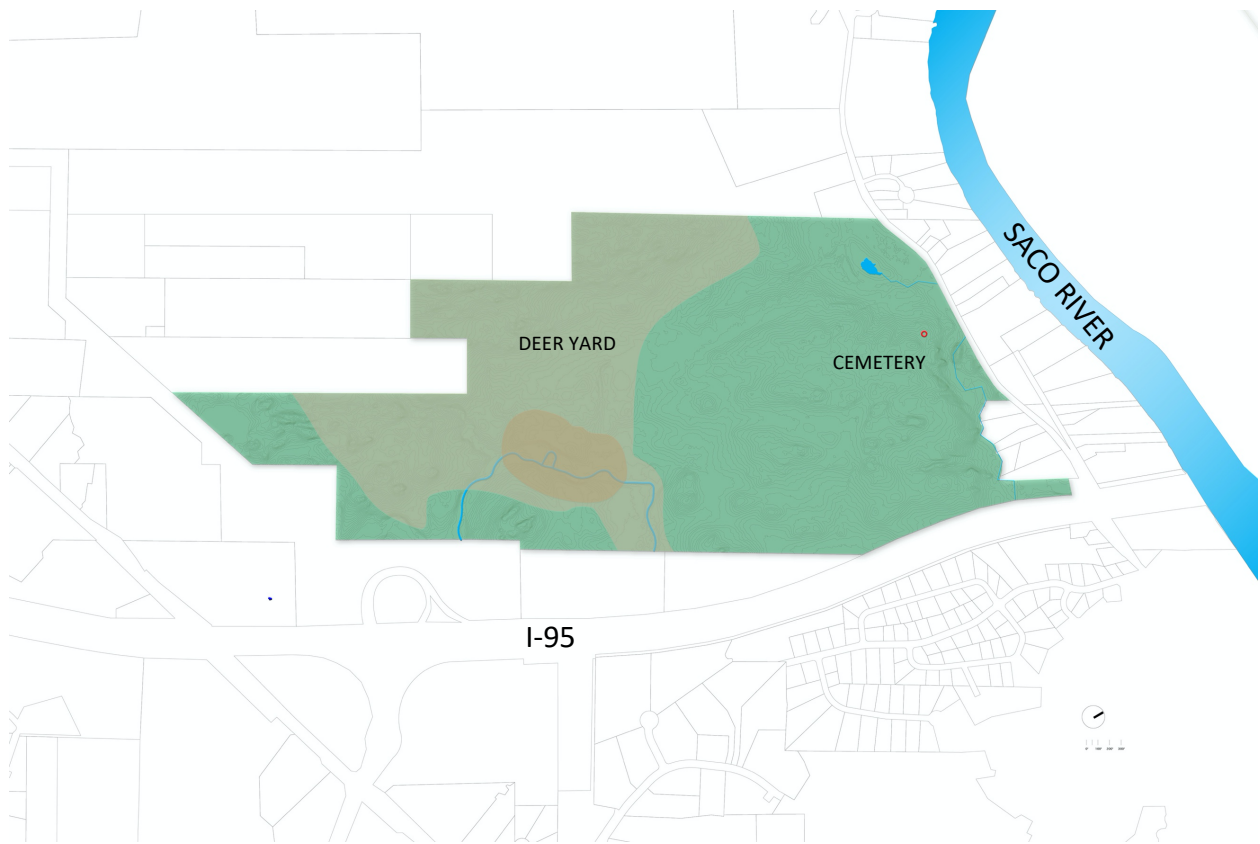


Figure 5: Existing Environmental and Cultural Resources. Credit: Inland Fisheries and Wildlife.

6. Proposed Village Mixed Use Zoning

The proposed Village Mixed Use Zone (VMU) will comprise the entire parcel, however the existing MHP and SP Overlay Zones will remain as noted on Figure 6. The applicant is not asking for a density increase as part of the zone change, but that single-family, two-family, multi-family homes, and other compatible uses be located on more village scaled neighborhood lots at 10,000 SF minimum. Current zoning and public water allow for 12,000 SF lots within the MHP and 20,000 SF lots on the remaining lands.

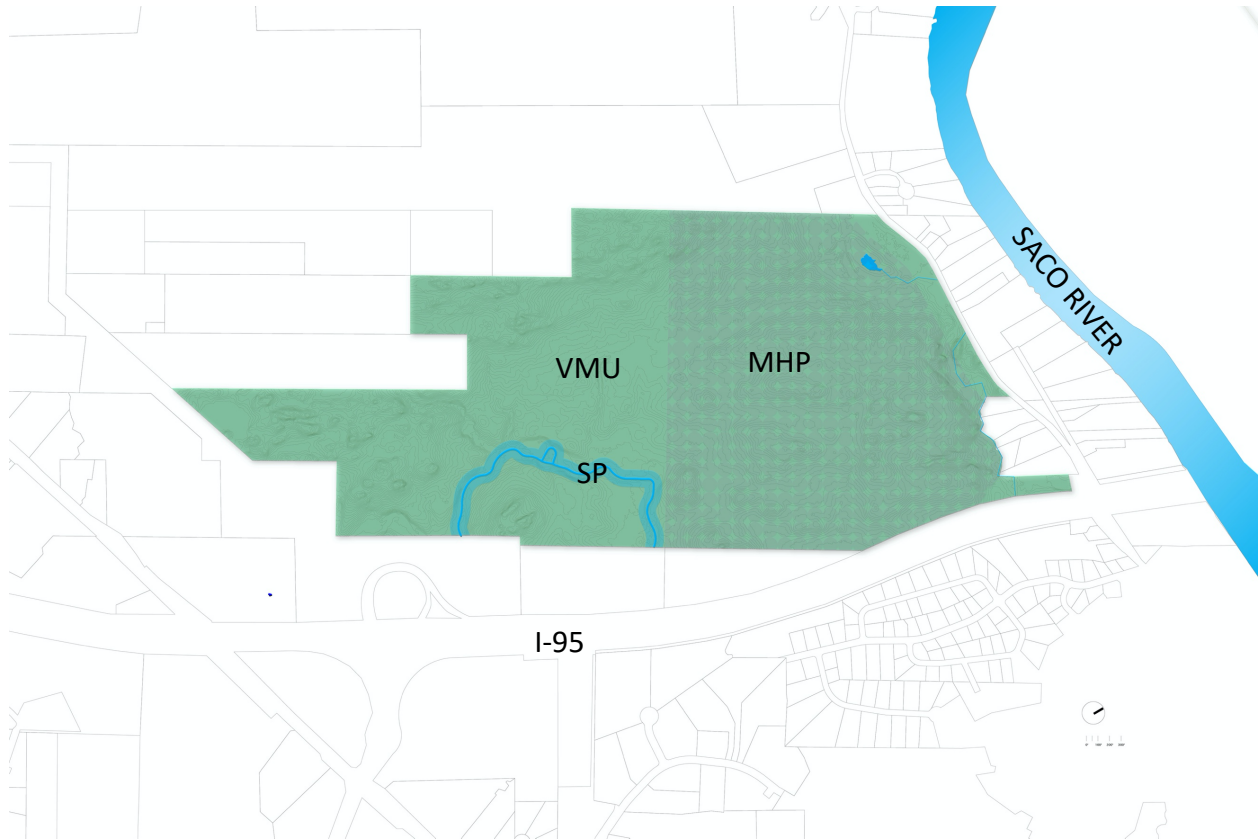


Figure 6: The Proposed Village Mixed-Use Zone with SP and MHP Overlay Zones

7. Existing Zoning Net Residential Density

Net Density was calculated using the standards in Article VI, Section 44. Per this section, the existing NRA for the parcel is 490 units as noted on Table 1.

Existing Net Residential Area Calculation				
	SR-1	MHP	RF	SP
Total Area	345205	7074615	5534153	579056
A.1 Portions of the lot shown to be within the 100 year floodplain as identified by the Federal Flood Boundary & Floodway Maps or FIRM.	0	0	0	See A.6
A.2 Undevelopable Land				
A.2 Somewhat Poorly Drained Soils (50%)	65801	0	0	0
50% of above:	32900.5	0	0	0
A.2 Poorly & Very Poorly Drained	207190	0	1175450	0
A.2 Slopes Greater than 33%	0	0	0	0
A.3 Rights of Ways	17800	0	200000	0
A.4 Surface Waters	0	0	0	
A.5 Soils in the rural farm zone identified by the soils conservation servcie as being of statewide significance, as prime agricultural soils, and/or as unique soils.	0	0	1503689	0
A.6 Land within RP District	0	0	0	579056
A.7 Land within the RF zone within the prescribed setback within the Shoreland Zone.	0	0	0	0
A.8 Unreclaimed Gravel Pits	0	0	0	0
Total Deductions	257890.5	0	2879139	579056
Net Residential Area	87315	7074615	2655014	0
Minimum Land Area Per Dwelling Unit	20000	20000	20000	0
Net Residential Density	4.37	353.73	132.75	0
Total Units	490.85			

Table 1: Existing Net Density Calculations Per Article VI, Section 44.

