

City of Biddeford

City Council

April 20, 2021 6:00 PM Via ZOOM

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- 1. Roll Call**
- 2. Adjustment(s) to Agenda**
- 3. Consideration of Minutes:**
 - 3.a. April 6, 2021 Council Meeting Minutes
[4-06-2021 Council Meeting Minutes.docx](#)
- 4. Orders of the Day:**
 - 4.a. 2021.31) Endorsement/National Wildlife Federation Mayors' Monarch Pledge
[4-20-2021 Mayors Monarch Pledge-ORDER.doc](#)
[4-20-2021 Mayors Monarch Pledge Survey.pdf](#)
 - 4.b. 2021.32) Authorization/Agreement for Diamond Match Site Development/Lord & Harrington, LLC
[4-20-2021 Diamond Match Development Agreement-ORDER.doc](#)
[4-20-2021 Diamond Match Development Agreement-MEMO.docx](#)
 - 4.c. 2021.33) Approval/Maine Water MPUC Intervener Status for City of Biddeford
[4-20-2021 MPUC Intervener Status-ORDER.doc](#)
[4-20-2021 MPUC Intervener Status-Letter.pdf](#)
- 5. Appointments:**
 - 5.a. William MacKeil...Harbor Commission
[4-20-2021 Appt-MacKeil-Harbor Commission.docx](#)
[4-20-2021 Comm App-Mackeil-Harbor Commission.pdf](#)
 - 5.b. Lisa Brunelle...Solid Waste Management Commission
[4-20-2021 Appt-Brunelle-SWMC.docx](#)
[4-20-2021 Comm App-Brunelle-SWMC.pdf](#)
- 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. Executive Session**
 - 11.a. 1 MRSA 405(6)(E)...Consultation with City Attorney
- 12. Adjourn**

**COUNCIL MEETING
APRIL 6, 2021**

*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., Stephen St. Cyr, Robert Quattrone, Jr., Amy Clearwater, Norman Belanger, Michael Ready, Doris Ortiz, Marc Lessard

There were no adjustments to the agenda.

Proclamation: Week of the Young Child – April 10-16, 2021

Mayor Casavant read the proclamation.

Consideration of Minutes: March 16, 2021

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

Vote: Unanimous.

Orders of the Day:

2021.27

IN BOARD OF CITY COUNCIL..APRIL 6, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve the purchase of two (2) 2021 Ford Explorer utility police cars as per bid from Quirk Auto Group of Augusta, Maine in an amount not to exceed \$56,820.00. The purchase of this vehicle is included in the FY21 CIP Budget, line 21204-60603.

NOTE: The Finance Committee will consider this item at their April 6, 2021 meeting and vote to recommend to the City Council for consideration.

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

Councilor Clearwater asked to abstain from this vote:

Motion by Councilor Belanger, seconded by Councilor St. Cyr to allow Councilor Clearwater to abstain from this vote.

Vote: 5/3; Councilors McCurry, Lessard and Ortiz opposed.

Councilors Emhiser, St. Cyr, Quattrone, Belanger and Ready in favor.

Motion to allow Councilor Clearwater to abstain carries.

Vote on order: 6/2; Councilors Ortiz and Ready opposed.

Councilors Emhiser, McCurry, St. Cyr, Quattrone, Belanger and Lessard in favor.

Councilor Clearwater in abstention.

Motion carries.

2021.28

IN BOARD OF CITY COUNCIL..APRIL 6, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby advise the Planning Board of its endorsement of the concept of Contract Zone #21 for Adams Point, LP as outlined in the letter from Southern Maine Affordable Housing dated March 18, 2021, and as such, per Biddeford Code of Ordinances, Part III (Land Development Regulations), Article V (Establishment of Zones), Section 9.F.2, the City Council advises the applicant to continue with the Contract Zoning process.

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

Vote: 8/1; Councilor McCurry opposed.

Councilors Emhiser, St. Cyr, Quattrone, Clearwater, Belanger, Ready, Ortiz and Lessard in favor.

Motion carries.

2021.29

IN BOARD OF CITY COUNCIL...APRIL 6, 2021

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

Part III (Land Development Regulations), Article III (Official Zoning Map), is amended to rezone 1 Enterprise Drive (Tax Map 17, Lot 7-3), part of 451 Alfred Street (Tax Map 17, Lot 7-2) and part of 457 Alfred Street (Tax Map 17, Lot 7) from Industrial-3 (I-3) to Industrial-1 (I-1).

Note: Following a duly noticed Public Hearing the Planning Board recommended with a 3-1 vote that this amendment be approved.

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

Vote: 2/7; Councilors St. Cyr and Belanger in favor.

Councilors Emhiser, McCurry, Quattrone, Clearwater, Ready, Ortiz and Lessard opposed.

Motion fails.

2021.30

IN BOARD OF CITY COUNCIL...APRIL 6, 2021

A Resolution of the Biddeford City Council:

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

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

WHEREAS, the lack of a westerly access to Exit 32 and the growing sprawl of communities to the west of Biddeford has increased traffic within the City; and

WHEREAS, recent studies have estimated that upwards of twenty percent of the traffic traveling through downtown Biddeford is moving through the City with the sole purpose of accessing the Maine Turnpike; and

WHEREAS, increasing commuter traffic through the City adversely impacts the quality of life of Biddeford residents with adverse environmental impacts; increasing risks to pedestrians, cyclists and vehicle occupants; and increases the property tax burden for operations and future capital costs; and

WHEREAS, the anticipated costs to make the necessary improvements to the transportation system within the City of Biddeford to address traffic issues related to the current Exit 32 would greatly exceed the expected costs to add a new Turnpike exit within the City limits of Biddeford.

NOW THEREFORE, BE IT RESOLVED, that the Biddeford City Council does hereby support the construction of a new full Maine Turnpike Authority exit north of the current Exit 32, believing this additional exit would be a regional benefit; and

BE IT FURTHER RESOLVED, that by this official act, the City of Biddeford seeks and requests the Maine Turnpike Authority, Governor Janet Mills, the Maine Legislature and the Biddeford Legislative Delegation to take any action necessary to support this official action.