8. Proposed Zoning Net Residential Density

Proposed net density was calculated using the standards per Article VI, Section 44. The site is proposed to be rezoned from RF to VMU, therefore the density calculation slightly increases from 490 to 566 units. See Table 4.

Proposed Net Residential Area Calculation			
	VMU	MHP	SP
Total Area	5879358	7074615	579056
A.1 Portions of the lot shown to be within the 100 year floodplain as identified by the Federal Flood Boundary & Floodway Maps or FIRM.	0	0	See A.6
A.2 Undevelopable Land			
A.2 Somewhat Poorly Drained Soils (50%)	65801	0	0
50% of above:	32900.5	0	0
A.2 Poorly & Very Poorly Drained	1382640	0	0
A.2 Slopes Greater than 33%	0	0	0
A.3 Rights of Ways	217800	0	0
A.4 Surface Waters	0	0	
A.5 Soils in the rural farm zone identified by the soils conservation servcie as being of statewide significance, as prime agricultural soils, and/or as unique soils.	0	0	0
A.6 Land within RP District	0	0	579056
A.7 Land within the RF zone within the prescribed setback within the Shoreland Zone.	0	0	0
A.8 Unreclaimed Gravel Pits	0	0	0
Total Deductions	1633340.5	0	579056
Net Residential Area	4246018	7074615	0
Minimum Land Area Per Dwelling Unit	20000	20000	0
Net Residential Density	212.30	353.73	0
Total Units	566.03		

Table 4: Proposed Net Density Calculations Per Article VI, Section 44.

9. Existing and Proposed Uses

Uses for the site, specifically in the RF, SR1, and MHP Zones are noted below on Table 2. A column for the proposed uses in the VMU Zone has been added to the right side of existing Table A.

ESTABLISHMENT OF ZONES

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]

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 ^a	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	
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						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	
Commercial uses:																							
Adult business	3								C17														
Amusement center*	5							C	C												C		C
Art gallery			C												C	C				C	P	C	P
Art studio			C												C	C				C	P	P	P
Auto body shops										C		C											
Automobile graveyard, automobile recycling business, junkyard*	7									C							C						
Automobile repair, sales									P	P		C											C
Boat building, repair, marine services, sales, boat livery, marina, yacht club								P	P			C	P	P	P						C		

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Table 2: Existing and Proposed Uses

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Table 2: Existing and Proposed Uses

ESTABLISHMENT OF ZONES

	Article VI Section ^a	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
Air transportation dependent use*										C	C												
Airport	4									C	C												
Bulk oil terminal*	41									C													
Contractor's storage yard										C	C					C	C						
Demolition disposal*	23																C						
Experimental research and testing laboratory	29								C	C	C	C						C	C19				C
Light manufacturing*	41								C	P	P	P											P
Light trucking dependent industry*	41								C	P	P	C											P
Manufacturing*	41									C	C	C											P
Planned unit developments*	73									C	C	C											C
Resource recovery facility																							
Recycling facilities	76									C	C												
Redemption centers									C	P							P						C
Storage of bulk gaseous fuels*	41									P	P	P											
Transportation facilities										P		C14	P		P								P
Trucking, distribution terminal*									C	P	P	C											
Warehousing and storage*	60								P	P	P	A											C
Self-storage facilities*	60							C16	C25, 26	P		C									C	C	C
Educational, institutional public uses:																							
Addiction treatment facility 22																		C					
Church, synagogue*		C	C	C	C	C	C		C							C		C			C	C	C
Civic, convention centers								C	C			C									C		C
Community centers, clubs						C	C	C	C			C									C	C	C
Day-care center, adult	22	C	C	C	C	C	C	C	P	P	P	P				C		C			C	C	C
Day-care home, adult	22	C	C	C	C	C	C		C					C	C	C	C	C			C	C	C
Day-care home, children's	22	C	C	C	C	C	C		C							C	C	C				C	C
Day-care center, children's	22	C	C	C	C	C	C	C	C	C	C	C				C		C			C	C	C
Essential services	27	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Fire, police station						C	C	P	P			P				C				C19	P	C	
Group homes, hospice	19	C	C	C	C	P	P	P	P							C					C	C	P
Hospital*	39																	P					P
Municipal use	47.1	C	C	C	C	C	C	P	P	P	P	P	P	P	P	C	C	P		C	P	C	P
Museum, library			C					P	P			C				C		P	C19		P	C	P
Nursing home*	39	C				P	P									C		C			C	C	C
Public and private schools*	53			C	C	P	P		C							P		C			C	C	C
Public facility		C	C	C	C	C	C	P	P	C	C	P	C	C		C	C	C	C	C	P	C	P

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BIDDEFORD CODE

PROPOSED
VMU

	Article VI Section ^a	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
Rehabilitation facility																		P					C
University/college*		C	C									C				C		C	P		C		P
University uses*		C										C				C		C	P		C		P
Water supply system	27	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Outdoor, resource-based uses:																							
Agriculture*	3, 31															P							
Agricultural products processing and storage*	3, 31									P						P							
Animal breeding or care	42															P							
Campground*	13															C							
Cemetery	14.1	C	C	C	C	C	C									P	C		C19				
Extractive industry*	30								P2	P2						P2	P2						
Farm stands* 13	31															P							
Timber harvesting	64		C													P	P		C19				
Golf course excluding miniature golf		P	P	P	P											P							
Parks and recreation*		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P19		P	P	P

Solar Farms

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:

1. Multifamily use shall not exceed 10 units per structure.
2. Requires Planning Board approval.
3. Accessory structures shall be limited to:

(a) Private detached garages for the storage of no more than three automobiles.

(b) Private greenhouses less than 200 square feet in floor area.

(c) Private swimming pools.

(d) Storage sheds, provided that they are uninhabitable and less than 200 square feet in area.

(e) Decks, porches, patios, gazebos, summerhouses, and other structures intended for outdoor use, provided they are uninhabitable.
4. No closer than 1,000 feet to another similar facility.
5. (Reserved)
6. (Reserved)
7. 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:

(a) 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;

(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;
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;
- V Attachment 1:4
- 03 - 01 - 2019
- Table 2: Existing and Proposed Uses
- 77

ESTABLISHMENT OF ZONES

- 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. All medical marijuana dispensaries and growing facilities shall be governed by and subject to the Maine Department of Health and Human Services, Division of Licensing and Regulatory Services, 10-144 CMR Chapter 122 (as amended).
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. Minimum lot size waivers shall be granted to uses in the VMU per applicable State of Maine regulations.

10. Existing Zoning Dimensional Standards

Dimensional standards for the site are noted below on Table 3.