Motion by Councilor McCurry, seconded by Councilor Lessard to grant the resolution.

Vote: 5/4; Councilors Clearwater, Ortiz, Ready and Emhiser opposed.

Councilors McCurry, St. Cyr, Quattrone, Belanger and Lessard in favor.

Motion carries.

Appointment:

IN BOARD OF CITY COUNCIL...APRIL 6, 2021
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby appoint:

Katie Tomai
31 Crescent Street, Apt. 102
Ward 5

to the *Solid Waste Management Commission*, for a term to expire in December 2024.

Motion by Councilor Clearwater, seconded by Councilor Belanger 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 shared with the Council that often times, City Staff does something without being asked or instructed, with beneficial results to the community. Recently, Roby Fecteau, the City's Code Enforcement Officer, along with the assistance of City Clerk Carmen Morris and other Department Heads, has coordinated with Maine EMS to bring a COVID vaccination clinic to Biddeford. On April 27th a vaccination clinic will dispense 500 vaccines, with all appointments already filled. This is an example of how Staff notices what needs to be done and goes out and makes it happen. Jim publicly acknowledged Roby and the others who have been involved and commended the team.
Councilor Emhiser concurred with Jim's commendation.

There was no *Other Business*.

Council President Addressing the Council: Councilor McCurry noted that the first Public Hearing on the FY22 Budget was held on April 1st and was poorly attended by the public. He is hopeful that the budget information is getting out to the public and the public is aware of what is being presented in the FY22 budget.

Executive Session:

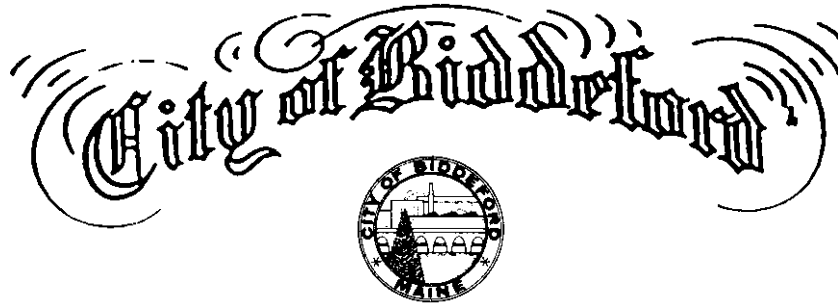
- **1 MRSA 405(6)(D)...Labor Contract Discussion**
- **1 MRSA 405(6)(C)...Real Estate Matter**
- **1 MRSA 405(6)(E)...Consultation with City Attorney**

Motion by Councilor Lessard, seconded by Councilor Emhiser to move into Executive Session.
Vote: Unanimous. Time: 7:13 p.m.

Motion by Councilor Ready, seconded by Councilor Belanger to move out of Executive Session.
Vote: Unanimous. Time: 8:31 p.m.

Motion by Councilor Ready, seconded by Councilor McCurry to adjourn.
Vote: Unanimous. Time: 8:31 p.m.

Attest by: _____
Carmen J. Morris, City Clerk



2021.31

IN BOARD OF CITY COUNCIL..APRIL 20, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby endorse Biddeford's Mayor, Alan Casavant, to take the **National Wildlife Federation Mayors' Monarch Pledge** on behalf of the City of Biddeford. The purpose of the pledge is described below:

"Mayors and other heads of local and tribal government are taking action to help save the monarch butterfly, an iconic species whose eastern populations have declined by 90% and western populations by 99% in recent years. Through the National Wildlife Federation's Mayors' Monarch Pledge, U.S. cities, municipalities, and other communities are committing to create habitat for the monarch butterfly and pollinators, and to educate residents about how they can make a difference at home and in their community."



Mayors' Monarch Pledge Survey

Open Pledge Period: December 1 – March 31

Thanks for your interest in taking the National Wildlife Federation Mayors' Monarch Pledge this year. Only mayors and heads of local and tribal government (or their staff designees) may fill out this pledge form. Please note: the survey will not save and will need to be completed in one sitting.

Information from this form will be used to create a public community profile page to showcase your mayor's progress and efforts in the program.

Please be sure to read the pledge language and FAQ before taking the pledge. If you have any questions, you can email us at mayorsmonarchpledge@nwf.org.

Mayor's Basic Information

If you are not a "mayor," or the head of local or tribal government, please enter your name and appropriate title here.

Title

First Name

Last Name

Email Address

Community Name

*If your community doesn't have an official name, consider using the following formats:
Town of Herndon, City of Fairfax, etc.*

City

State

Mayor's Mailing Address

Address Line 1

Address Line 2

City

State

Zip Code

Staff Point of Contact Information

Please provide your professional title in the space below.

Please note that the Staff Point of Contact you entered below will be the default user for your community profile. Please make sure you enter a valid email address.

Title

First Name

Last Name

Email

Note: This email address is your log in account.

Phone Number

Pledge Summary

Please type a description of your community, your community's efforts and/or interest in committing to monarch and pollinator conservation. This information will populate on your community's profile page, but can be updated and edited after this survey is submitted. See below for a sample description.

Example Description: Exampleville is a city in central Virginia with a population of roughly 50,000. The city is nestled in the Green Ridge Mountains and is home to the beautiful Exampleville Regional Park and many community gardens. Mayor Smith of Exampleville, VA has committed to saving the monarch butterfly and other pollinators with their signing of the Mayors' Monarch Pledge and looks forward to engaging residents in building more pollinator habitat throughout the city.

Action Item Selections

Each year, you must commit to at least 3 Action Items from this list which you will report on at the end of the year. At least 1 action must be taken from the “Program & Demonstration Gardens” section.

Communications and Convening

- ☐ Issue a Proclamation to raise awareness about the decline of the monarch butterfly and the species’ need for habitat.

Example Activities:

1. *Issue a Monarch Day Pledge*
2. *Incorporate monarchs into your Earth Day, Pollinator Week or other proclamation*

- ☐ Launch or maintain a public communication effort to encourage residents to plant monarch gardens at their homes or in their neighborhoods. (If you have community members who speak a language other than English, we encourage you to also communicate in that language; Champion Pledges must communicate in that language.)
- ☐ Engage with community garden groups and urge them to plant native milkweeds and nectar-producing plants.
- ☐ Engage with city parks and recreation, public works, sustainability, and other relevant staff to identify opportunities to revise and maintain mowing programs and milkweed / native nectar plant planting programs.
- ☐ Engage with gardening leaders and partners (e.g., Master Naturalists, Master Gardeners, Nature Centers, Native Plant Society Chapters) to support monarch butterfly conservation.

Example Activities:

1. *Develop community gardens with local gardening leaders*
 2. *Host programming and other activities with Nature Centers*
 3. *Coordinate and collaborate with local gardening groups at schools, colleges, and universities*
- ☐ Engage with Homeowners Associations (HOAs), Community Associations or neighborhood organizations to identify opportunities to plant monarch gardens and revise maintenance and mowing programs.
 - ☐ Engage with developers, planners, and landscape architects to identify opportunities to create monarch habitat.

- ☐ Create a community-driven educational conservation strategy that focuses on and benefits local, underserved residents.

Example Activities:

1. *Conduct outreach and support habitat / green space improvements in underserved communities.*
2. *Develop brochures in different languages*

- ☐ Create a community art project to enhance and promote monarch and pollinator conservation as well as cultural awareness and recognition.

Example Activities:

1. *Host photo contests*
2. *Commission murals*
3. *Create and show films and documentaries*
4. *Support public art installations*
5. *Collaborate with local artists, including school, college, and university art departments to create community-wide art*

Program and Demonstration Gardens

- ☐ Host or support a native seed or plant sale, giveaway or swap.
- ☐ Facilitate or support a milkweed seed collection and propagation effort.
- ☐ Plant or maintain a monarch and pollinator-friendly demonstration garden at City Hall or another prominent community location.
- ☐ Convert abandoned lots to monarch habitat.
- ☐ Plant milkweed and pollinator-friendly native nectar plants in medians and public rights-of-way.
- ☐ Launch or maintain an outdoor education program in school gardens that builds awareness and creates habitat by engaging students, teachers, and the community in planting native milkweed and pollinator-friendly native nectar plants (i.e., National Wildlife Federation's Eco-Schools USA Schoolyard Habitats program and Monarch Mission curriculum).

Example Activities:

1. [Eco-Schools USA Schoolyard Habitats](#)
2. [PK-12 Monarch Mission Curriculum](#) (English and Spanish)
3. [National Wildlife Federation Campus Pollinator Pledge](#)

- ☐ Earn or maintain recognition for being a wildlife-friendly city by participating in other wildlife and habitat conservation efforts (i.e., National Wildlife Federation's Community Wildlife Habitat program).

Example Activities:

1. Join the [Community Wildlife Habitat](#)

- ☐ Host or support a monarch neighborhood challenge to engage neighborhoods and homeowners' associations within the community to increase awareness and/or create habitat for the monarch butterfly.

Example Activities:

1. Host photo challenges
2. Create property certification challenges
3. Collaborate with schools, universities, and colleges to host joint awareness and habitat creation challenges

- ☐ Initiate or support community science (or citizen science) efforts that help monitor monarch migration and health.

Example Activities:

1. [Citizen Science Opportunities](#) (Monarch Joint Venture)
2. NWF's Monarch Stewards Program Certification
3. Engage with local colleges and universities science departments to host community-wide opportunities

- ☐ Add or maintain native milkweed and nectar producing plants in public community gardens.
- ☐ Launch, expand, or continue an invasive species removal program that will support the re-establishment of native habitats for monarch butterflies and other pollinators.
- ☐ Host or support a city monarch butterfly festival to promote monarch and pollinator conservation, as well as cultural awareness and recognition
- ☐ Display educational signage at monarch gardens and pollinator habitat beyond monarch demonstration gardens.

Example Activities:

1. [Neighborhood Garden Signs \(Victory Garden of Tomorrow\)](#)
2. Create plant labels or interpretive language for community gardens, parks, prairie habitat, rights-of-way, etc.

Systems Change

Please select the actions that you will begin to work on this year, are in progress, or have already been completed.

- ☐ Remove milkweed from the list of noxious plants in city weed / landscaping ordinances (if applicable).
- ☐ Change weed or mowing ordinances to allow for native prairie and plant habitats.
- ☐ Increase the percentage of native plants, shrubs and trees that must be used in city landscaping ordinances and encourage use of milkweed, where appropriate.
- ☐ Direct city property managers to consider the use of native milkweed and nectar plants at city properties, where appropriate.
- ☐ Integrate monarch butterfly conservation into the city's Park Master Plan, Sustainability Plan, Climate Resiliency Plan or other city plans.
- ☐ Change ordinances so pesticide, herbicide, insecticide or other chemicals used in the community are not harmful to pollinators.

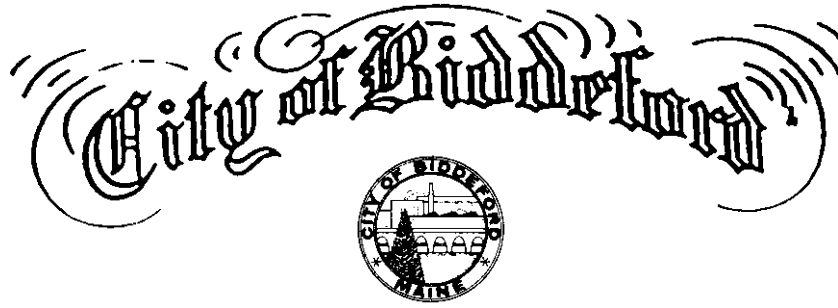
Example Activities:

1. *Work with local school districts to eliminate or minimize the use of pesticides, herbicides, and insecticides on school properties*
2. *Adopt Integrated Pest Management (IPM) practices*

- ☐ Adopt ordinances that support reducing light pollution.
- ☐ California Specific: Pass a resolution to protect over-wintering monarch butterfly habitat on public and private lands.

Questions or Comments

Do you have any questions or comments?