ESTABLISHMENT OF ZONES

V Attachment 2

City of Biddeford

Table B

Dimensional Requirements

[Amended 4-16-2013 by Ord. No. 2013.24; 1-16-2018 by Ord. No. 2018.2; 10-2-2018 by Ord. No. 2018.110; 11-8-2018 by Ord. No. 2018.123]

Zoning District	Minimum Lot Size, Square Feet Per Unit A				Frontage			Minimum Setback, Feet**				Maximum Heights+	
	Water and Sewer	Water, No Sewer	Sewer, No Water	Neither Water Nor Sewer	Water and Sewer	Water or Sewer	Neither Water Nor Sewer	From Major R.O.W.	From Other R.O.W.	Side	Rear	Stories	Feet
SR-1	15,000 C	20,000 C	20,000 C	40,000 C	100	100	200	40	25	10	10	3	35
CR	See Table C below				150	150	150	40	25	25	25	3	35
R-1-A, single-family	10,000	20,000	10,000	20,000	100	100	100	40	25	10	10	3	35
R-1-B, single-family	5,000	20,000	5,000	20,000	50	50	50	25	10	5	5	3	35
R-2	4,500	N/A	N/A	N/A	45	N/A	N/A	25	15	5	5	3	35
R-3, single-family	10,000	20,000	20,000	40,000	100	120	200	40	25	10	10	3	35
R-3, duplex	7,500	30,000	N/A	N/A	120	120	120	40	25	15	15	3	35
R-3, multifamily	15,000 1st 2 units then 6,000/unit D	N/A	N/A	N/A	150	N/A	N/A	40	40	25	25	3	35
R-3, all other	10,000	N/A	N/A	N/A	100	120	200	40	25	10	10	3	35
B-1 O	1,000	N/A	N/A	N/A	None	N/A	N/A	10	10	10	10	6	60
B-2 O	10,000 J	20,000	20,000	40,000	150	150	150	30	25	10	10	3	35
I-1 O	None	None	None	N/A	50	50	N/A	40 S	30 S	25 E, S	25 E,S	6	60

V Attachment 2:1

03 - 01 - 2019

Table 3: Existing Dimensional Standards Table

BIDDEFORD CODE

Zoning District	Minimum Lot Size, Square Feet Per Unit A				Frontage			Minimum Setback, Feet**				Maximum Heights+	
	Water and Sewer	Water, No Sewer	Sewer, No Water	Neither Water Nor Sewer	Water and Sewer	Water or Sewer	Neither Water Nor Sewer	From Major R.O.W.	From Other R.O.W	Side	Rear	Stories	Feet
I-2 O	None	None	None	N/A	50	50	N/A	40 S	30 S	25 E, S	25 E, S	6	60
I-3 O	None	None	None	N/A	50	50	N/A	40 S	30 S	25 E, S	25 E, S	6	60
W-1	15,000 C	20,000 C	20,000 C	40,000 C	100	100	100	40	25	25	25	3	35
W-2	7,000	N/A	N/A	N/A	50	50	50	0	0	10	10	3	35
R-F, single-family M	20,000	20,000	20,000	40,000	120	120	200	40 H	25 H	25	25	3	35
R-F, duplex M	20,000	20,000	20,000	40,000	120	120	200	40 H	25 H	25	25	3	35
R-F, all other	40,000	40,000	40,000	40,000	200	200	200	40 H	25 H	25	25	3	35
Medical	10,000	10,000	10,000	10,000	100	100	100	40	40	25	25	6	60 K
LR-F	80,000	80,000	80,000 *N	80,000 *N	100	100	100	40	30	25	25	6	60
Institutional	See Note P				See Note P			See Note P				See Note P	
OR	See Note Q				See Note Q			See Note Q				See Note Q	
MSRD-1	None	N/A	N/A	N/A	None	None	None	None	None	None	None	Min. 2 stories or 26 feet; Max. 60 feet	
MSRD-2	2,000	N/A	N/A	N/A	50	N/A	N/A	15 R	15 R	10	10	3	35
MSRD-3	None	N/A	N/A	N/A	None	None	None	None	None	None	None	Min. 2 stories or 26 feet	

V Attachment 2:2

03 - 01 - 2019

Table 3 Continued: Existing Zoning Dimensional Standards Table

ESTABLISHMENT OF ZONES

NOTES for Table B:

N/A: Not allowed.

- * A new structure may be permitted to be built with less than the required setback, provided that the following are met:
 - 1. The setback will be equal to the average front yard setback of the existing houses on the immediately adjacent lots; and
 - 2. The setback shall be at least 15 feet; and
 - 3. These provisions shall apply only along existing residential streets which were developed prior to the enactment of the present front yard setback requirements.
- ** The Building Inspector may allow a lessening of setback requirement for access structures, as necessary, to facilitate reasonable handicapped accessibility. This provision shall apply to existing structures only. Any access structure built under this provision shall be temporary to facilitate the handicapped or disabled occupant and shall be removed when no longer needed.
- + Maximum height is exclusive of chimneys, antennae, and roof-mounted, building-integrated, building-mounted or architectural wind systems when attached to a structure. Chimneys and antennae shall not be higher than 12 feet above the structure. Roof-mounted, building-integrated, building-mounted or architectural wind systems shall not be higher than 15 feet above the maximum allowed building height in the zone.
- A. Minimum land area per dwelling unit.
- B. (Reserved)
- C. Applies only to dwelling units. All other uses shall have a minimum of 10,000 square feet.
- D. (Reserved)
- E. All buildings and structures shall be set back at least 50 feet from any zone in which residential dwellings are an allowed use, except as otherwise provided in this table.
- F. (Reserved)
- G. (Reserved)
- H. Roadside stands may be 10 feet from the major access road.
- I. This is the density limit for the expansion of existing residential dwelling units.
- J. Applies to all uses.
- K. Hospital height limit shall be 110 feet.
- L. Does not apply to cluster development.
- M. The number of accessory structures shall meet setback requirements; and shall be limited to no more than three per lot; and shall not exceed the height of the primary structure; and any plumbing, if necessary, shall be limited to a utility sink. Structures associated with bona fide working agricultural uses are not subject to these limits.
- N. Any use not serviced by a public water supply must show evidence that it is serviced by a potable water supply meeting minimum state standards for safe drinking water.
- O. Any residential structures in existence prior to December 20, 1990, may be expanded or added to as long as they meet minimum setbacks (from major access, 40 feet; from other streets, 25 feet; from side and rear property lines, 10 feet).

V Attachment 2:3

03 - 01 - 2019

Table 3 Continued: Existing Zoning Dimensional Standards Table

BIDDEFORD CODE

- P. The location of new or expanded buildings and structures including the replacement of existing buildings in the Institutional Zone shall conform to the approved Institutional Master Plan and the following dimensional standards:
1. *Maximum height.* The maximum height of buildings in the Institutional Zone shall be 35 feet, 50 feet, or 65 feet depending upon in which building height subdistrict the building is located. The building height subdistricts and maximum building heights are shown on the Institutional Zone Subdistrict Map dated September 6, 2001 and described in boundary descriptions prepared by an independent registered land surveyor licensed to practice in the State of Maine which are made a part of this ordinance.

Notwithstanding the maximum building height provision, the tallest point of any building or structure, including appurtenant structures, in the Institutional Zone shall not exceed 115 feet above sea level based upon the national geodetic vertical datum (NGVD), unless a higher elevation is mandated as part of a state or federal environmental approval or permit.
 2. *Minimum building setbacks from public streets.* All buildings in the Institutional Zone shall conform to the following minimum setbacks from public streets:
 - South side of Hills Beach Road from intersection with Old Pool Road east to a point 250 feet west of the zone boundary/property line: 25 feet.
 - South side of Hills Beach Road from a point 250 feet west of the zone boundary/property line east to the zone boundary: 50 feet with a provision that it can be reduced to 25 feet if replacement buildings at the housing park are located further from the wetland.
 - North side of Hills Beach Road from intersection with Old Pool Road east to the zone boundary: 50 feet.
 - Both sides of Hills Beach Road from intersection with Old Pool Road west to the zone boundary at Route 9: 50 feet with a provision that it can be reduced to 25 feet when a Hills Beach bypass is built that conforms to the following standards and is approved as part of the Institutional Master Plan.
 - Both sides of Old Pool Road: 50 feet.
 - Both sides of Pool Road (Route 9): 50 feet.
 - Both sides of Newtown Road: 40 feet.
 - Both sides of the Hills Beach bypass road when built: 50 feet.The reduced setback along the westerly portion of Hills Beach Road shall be effective only if a Hills Beach bypass road has been constructed that meets the following standards:
 - a. The road shall be designed and located to allow traffic to Hills Beach to travel directly from Route 9 to the approximate vicinity of the intersection of Old Pool Road and Hills Beach Road without using campus roads.
 - b. The intersection with Route 9 will be located at an appropriate location for this use.
 - c. The road shall be designed as a limited access facility with not more than one curb cut on each side providing campus access through internal campus streets. These curb cuts shall be in addition to any intersections with public streets or roads.
 - d. No buildings or parking lots shall have direct access to or from the bypass road.
 - e. A landscaped street buffer shall be established as provided for in Section 43 of Article VI.
 3. *Minimum building setback from the perimeter of the Institutional Zone.* All buildings shall be setback a minimum of 50 feet from the external boundary of the Institutional Zone where such zone boundary abuts a Suburban Residential (SR-1), Coastal Residential (CR), or Rural-Farm (R-F) Zone. The area along the zone boundary shall be maintained as a landscaped buffer in accordance with the provisions of Article VI, Section 12.
 4. *Maximum lot coverage.* The maximum lot coverage shall be as follows:
 - a. Within the area south of Route 9 and west of the Newtown Road: 10%.