2021.32 **IN BOARD OF CITY COUNCIL..APRIL 20, 2021**
BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to enter into the following Agreement for the Diamond Match Site Development:

AGREEMENT

Agreement made this ____ day of March 2021, by and between **LORD & HARRINGTON, LLC**, a Maine limited liability company with a place of business in Kennebunkport, Maine, or its assigns (hereafter collectively “L&H”) and the **CITY OF BIDDEFORD**, a municipal corporation with a place of business in Biddeford, Maine (hereafter “City”).

WHEREAS, L&H has entered into a certain “Contract for the Sale of Commercial Real Estate” with Gloves Etc, Inc. to purchase a certain lot or parcel of land, with the buildings thereon, situated at 1 Diamond Street in said Biddeford (hereafter the “Diamond Property”), which has a Biddeford Tax Map designation as Lot 1 in Block 25 on Tax Map 40; and

WHEREAS, the City of Biddeford is the owner of a certain lot or parcel of unimproved land situated off Main Street in said Biddeford (hereafter the “City Property”), which has a Biddeford Tax Map designation as Lot 2 in Block 25 on Tax Map 40; and

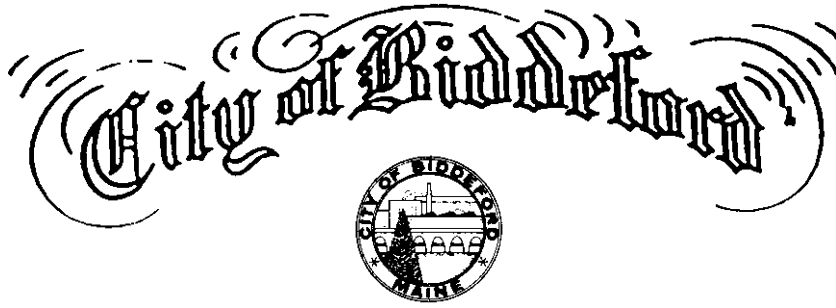
WHEREAS, L&H desires to acquire the City Property and to join it with the Diamond Property, in order to develop a multi-unit, multi-building residential project (involving both fee ownership and rental units) on the combined properties (hereafter the “Project”); and

WHEREAS, the City is willing to transfer the City Property to L&H, upon the undertaking of certain actions by L&H as set forth in this Agreement; and

WHEREAS, the parties desire to set forth their understandings and Agreements in writing.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Conveyance of City Property. Upon the completion of or compliance with the undertakings of L&H as set forth hereinafter, City agrees that it will convey the City Property to L&H by a Municipal Quitclaim Without Covenant (Release) Deed. The parties recognize and agree that the City shall maintain an easement on the City Property for necessary stormwater/sewer separation projects.



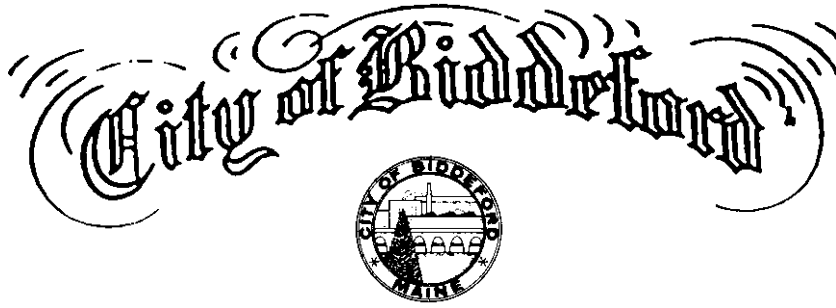
2. Approval of Project. Upon the execution of this Agreement, which the parties agree provides sufficient right, title and interest to L&H in the City Property, L&H agrees to proceed with seeking necessary city and state approvals for the Project. The City agrees that it shall enter into a Contract Zone Agreement with L&H to enable the project to be approved and developed.

3. Additional Undertaking by L&H. In consideration of the conveyance to L&H of the City Property, L&H agrees that it shall undertake the following actions:

- A. As part of the project, L&H will construct at its expense a so-called "River Walk" along the entire shore of the Saco River on both the Diamond Property and the City Property. The location, dimensions, and design of the River Walk shall be mutually agreed upon by L&H and the City. Upon completion of the River Walk, L&H shall grant an easement to the City over the River Walk for use by the public.
- B. L&H agrees that it will use its best efforts to acquire a certain property in Biddeford, identified between the parties to this Agreement as "Property A," and develop the same as a multi-unit residential building. In the event that L&H is unable to reach agreement with the owner of Property A for its acquisition, L&H shall pay the City the sum of one million dollars (\$1,000,000.00) as additional consideration for the conveyance of the City Property.

4. Closing; Transfer. Upon approval of the project from the City Planning Board, any other City Agencies and from the State of Maine, and upon evidence that L&H is proceeding in using its best efforts to obtain Property A, the City and L&H will schedule a closing on the conveyance of the City Property, such closing to be held within fifteen (15) days after the closing by L&H on the acquisition of the Diamond Property. Each party will be responsible for its own expenses, assessments and fees associated with such closing.

5. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, heirs, assigns, and personal representatives. This Agreement completely expresses the obligations of the parties hereto and shall not be modified without the written consent of all the parties. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Maine.



IN WITNESS WHEREOF, the parties hereto have set their hands and seals as to the day, month and year first above written.

Lord & Harrington, LLC

Witness:

By: _____
Timothy Harrington, Manager

City of Biddeford

Witness

By: _____
James A. Bennett, City Manager



Biddeford City Council

Meeting Date: April 20, 2021

Meeting Time: 6:00

Agenda Item No: 2021.32

Item Description: Diamond Match Development Site

Submitted by: Mathew Eddy

Supporting Information/Documentation:

- Attachment 1: Diamond Match Developer Concept Plan
- Attachment 2: Property Line Maps
- Attachment 3: Email from Ralph Austin, representing Developers Tim Harrington and Kevin Lord
- Attachment 4: Zoning Map District Description of area
- Attachment 5: Terms of agreement-final

Key Terms:

- Downtown Mill District (MSRD 3); few zoning restrictions except within the General Development District 1, part of the shoreland zoning area (250 feet back from the River).
- General Business (B1) zoning; modest zoning restrictions except within the General Development District 2, part of the shoreland zoning area (250 feet back from the River).
- General Development District 1 and 2 (GDD 1-2); part of the Shoreland zoning area (250 feet back from the River). Limited restriction on existing structures, more restrictive otherwise. 25-foot setback from the river is required in the GDD-1, 100' in GDD-2.
- Diamond Match Park Plan: Plan developed approximately 10 years ago to develop a park and Riverwalk along this property.
- Stormwater Separation. There is the potential to incorporate a stormwater separation project on the Diamond Match property to remove stormwater from the Horrigan's court Pumping Station and the sewer lines themselves.