Table 3 Continued: Existing Zoning Dimensional Standards Table

ESTABLISHMENT OF ZONES

- b. Within the area South of Route 9 and east of the Newtown Road: 30%.
- c. Within the area North of Route 9: No maximum except as provided for in 5, Restricted Development Areas.
- 5. *Restricted development areas.* Within the areas identified as “No Build Zones” on the Institutional Zone Subdistrict Map dated September 6, 2001, and described in boundary descriptions prepared by an independent registered land surveyor licensed to practice in the State of Maine which are made a part of this ordinance, the following additional requirements shall apply:
 - a. No new buildings, parking, roads, or access drives shall be constructed except for the construction of a Hills Beach bypass road and connections to the bypass road from existing public streets.
 - b. Existing buildings, parking, roads, and access drives may be maintained and may be improved with Planning Board approval but may not be relocated or expanded except as provided for in a.
 - c. The existing student housing park located on the south side of the Hills Beach Road may be replaced with new low-impact academic or support facilities. Low-impact is defined as meeting the following standards:
 - The replacement has been approved as part of the institutional master plan.
 - The total footprint area of all replacement buildings and structures shall not exceed 14,400 square feet.
 - The amount of nonvegetated area after redevelopment shall be not more than the amount of nonvegetated area existing at the time of adoption of this provision.
 - No buildings, structures, parking, or other impervious surfaces shall be located closer to any adjacent wetland or the external boundary of the Institutional Zone than the existing facilities being replaced and, where possible, the setback from wetlands shall be increased.
 - The architectural design of the low-impact academic or support facilities shall be compatible with the adjacent residential character, consistent with the approved University Master Plan Architectural Design Standards, and shall be limited to a maximum height of 35 feet.
 - The low-impact academic or support facilities shall have no greater impact on the adjacent wetlands, than did the development existing at the time of the approval of the 2003-2007 Master Plan (approved May 7, 2003), as demonstrated by a wetlands delineation plan and stormwater management plan submitted as part of the application for site plan approval.
 - The low-impact academic or support facilities shall have no greater light intrusion, noise or traffic impact (both vehicular and pedestrian) on adjacent residential properties, than did the development existing on the site at the time of the approval of the 2003-2007 Master Plan (approved May 7, 2003), as demonstrated by a noise mitigation plan and traffic study submitted as part of the application for site plan approval.
 - d. No new athletic fields or athletic facilities shall be constructed.
 - e. Existing athletic fields may be maintained and improved but may not be expanded. Improvements to the existing fields shall be limited to items such as fencing, buffering, portable grandstands, scoreboards, lighting, temporary rest room facilities, storage sheds with less than 300 square feet of floor area, and similar facilities.
 - f. The areas not currently used for athletic fields, parking or the student housing park shall be maintained as naturally vegetated areas and shall not be converted to lawns or other improved open space. Existing vegetation shall be maintained subject to sound management practices relative to cutting, thinning, pruning, and similar activities.

Table 3 Continued: Existing Zoning Dimensional Standards Table

BIDDEFORD CODE

- Q. Lots in existence prior to the effective date of this ordinance are regarded as existing lots of record. In many cases, minimum lot size, road frontage and setbacks are not consistent with current standards. It is the intent of this section that properties in the OR Zone for which non-residential conversion is proposed shall not be handicapped by the nonconforming nature of such a lot or structure. Therefore, existing lots or structures that are nonconforming under the provisions of, Article IV may be considered for conversion to nonresidential uses allowed in the OR Zone, provided that neither structure nor lot are made more nonconforming as a result of the conversion.
- The following minimum standards shall apply for newly created lots within the OR Zone
- 1. Minimum lot size: 10,000 square feet.
 - 2. Minimum frontage: 75 feet.
 - 3. Minimum setbacks:
 - Front: 10 feet.
 - Side: 10 feet.
 - Rear: 10 feet.
 - From other streets: 15 feet.
 - 4. Maximum setbacks: Front: 25 feet.
 - 5. Maximum height: 35 feet.
- R. The setback may be reduced to the average of the lots immediately adjacent to the lot, as determined by the Code Enforcement Officer.
- S. The Building Inspector may allow a lessening of setback requirements, to no less than 10 feet, for utility buildings and structures to facilitate utility infrastructure improvements. Any such buildings or structures built under this provision shall be removed when no longer used for such necessary utility infrastructure.

Table 3 Continued: Existing Zoning Dimensional Standards Table

11. Proposed Dimensional Standards

To foster village neighborhood character, protect environmental resources, and promote walkability, the following proposed dimensional standards are requested:

In the Proposed VMU Zone:

VMU Single Family (single-family includes accessory unit):

Minimum lot size with public water and lot size reduction variance: 10,000 SF

Minimum frontage: 50'

Minimum front setback: 0'

Maximum front setback: 15'

Minimum side setback: 10'

Minimum rear setback: 10'

VMU Duplex or Multi-Family:

Minimum lot size with public water and lot size reduction variance: 10,000 SF per dwelling unit

Minimum frontage: 50'

Minimum front setback: 0'

Maximum front setback: 15'

Minimum side setback: 10'

Minimum rear setback: 10'

Other Uses in the VMU Zone (including Mixed-Use Buildings)

Minimum lot size with public water and lot size reduction variance: 10,000 SF

Minimum frontage: 50'

Minimum front setback: 0'

Maximum front setback: 15'

Minimum side setback: 10'

Minimum rear setback: 10'

Note: when a commercial or mixed-use building (not including home occupations) is proposed adjacent to an existing single-family or duplex use (unless part of an approved phase of mixed-use development), a buffer per Article VI, Section 12 is required.

Building Footprint:

Maximum Building Footprint: 30,000 SF

Larger footprints are Conditional with Planning Board Review

Building Height:

Maximum Building Height: 45'

12. Proposed Master Plan Diagram

The Master Plan Diagram is informed by an analysis of zoning, environmental and cultural resources, site infrastructure, connectivity for all modes of travel, and greater contextual patterns of development and use.

The master plan envisions a New England type Village Center as mixed-use village-scale resource for the site and the greater community. The Village Center will be a welcoming “front porch” and interface with the community. Required minimum and maximum front setbacks will ensure that on-site parking is placed to the rear of buildings, ideally located over individual or shared septic fields. Sidewalks, on-street parking, and the placement of buildings addressing street will create a safe and inviting pedestrian environment.

Beyond the Village Center are a series of proposed residential neighborhoods responsive to environmental and cultural resources. It is envisioned that the duplexes and multi-family units will be located in proximity to the Village Center adding to the vitality, with single-family homes located further from the Village Center.

In anticipation of the proposed spur and improved site access, a commercial neighborhood is envisioned deeper in the parcel, furthest from South Street.

This overall pattern of development as depicted on Figure 7 creates a gradient of development responsive to the more commercial nature of development at Biddeford Crossing to the South and the more village and residential scale and character of development to the north along South Street.

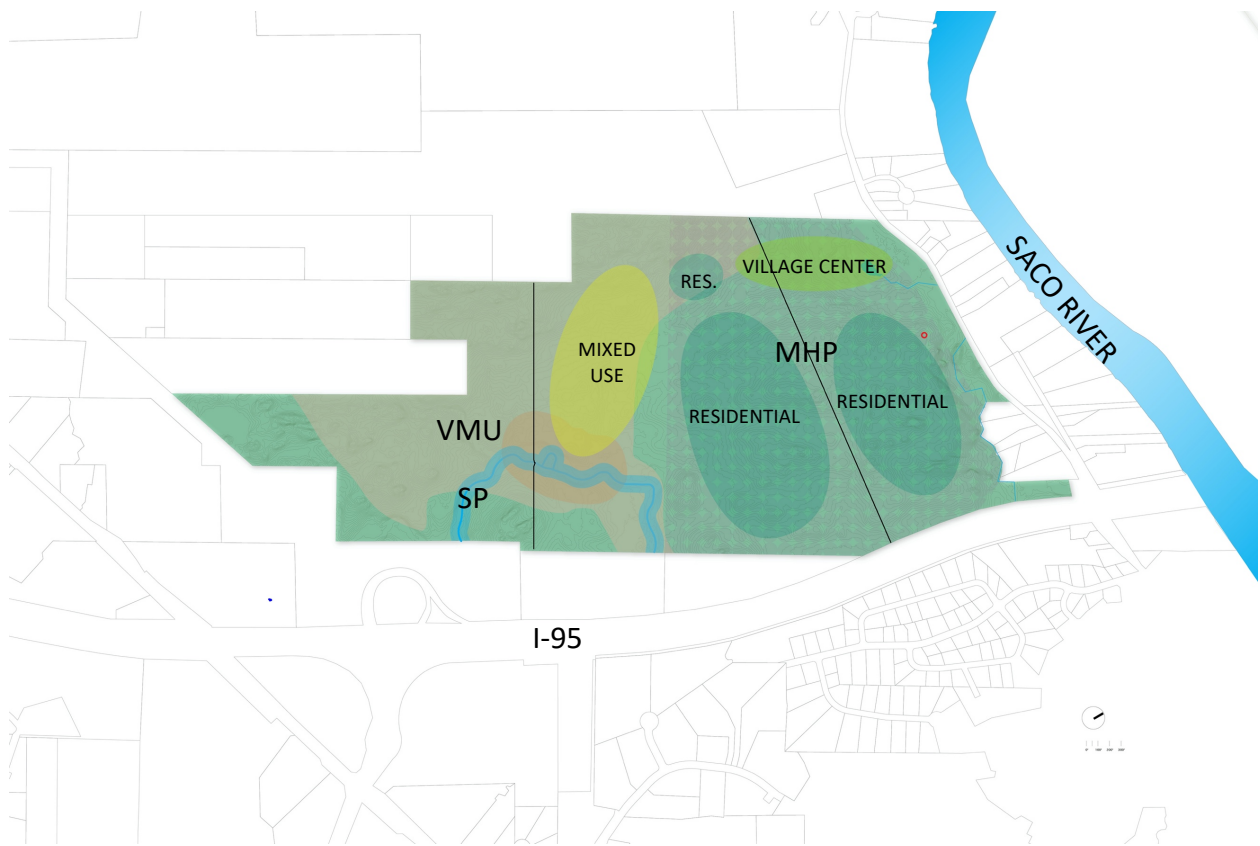


Figure 7: Proposed Zoning with Neighborhood Areas Diagram

13. Proposed Infrastructure, Streets, and Connectivity

The proposed VMU Zone will be served by public water and on-site or shared wastewater disposal systems. By utilizing lot size reduction variances, lots may be reduced from 20,000 SF to 10,000 SF. This will enable more village like neighborhoods responsive to environmental resources and served by more efficient site infrastructures.

The proposed VMU Zone is to be served by a hierarchy of street types, including the proposed spur, the primary access off of South Street serving Maine Water, and interior streets with a high degree of connectivity encouraging all modes of travel as well as improved accessibility for fire and rescue. To calm traffic and minimize pervious surface, on-street parking and narrower travel lanes will be utilized in the village center and residential neighborhoods with approval from the Planning Board, Staff, and Fire and Rescue. Due to the nature of the environmental and cultural resources and existing utility easements, open space and trail networks will be inherently integral to the phased development of the parcel. See Figure 8 below.

Street designs, stormwater management, and the overall subdivision of the parcel into lots will be approved following City and DEP review procedures in a phased manner responsive to opportunities such as the proposed spur and in the intended character of neighborhoods, be they residential, mixed-use, or commercial.

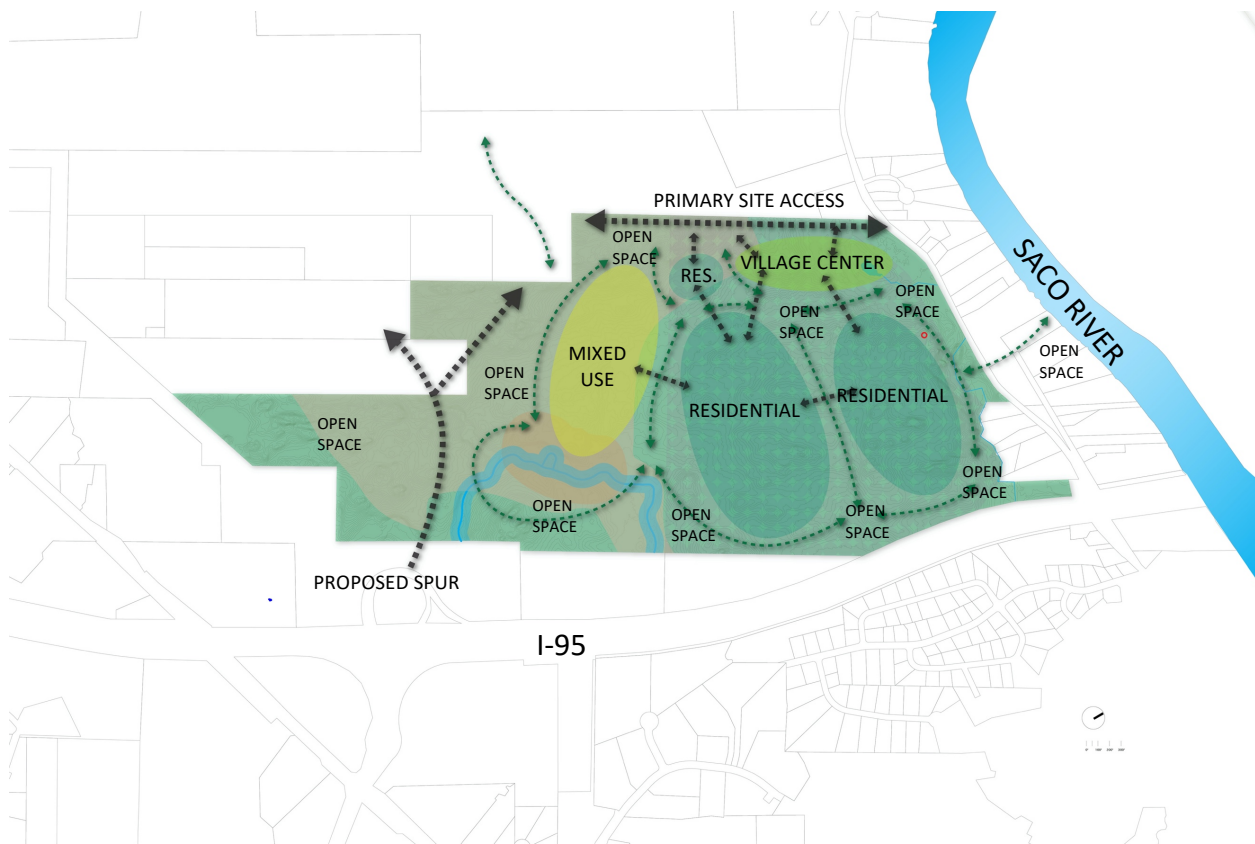


Figure 8: Master Plan Connectivity and Open Space Diagram for the Proposed Village Mixed Use Zone