Executive Summary:

We have attached terms of agreement regarding the Diamond Match proposal from Lord and Harrington, LLC for your consideration.

Detailed Review:

Find below discussion points and a series of supportive maps that describe issues related to this project:

- A concept plan for the physical layout of the project. That layout contemplates the development of up to 340 rental and owner units (final design will determine count):
 - o Housing units will be in four residential structures across three zoning districts: the MSRD 3, the General Business (B-1) district and the General Development 1 and 2 Districts (the existing downtown commercial shoreland zoning districts).
 - o Within this layout, the developer has agreed to a mix of rental and owner units; that mix to be determined.
 - o The two structures in the MSRD 3/General Development District-1 will meet a 25-foot setback, with the Riverwalk located between the structures and the Saco River; within the B1 and General Development Districts 2, the set back is 100 feet.
 - o The developer would construct the Diamond Match Riverwalk. The layout is depicted on the concept plan (which is generally consistent with the original plan). Changes can be made to the plan as this project evolves.
 - o The plan includes a parking structure set back from the river and tucked next to the railroad tracks to handle all of the residential parking.
 - o The concept plan identifies the stormwater line location. Sewer line improvements associated with infiltration and stormwater separation are planned.
 - o Connection of a road system and rear entrance/exit to Main Street may be required for this project.
- Attachment 2 shows the two properties, one controlled by the developer (Map 40, lot 25-1; assessed value: \$555,000) and the other, the City (Map 40, lot 25-2; assessed value: \$220,000). The developer is asking to obtain city land in exchange for developing the rest Riverwalk up to Horrigan's court. Other considerations as we move forward include the possible location of a stormwater separation system and park development. Cross-country sewer improvements between Horrigan Court and Elm (located on the City Property) are estimated at \$1.6 million and would reduce infiltration and achieve further stormwater separation (a \$4.5 million pump station upgrade is also contemplated).
- Attachment 3 includes an email memo from Ralph Austin outlining the Developer's intent for this project.
- The existing zoning map and district description are in Attachment 4. The MSRD 3 and Business 1 zone represent the underlying zoning districts; the proposed uses and densities are consistent with the provisions of these districts. The zoning issue lies with the General Development District 1 and 2, the "downtown Shoreland Overlay". Two structures will lie within the MSRD 3 zone and General Development District 1 overlay district, two will lie within the B1 zone and General Development 2 overlay boundaries.

The zoning change required is to permit densities in the General Development Districts that are consistent with what is permitted with the footprint of existing mill buildings; in essence no limitation. The present ordinance (1 unit per 40,000 s.f.) is not consistent with

the development patterns in the area and limits increased densities to existing structures only. That zoning change process has begun:

- The request for the change will be reviewed by DEP within the next two weeks or so;
- The Planning Board will take up the change in May and bring forward a proposal to council for your consideration.

State shoreland regulation permits increased densities in downtown areas, provided it is tied to area densities. To move forward, a density analysis and proposal to DEP has been prepared. That zoning change process has begun:

- The request for the change will be reviewed by DEP within the next two weeks or so;
- The Planning Board will take up the change in May and bring forward a proposal to council for your consideration.

The underlying districts need no further change.

Funding Source: N/A

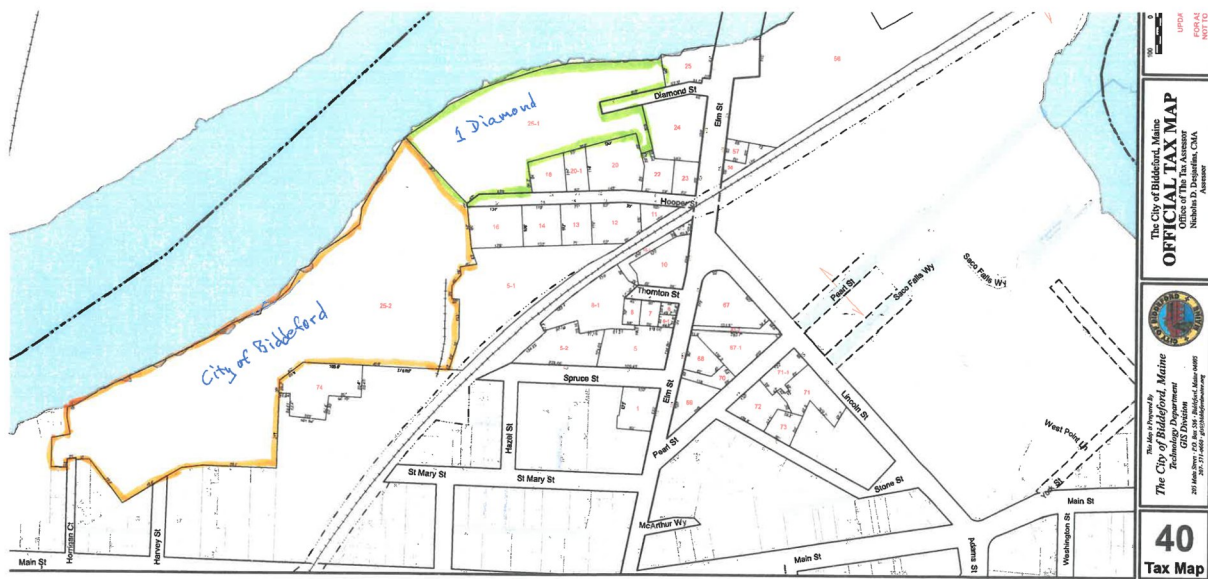
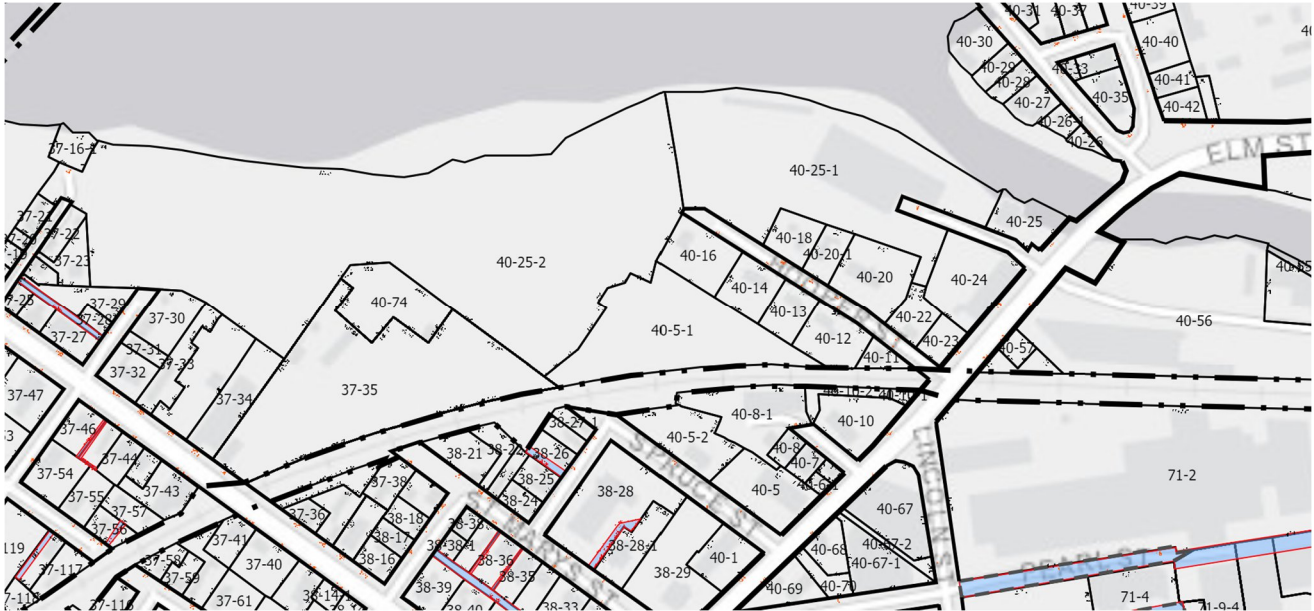
Staff Recommendation: Recommend approval