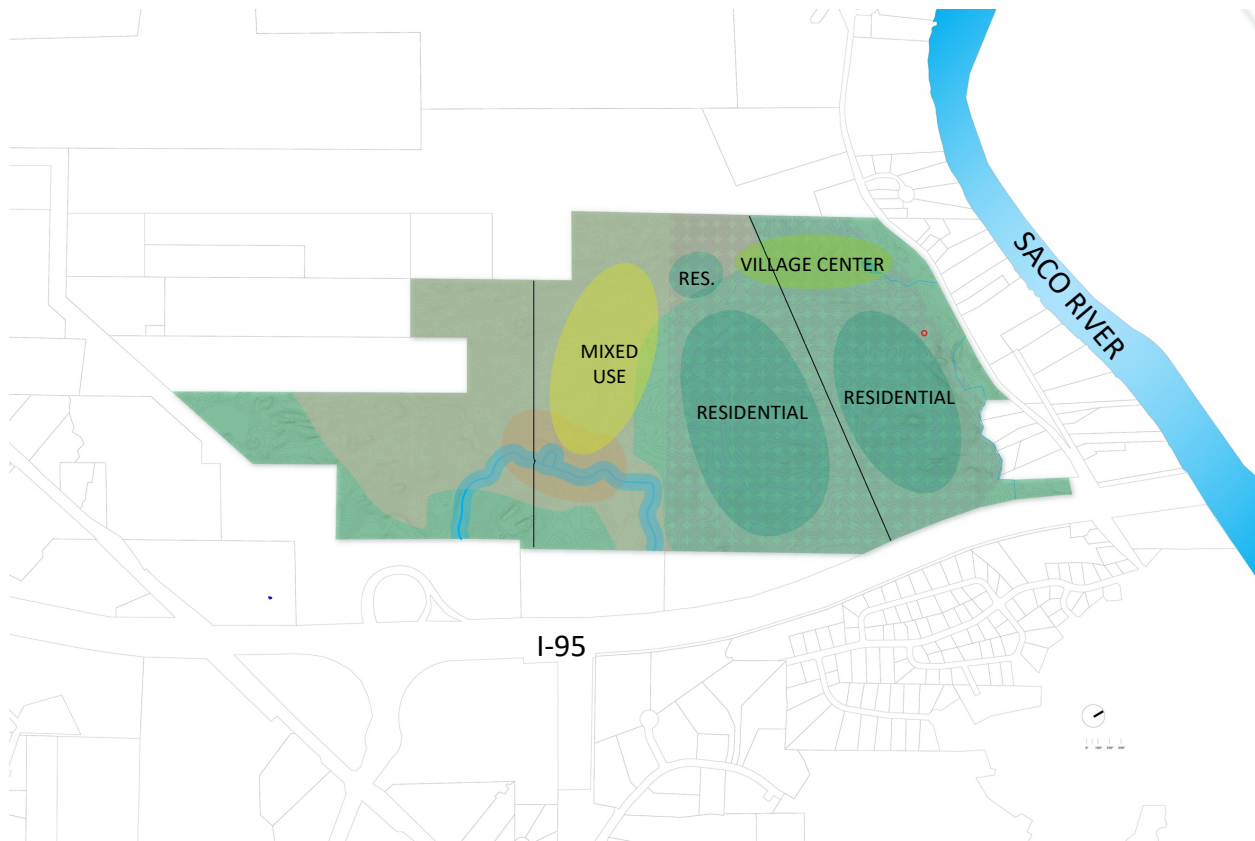


Figure 9: Proposed Zoning with Neighborhood Areas Diagram, Environmental and Cultural Resources, and Existing Infrastructure

14. Relationship to Comprehensive Plan and Open Space

The requested zone change is consistent with the Comprehensive Planning process and assists with implementing the work in progress Future Land Use Map.

The VMU Zone is envisioned as the western edge of the future growth area as noted on Figure 10 below. Trailheads with small parking areas serving both South Street Village and the open space to the west will be located off of Andrews Road and the primary access street off of South Street.

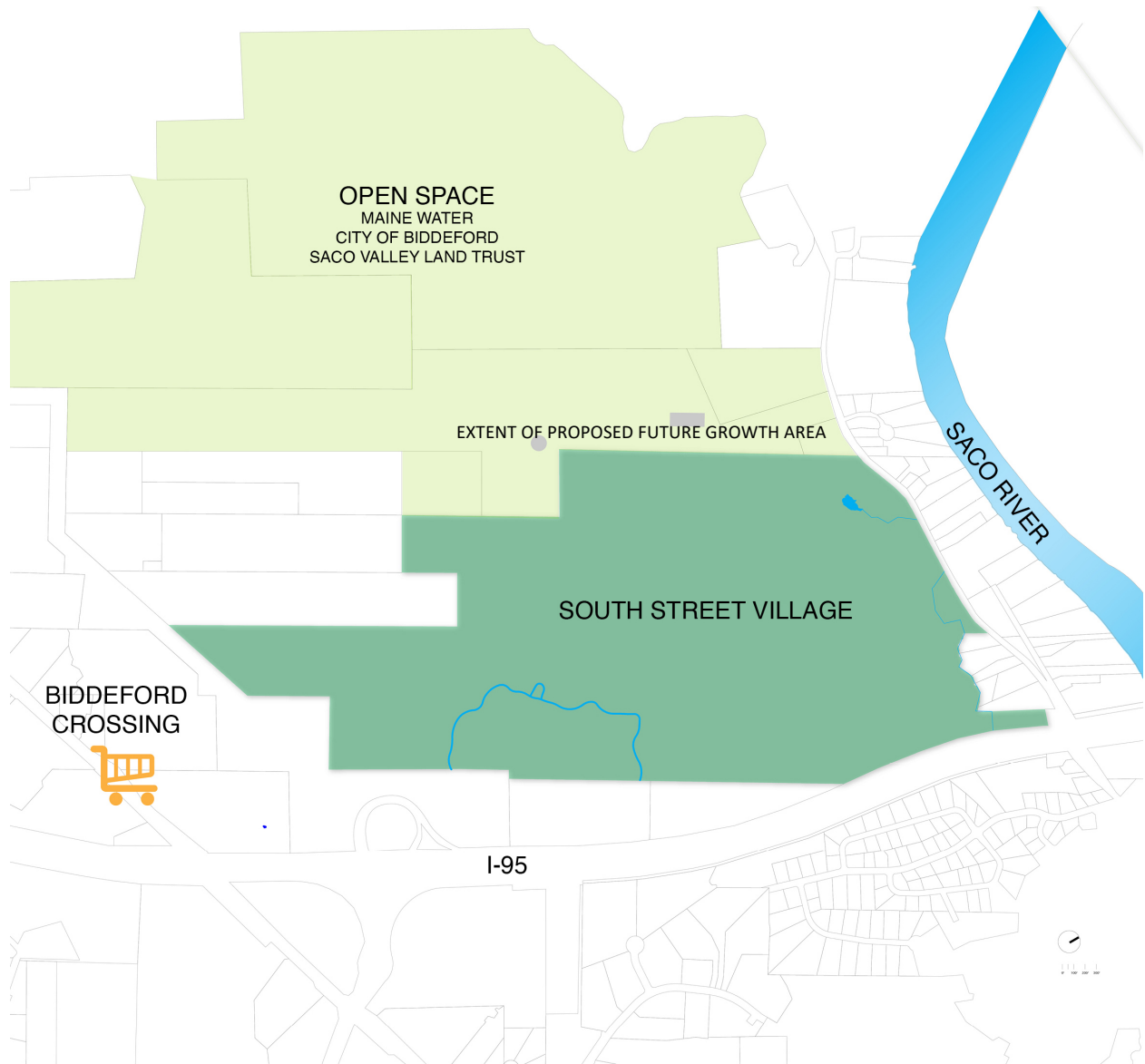
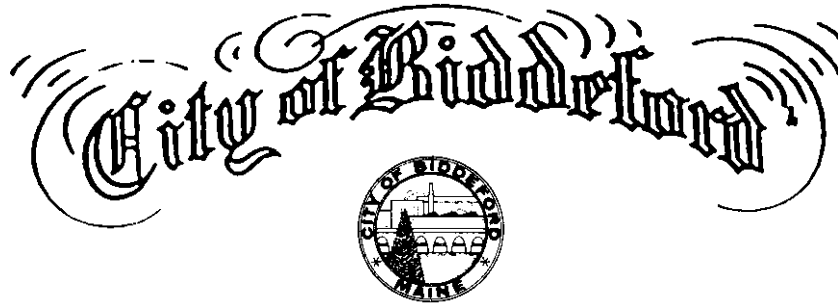


Figure 10: South Street Village Open Space and Context Plan



2020.50

IN BOARD OF CITY COUNCIL...JUNE 16, 2020

BE IT ORDERED, that the City Council of the City of Biddeford does hereby establish a revised fee structure for the Pay as You Throw (PAYT) Overflow (orange) Bags as follows:

- Small bags: from \$1.50 to \$1.75
- Large bags: from \$2.00 to \$2.25



City Council

Meeting Date: June 16, 2020

Meeting Time: 6:00 PM

Agenda Item No: 2020.50

Item Description: Orange Overflow Bags

Submitted by: Jeff Demers Director Public Works/Waste Water

Supporting Information/Documentation:

N/A

Executive Summary:

The Public Works Department is looking for the approval from the City Council to allow for the adjustment in the pricing of the orange overflow bags.

Detailed Review:

The Public Works Department is requesting that the City Council consider raising the price of the orange overflow bags. During the last year it has been an issue due to safety reasons to have the driver/operator of the automated waste truck climb out of his truck while in city traffic in order to pick up the overflow bags. Public Works management staff rode along with the driver and saw this issue first hand. As part of our new operations, for about 1.5 hours a day a pick-up truck with two Public Works team members are now being sent out to collect the orange overflow bags. Because of this, Public Works staff is recommending council adopt the new pricing for the added administration/operation fees. The new fees would be from \$2.00 to \$2.25 for the large bags and from \$1.50 to \$1.75 for the small.

The Solid Waste Commission has visited this request and has voted to move it forward to Council. The Commission had an estimated price increase at the time of their vote.

Staff Recommendation:

Allow The Director of Public Works to price the bags at \$2.25 for the large and \$1.75 for the small as of August 1, 2020.

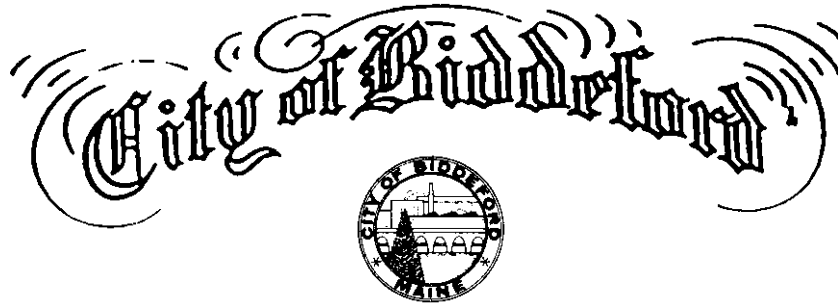
	New Price			
	<u>Large Bags</u>		<u>Small Bags</u>	
	5 bags/roll		10 bags/roll	
	50 rolls/case		40 rolls/case	
Selling Price Per Case	\$	500.00	\$	600.00
Cost Per Case (New price 5/31/19)	\$	62.50	\$	72.00
# of rolls per case		50		40
# of bags per roll		5		10
Selling Price Per Roll	\$	10.00	\$	15.00
Selling Price Per Bag	\$	2.25	\$	1.75
Cost Per Roll	\$	1.25	\$	1.80
Cost Per Bag	\$	0.25	\$	0.18
Gross Profit to cover Trash per Bag	\$	2.00	\$	1.57
Amount of tons per Bag (assume 40lbs/bag)		0.02		0.02
Cost Per Ton of Trash	\$	61.25	\$	61.25
Cost to dispose of trash per Bag	\$	1.23	\$	1.23
Profit to put toward container's trash	\$	0.78	\$	0.35

Variables

Expenses - hand collection of bags ahead of the truck			
Labor	\$32.24 x 2 = \$64.48/hr x 2hr/day x 5 x 52	\$	(33,529.60)
Revenue Offset			
Bags	\$0.78/bag x 120 bags/day x 5 x 52	\$	24,336.00
	Current Annual Shortfall	\$	(9,193.60)
Potential Revenue from new tote program	\$	7,350.00	

If tote program works out, the laborers to assist automated truck will not be needed. If the tote program is not successful up to an additional \$0.295 per bag is needed to cover the labor cost for bag collection.

Bag Price Gap	\$	9,194.00	\$	0.29468 /bag
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2020.51 **IN BOARD OF CITY COUNCIL...JUNE 16, 2020**
BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, **Chapter 58, Solid Waste, Article I. In General, Section 58-1 Definitions and Article II. Collection, Sec. 58-35 Portable receptacle**, be amended by adding or deleting to read as follows:

ARTICLE I. IN GENERAL

Sec. 58-1. Definitions.

ALTERNATIVE DESIGNATED SOLID WASTE CONTAINER

A 65 gallon solid waste container available through the Alternate Voluntary Solid Waste Service established under Sec. 58-35(a)(1)a(ii).

ARTICLE II. COLLECTION

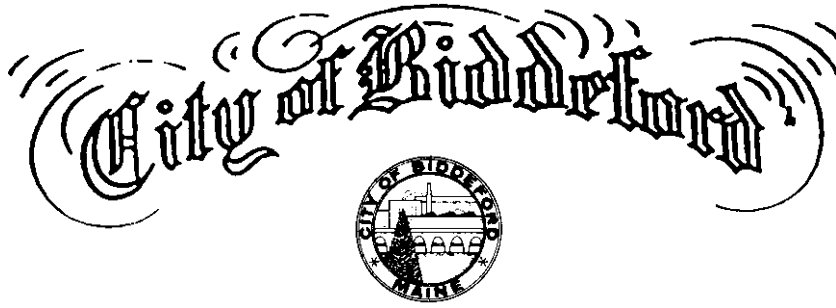
Sec. 58-35. Portable receptacles.

- (a) The Public Works Department shall issue two designated collection containers, color-coded, to each residential dwelling unit receiving municipal waste collection and curbside recycling collection: one container, approximately 35 gallons, shall be for acceptable municipal solid waste, and one container, approximately 65 gallons, shall be for acceptable recyclable materials; except that grandfathered facilities, except grandfathered condominium facilities, shall not receive designated municipal solid waste containers and shall place acceptable municipal solid waste in designated bags for curbside collection. Designated recycling containers shall be assigned to grandfathered facilities, subject to space limitations, as determined by the Director of Public Works.
[Amended 3-3-2015 by Ord. No. 2015.10]

- (1) Weekly collection of acceptable municipal solid waste shall be limited to the volume of the designated municipal solid waste container such that the waste shall not spill out of the container or prevent the cover from closing.

a. Overflow.

- (i) Overflow shall not be collected unless contained within a designated bag made available to residents on a fee-per-bag basis. The overflow bag may be placed on or adjacent to the designated municipal waste



container or in a container separate from the designated municipal solid waste container.

- (ii) If overflow is placed in a separate container, the container shall not be larger than 45 gallons or weigh in excess of 35 pounds.

b. Alternative Voluntary Solid Waste Service.

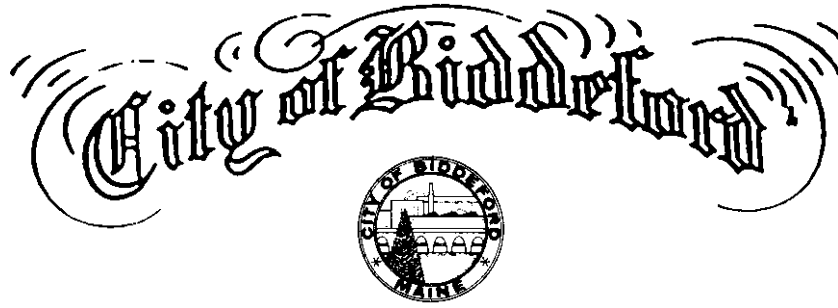
- (i) As an alternative to purchasing designated bags for overflow, eligible entities, other than grandfathered facilities, may request, and if approved, rent an alternative designated solid waste container to increase solid waste capacity and reduce or eliminate the need for purchasing designated bags for overflow.
- (ii) The alternative designated container shall replace the 35 gallon solid waste container and increase solid waste capacity to 65 gallons.
- (iii) The alternative designated solid waste container shall be available for an initial annual fee of \$122.00. Payment may be made annually or semi-annually with the initial payment payable prior to receipt of the alternate designated solid waste container.

- c. The City Council shall establish the overflow bag price and alternate solid waste container price, which may be adjusted.

- d. The Director of Public Works shall maintain and make available a list of the locations at which residents may purchase overflow bags and alternative solid waste containers. The list and pricing shall be made available upon request, shall be posted to the City website, and shall be otherwise available as may be directed by the City Council.

- e. Overflow restrictions may be waived during designated emergency collection schedules as defined in Section **58-7(4)**.

- (2) Weekly collection of acceptable recyclable materials placed in the designated recycling container shall not spill out of the container or prevent the cover from closing.



- (b) Each designated container shall remain the sole property of the City of Biddeford and may not be moved to any other location.
- (c) Residents may request larger or additional designated recycling containers from the Director of Public Works for good cause as determined by the Director of Public Works. Requests of any other nature shall be evaluated through the variance process.

Chapter 58. Solid Waste

ARTICLE I. IN GENERAL

Sec. 58-1. Definitions.

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

ACCEPTABLE MUNICIPAL SOLID WASTE

All waste as identified by the Public Works Director annually in accordance with existing disposal agreements, disposal facility acceptance requirements, and permit authorizations.

ACCEPTABLE RECYCLABLE MATERIALS

All acceptable recyclables as identified by the Public Works Director annually in accordance with existing recycling agreements, recycling facility acceptance requirements, and permit authorizations.