Recommended Order: IN BOARD OF CITY COUNCIL... April 20, 2021 BE IT ORDERED that the City Council of the City of Biddeford does hereby authorize the City Manager to execute the attached Terms of Agreement with Lord and Harrington, LLC, for the exchange of property and redevelopment of Diamond Match.

Attachment 1: Diamond Match Developer Concept Plan



Attachment 2: Property Lines Map



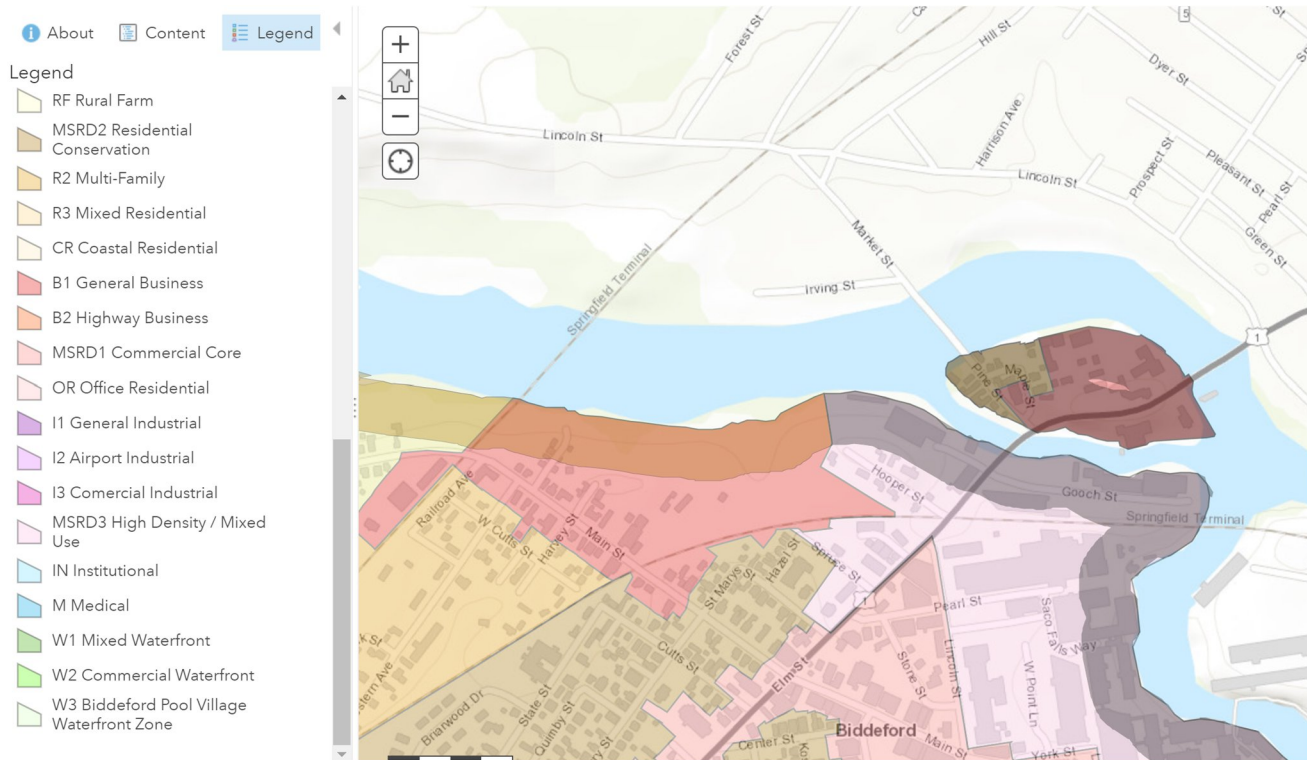
Attachment 3: email from Ralph Austin

Good morning, Matt. About the 1 Diamond property, I have attached the most recent conceptual site plan and a copy of Tax Map 40 highlighting that property and the abutting property of the City. Tim's and Kevin's proposal is for the City to deed to Lord & Harrington, LLC ("L&H") the City-owned property, to become part of their 1 Diamond project. In return, L&H will build the Riverwalk Trail as shown on the site plan, and make it available to members of the public to use. In addition, L&H will create the Diamond Match park and allow public access to and use of that as well. While the number of housing units has not been finalized, currently it is projected to be 340 units; most likely it will be a mix of rental units and owned units. Although it is difficult at this point to give any type of accurate projection of the construction timeline, we believe that this is probably at least a 2-year project.