ALTERNATIVE DESIGNATED SOLID WASTE CONTAINER

A 65 gallon solid waste container available through the Alternate Voluntary Solid Waste Service established under Sec. 58-35(a)(1)a(ii).

ASHES

That residue from the burning of wood, coal, coke or other combustible materials.

CITY

The City of Biddeford, Maine.

CITY TRANSFER STATION

A City-owned building or container or designated area in which acceptable waste is disposed of for transshipment to another facility for disposal or material recovery.

COMMERCIAL GARBAGE, RUBBISH, OR WASTE

Any solid waste originating and/or generated within the boundaries of the City by any business, firm or person identified as paying personal property taxes through the City Assessor's records or required to obtain a business license under the City's definitions of licensed activities, excepting licenses for waste hauling only. For the purpose of this chapter, this includes public organizations and facilities except for parish houses, parsonages and churches; parish halls; mobile home parks; and condominiums and multifamily dwellings of six units or more. This definition excludes "grandfathered facilities." This definition excludes home occupations as defined and described in Article VI, Section 38, of the Biddeford Zoning Ordinance, being clearly secondary and incidental to the primary residential use.

[Amended 3-3-2015 by Ord. No. 2015.10]

DESIGNATED MUNICIPAL SOLID WASTE CONTAINER

A portable container provided by the City for the sole purpose of storing acceptable municipal waste prior to curbside collection. Bags designated for overflow are also considered designated municipal solid waste containers.

DESIGNATED RECYCLING CONTAINER

A portable container provided by the City for the sole purpose of storage of acceptable recyclables prior to curbside collection.

DISPOSAL

The discharge, deposit, injection, dumping, leaking, spilling or placing of any solid waste into or on any land or water.

DISPOSAL FACILITY

The facility or facilities controlled or designated by the City for the storage and/or disposal of wastes.

ENERGY RECOVERY FACILITY

A facility which processes and recovers energy from acceptable waste generated within the City.

GRANDFATHERED FACILITY

Any property that would otherwise generate commercial garbage, rubbish, or waste and both 1) currently receives curbside trash collection services from the City and 2) the owner of the property has not changed, as of July 1, 2002. The following condominium locations also shall be grandfathered facilities: 1) 318 Alfred Street; 2) 100 Hills Beach Road; 3) 9 Lester B. Orcutt Boulevard; 4) 55 West Street; and 5) 91-93 Western Avenue.

[Amended 3-3-2015 by Ord. No. 2015.10]

HAZARDOUS WASTE

The waste substance or material, in any physical state, designated as hazardous by federal, state or local laws; waste material that exhibits characteristics of hazardous waste, as defined in RCRA (ignitability, corrosivity, reactivity, or toxicity), is listed specifically in RCRA 261.3 Subpart D, is a mixture of either, or is designated locally or by the state as hazardous or undesirable for handling as part of the municipal solid waste and would have to be treated as regulated hazardous waste if not from a household.

HOUSEHOLD

Each residential unit regardless of whether the residential unit is owned by an individual or business entity.

HOUSEHOLD GARBAGE AND RUBBISH

Any acceptable waste originating and/or generated within the boundaries of the City, at the site of generation by a homeowner or occupant. For the purpose of this chapter, this does not include commercial garbage, rubbish, or waste except that waste generated from a grandfathered facility.

OVERFLOW

That volume of acceptable municipal solid waste in excess of the volume of the designated municipal solid waste container.

PERFORMANCE-BASED DEMONSTRATION OF COMPLIANCE

Placing uncontaminated recycling containers at the curb for pickup shall serve as prima facie evidence that the facility has compliance with its performance-based recycling plan. This determination may be made each time a container is placed for collection.

[Added 3-5-2019 by Ord. No. 2019.11]

PERFORMANCE-BASED RECYCLING PLAN

A recycling management plan for each facility shall contain a minimum of five elements, to include:
[Added 3-5-2019 by Ord. No. 2019.11]

- (1) A written plan.
- (2) The facility owner's contact information.
- (3) A single point of contact for recycling matters.
- (4) The facility address.

- (5) A plan that includes a method or procedure to ensure only acceptable recycling materials are placed in the recycling container for curbside collection.

PRIVATE TRANSFER STATION

A privately owned building or container or designated area in which waste is temporarily deposited and stored for transshipment to a disposal facility.

PRIVATE WAY

Any street, lane, road or other roadway not considered a public way.

PUBLIC WAY

Any street, lane, road, or other roadway accepted by the City Council as a public way.

RESOURCE RECOVERY

The recovery of materials or substances that still have useful physical or chemical properties after serving a specific purpose and can be reused or recycled for the same or other purposes.

SELF-HAULER

Any person involved in the collection and transportation of self-generated recyclable material or solid waste.

SOLID WASTE

Useless, unwanted or discarded solid material with insufficient liquid content to be free-flowing, including, by way of example and not by limitation, rubbish, garbage, scrap materials, junk, refuse, inert fill material and landscape refuse, but shall not include septic tank sludge or agricultural or hazardous wastes.

UNACCEPTABLE WASTE

All solid waste of the type municipalities are required to regulate by 38 M.R.S.A. § 1305, as amended, which specifically excludes industrial and sewage treatment plant sludge, and not included in the definition of "acceptable waste."

WASTE HAULER

Any person, firm or corporation which collects residential, institutional, commercial and/or industrial waste for a fee and transports it to a central collection or disposal facility and any person, business or institution which transports its own waste to the designated disposal facility.

WHITE GOODS

Major appliances, such as refrigerators, stoves, freezers, washing machines and dryers, generally having a bulk in excess of 10 cubic feet or a single dimension exceeding five feet.

Chapter 58. Solid Waste

ARTICLE II. COLLECTION

Sec. 58-35. Portable receptacles.

- (a) The Public Works Department shall issue two designated collection containers, color-coded, to each residential dwelling unit receiving municipal waste collection and curbside recycling collection: one container, approximately 35 gallons, shall be for acceptable municipal solid waste, and one container, approximately 65 gallons, shall be for acceptable recyclable materials; except that grandfathered facilities, except grandfathered condominium facilities, shall not receive designated municipal solid waste containers and shall place acceptable municipal solid waste in designated bags for curbside collection. Designated recycling containers shall be assigned to grandfathered facilities, subject to space limitations, as determined by the Director of Public Works.

[Amended 3-3-2015 by Ord. No. 2015.10]

- (1) Weekly collection of acceptable municipal solid waste shall be limited to the volume of the designated municipal solid waste container such that the waste shall not spill out of the container or prevent the cover from closing.

a. Overflow.

- (i) Overflow shall not be collected unless contained within a designated bag made available to residents on a fee-per-bag basis. The overflow bag may be placed on or adjacent to the designated municipal waste container or in a container separate from the designated municipal solid waste container.
- (ii) If overflow is placed in a separate container, the container shall not be larger than 45 gallons or weigh in excess of 35 pounds.

b. Alternative Voluntary Solid Waste Service.

- (i) As an alternative to purchasing designated bags for overflow, eligible entities, other than grandfathered facilities, may request, and if approved, rent an alternative designated solid waste container to increase solid waste capacity and reduce or eliminate the need for purchasing designated bags for overflow.
- (ii) The alternative designated container shall replace the 35 gallon solid waste container and increase solid waste capacity to 65 gallons.
- (iii) The alternative designated solid waste container shall be available for an initial annual fee of \$122.00. Payment may be made annually or semi-annually with the initial payment payable prior to receipt of the alternate designated solid waste container.

c. The City Council shall establish the overflow bag price and alternate solid waste container price, which may be adjusted.

- d. The Director of Public Works shall maintain and make available a list of the locations at which residents may purchase overflow bags and alternative solid waste containers. The list and pricing shall be made available upon request, shall be posted to the City website, and shall be otherwise available as may be directed by the City Council.

- e. Overflow restrictions may be waived during designated emergency collection schedules as defined in Section **58-7(4)**.
- (2) Weekly collection of acceptable recyclable materials placed in the designated recycling container shall not spill out of the container or prevent the cover from closing.
- (b) Each designated container shall remain the sole property of the City of Biddeford and may not be moved to any other location.
- (c) Residents may request larger or additional designated recycling containers from the Director of Public Works for good cause as determined by the Director of Public Works. Requests of any other nature shall be evaluated through the variance process.