Please let me know if any further information would be helpful for you to have in preparing your summary for the Council. Thanks.

Ralph

Attachment 4: Zoning Map of Area



Existing Zoning Analysis

“Diamond Match” 3 Parcels:

Address	Tax Map	Lot	General Zoning	Overlay Zoning	Public Sewer?	Public Water?
Maine St (off of)	40	25-2	B1	GD-2	Yes	Yes
1 Diamond Street	40	25-1	MSRD-3	GD-1	Yes	Yes

Zoning Descriptions:

B-1:

This is in the in-town commercial area. It allows for a mixture of commercial and multifamily residential uses. The intent is to support commercial activities to the maximum extent possible, while providing space and opportunities to develop multifamily housing in vacant factory structures and the upper stories of the existing and new structures.

MSRD-3:

The high-density and mixed-use district where the intent is to preserve the historic character of buildings while facilitating the redevelopment of vacant and underused mill buildings into a vibrant residential and commercial community which contributes to the revitalization of the City's downtown

GD-1 (Shoreland Zone):

General Development (GD-1) District. The General Development District includes the following types of existing, intensively developed areas:

1. Areas of two or more contiguous acres devoted to commercial, industrial or intensive recreational activities, or a mix of such activities, including but not limited to the following:
 - a. Areas devoted to manufacturing, fabricating or other industrial activities;
 - b. Areas devoted to wholesaling, warehousing, retail trade and service activities, or other commercial activities; and
 - c. Areas devoted to intensive recreational development and activities, such as, but not limited to amusement parks, race tracks and fairgrounds.
2. Areas otherwise discernible as having patterns of intensive commercial, industrial or recreational uses.
3. Portions of the General Development 1 District may also include residential development. However, no area shall be designated as a General Development District based solely on residential use.

GD-2 (Shoreland Zone):

General Development 2 (GD-2) District. The General Development 2 District includes the same types of areas as those listed for the General Development 1 District. The General Development 2 District, however, shall be applied to newly established General Development Districts where the pattern of development at the time of adoption is undeveloped or not as intensively developed as that of the General Development 1 District. Portions of the General Development 2 District may also include residential development. However, no area shall be designated as a General Development District based solely on residential use.

Zoning:

Zone:	Minimum Lot Size (Per Unit):	Minimum Road Frontage:	Front Setback:	Side/Rear Setback:	Height:
B1	1,000	None	10	10	Max. 6 stories/60 feet
MSRD-3	None	None	None	None	Min. 2 stories/26 feet

Zone:	Minimum Lot Size Per Dwelling Unit (Existing Structures/New Structures):	Minimum Lot Size for Public and Private	Minimum Shore Frontage Residential/Recreational Uses (Existing	Saco River Setback:	Height Maximum:
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		Recreational Facilities:	Structures/New Structures):		
GD-1	None/40,000 SF	None	None/200 Feet	25 Feet	None
GD-2	40,000 SF/40,000 SF	40,000 SF	200 Feet/200 Feet	100 Feet	None

Land Uses:

Multi-family residential is an allowed use in the MSRD-3 and B-1 Zones, as well as the GD-1 and GD-2 Shoreland Zones.

Lot Descriptions:

Address	Tax Map	Lot	Zone:	Minimum Lot Size (Per Unit):	Lot Size:	# of Units Currently Possible:
Maine St (off of)	40	25-2	B1	1,000	426,888 SF	426
1 Diamond Street	40	25-1	MSRD-3	None	169,884 SF	169

Attachment 5

AGREEMENT

Agreement made this ____ day of March 2021, by and between LORD & HARRINGTON, LLC, a Maine limited liability company with a place of business in Kennebunkport, Maine, or its assigns (hereafter collectively "L&H") and the CITY OF BIDDEFORD, a municipal corporation with a place of business in Biddeford, Maine (hereafter "City").

WHEREAS, L&H has entered into a certain "Contract for the Sale of Commercial Real Estate" with Gloves Etc, Inc. to purchase a certain lot or parcel of land, with the buildings thereon, situated at 1 Diamond Street in said Biddeford (hereafter the "Diamond Property"), which has a Biddeford Tax Map designation as Lot 1 in Block 25 on Tax Map 40; and

WHEREAS, the City of Biddeford is the owner of a certain lot or parcel of unimproved land situated off Main Street in said Biddeford (hereafter the "City Property"), which has a Biddeford Tax Map designation as Lot 2 in Block 25 on Tax Map 40; and

WHEREAS, L&H desires to acquire the City Property and to join it with the Diamond Property, in order to develop a multi-unit, multi-building residential project (involving both fee ownership and rental units) on the combined properties (hereafter the "Project"); and

WHEREAS, the City is willing to transfer the City Property to L&H, upon the undertaking of certain actions by L&H as set forth in this Agreement; and

WHEREAS, the parties desire to set forth their understandings and Agreements in writing.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Conveyance of City Property. Upon the completion of or compliance with the undertakings of L&H as set forth hereinafter, City agrees that it will convey the City Property to L&H by a Municipal Quitclaim Without Covenant (Release) Deed. The parties recognize and agree that

the City shall maintain an easement on the City Property for necessary stormwater/sewer separation projects.

2. Approval of Project. Upon the execution of this Agreement, which the parties agree provides sufficient right, title and interest to L&H in the City Property, L&H agrees to proceed with seeking necessary city and state approvals for the Project. The City agrees that it shall enter into a Contract Zone Agreement with L&H to enable the project to be approved and developed.

3. Additional Undertaking by L&H. In consideration of the conveyance to L&H of the City Property, L&H agrees that it shall undertake the following actions:

- A. As part of the project, L&H will construct at its expense a so-called "River Walk" along the entire shore of the Saco River on both the Diamond Property and the City Property. The location, dimensions, and design of the River Walk shall be mutually agreed upon by L&H and the City. Upon completion of the River Walk, L&H shall grant an easement to the City over the River Walk for use by the public.
- B. L&H agrees that it will use its best efforts to acquire a certain property in Biddeford, identified between the parties to this Agreement as "Property A," and develop the same as a multi-unit residential building. In the event that L&H is unable to reach agreement with the owner of Property A for its acquisition, L&H shall pay the City the sum of one million dollars (\$1,000,000.00) as additional consideration for the conveyance of the City Property.

4. Closing; Transfer. Upon approval of the project from the City Planning Board, any other City Agencies and from the State of Maine, and upon evidence that L&H is proceeding in using its best efforts to obtain Property A, the City and L&H will schedule a closing on the conveyance of the City Property, such closing to be held within fifteen (15) days after the closing by L&H on the acquisition of the Diamond Property. Each party will be responsible for its own expenses, assessments and fees associated with such closing.

5. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, heirs, assigns, and personal representatives. This Agreement completely expresses the obligations of the parties hereto and shall not be modified without the written consent of all the parties. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as to the day, month and year first above written.

Lord & Harrington, LLC

By: _____

Timothy Harrington, Manager

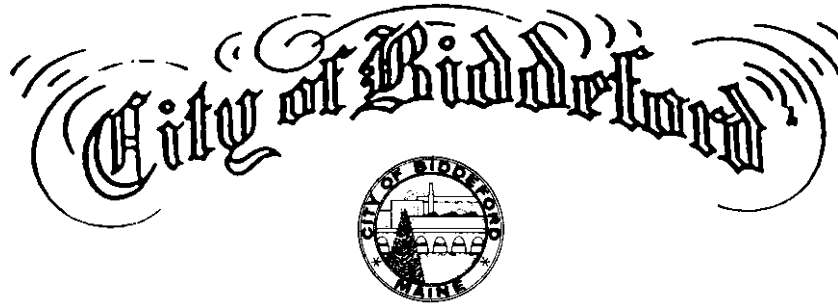
Witness:

City of Biddeford

By: _____

James A. Bennett, City Manager

Witness



2021.33

IN BOARD OF CITY COUNCIL..APRIL 20, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby support the City Manager, or his designee, to serve in an Intervener status with the Maine Public Utilities Commission (MPUC) in matters concerning Maine Water.



March 26, 2021

Harry Lanphear
Administrative Director
Maine Public Utilities Commission
State House Station 18
Augusta, ME 04333-0018

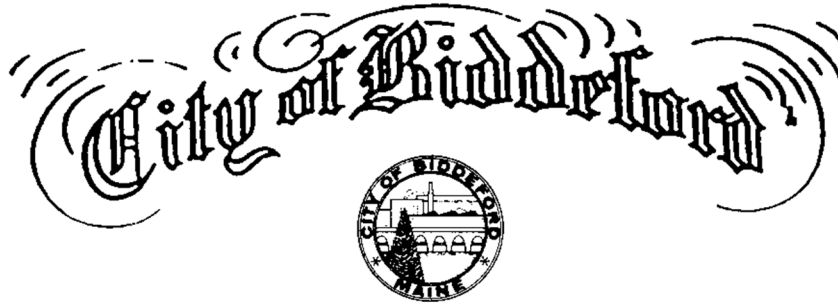
RE: Docket No. 2021-00053, Maine Water Company, Biddeford Saco Division, Request for
Approval of Rate Change

Dear Mr. Lanphear,

As a municipality receiving service from the Biddeford Saco Division of Maine Water Company, the City of Biddeford hereby petitions to intervene as a party in the above referenced proceeding and requests the Commission permit the City to intervene in the proceeding.

Sincerely,

Carmen Mow, City Clerk
For James Bennett
James Bennett
City Manager



IN BOARD OF CITY COUNCIL..APRIL 20, 2021
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby re-appoint:

William MacKeil
651 Pool Street
Ward 1

to the *Harbor Commission*, for a term to expire in December 2023.

CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date:

4/8/2021

Name:

WILLIAM A. MACKEIL

Street Address:

651 POOL STREET

BIDDEFORD ME 04006

Mailing Address:
(if different)

Phone Number(s):

207-272-0533

Email Address:

billmdbi@gmail.com

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

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

CITY OF BIDDEFORD
Committee Application

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

Harbor Commission 2012 - 2020

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

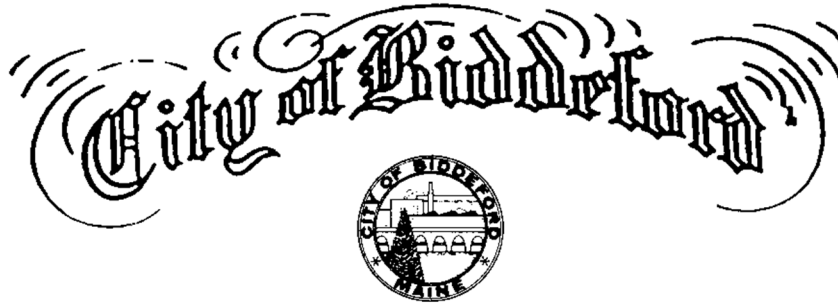
MAINE MARITIME ACADEMY 1984
B.S. MARINE ENGINEERING

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

CONTINUED ACCESS TO RIVER/OCEANFRONT
FOR GENERAL PUBLIC

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

Mark A. Murphy



IN BOARD OF CITY COUNCIL... APRIL 20, 2021
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
appoint:

Lisa Brunelle
141 West Street
Ward 3

to the *Solid Waste Management Commission*, for a term to expire in December 2024.

CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date: _____

Name: _____

Street Address: _____

Mailing Address:
(if different) _____

Phone Number(s): _____

Email Address: _____

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

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

CITY OF BIDDEFORD
Committee Application

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

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

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

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