

City of Biddeford
City Council
April 02, 2019 6:00 PM Council Chambers

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Adjustment(s) to Agenda**
 - 3.a. ADD: 2019.35) Authorization/Preparation of ADA Access and Easement Agreement and Credit Enhancement with Riverdam, LLC
- 4. Public Hearing**
 - 4.a. Liquor License: Part & Parcel
[4-02-2019 Liquor License-Part and Parcel.pdf](#)
- 5. Liquor License Consideration**
 - 5.a. Part & Parcel
[4-02-2019 Liquor License-Part and Parcel.pdf](#)
- 6. Proclamations:**
 - 6.a. Public Safety Telecommunications Week - April 14th - 20th
[4-02-2019 Proc-Public Safety Telecommunications Week-PDF.pdf](#)
 - 6.b. Autism Awareness Month - April 2019
[4-02-2019 Proc-Autism Awareness-PDF.pdf](#)
- 7. Presentation:**
 - 7.a. Update: LHL Holdings (Lincoln Mill) Construction
- 8. Consideration of Minutes:**
 - 8.a. March 19, 2019 Council Meeting Minutes
[3-19-2019 Council Meeting Minutes.docx](#)
- 9. Second Readings:**
 - 9.a. 2019.21) Amendment/Land Development Regulations/Expand MSRD-2 District into R-2 District
[3-19-2019 Zoning - R-2 to MSRD-2-Historic Districts-ORDER.docx](#)
[3-19-2019 R2 to MSRD2 - MEMO.pdf](#)
[3-19-2019 R2 to MSRD2 Packet Info.pdf](#)
 - 9.b. 2019.22) Amendment/Land Development Regulations/Changes Existing R-2 District to a B-1 District
[3-19-2019 R2 to B1 - ORDER.docx](#)
[3-19-2019 R2 to B1 - MEMO.pdf](#)
[3-19-2019 R2 to B1 Packet Info.pdf](#)
- 10. Orders of the Day:**
 - 10.a. 2019.27) Amendment/Ch. 10, Animals/Art. I - In General and Art. II - Dogs/Various Amendments
[4-02-2019 Ch. 10-Dogs-various amendments.doc](#)
 - 10.b. 2019.28) Amendment/Ch. 46, Parks and Recreation/Sec. 46-13 - Park operating

- policy/Add Use for Horses
[4-02-2019 Parks and Recreation-Horses on the beach.docx](#)
- 10.c. 2019.29) Amendment/Ch. 58, Solid Waste/Add New Article IV - Single Use Carry-Out Bags
[4-02-2019 Ch 58-Single Use Carry-Out Bags.doc](#)
[4-02-2019 Letter to Stores-Use of Plastic Bags.pdf](#)
[4-02-2019 Single Use Carry-Out Bags - additional info.pdf](#)
- 10.d 2019.30) Amendment/Ch. 2, Administration/Art. V - Finance/Sec. 2-336 - Competitive sealed bidding
[4-02-2019 Ch 2 -Competitive Sealed Bidding.doc](#)
- 10.e. 2019.31) Authorization/Master Plan Development Agreement with BE Fidler, LLC for 3 Lincoln Street Property
[20190402 BE Fidler, LLC Master Plan Development Agreement - 3 Lincoln St 2019.31 - ORDER](#)
[20190402 BE Fidler, LLC Master Plan Development Agreement Briefing Memo.docx](#)
[BE Fidler Master Plan Development Agreement.docx](#)
- 10.f. 2019.32) Authorization/Predevelopment Agreement with Treadwell Franklin Infrastructure Capital Partners/James W. Sewall Co.
[20190402 PDA, Biddeford Innovation, Inc - TFIC-Sewall Co 2019.32 - ORDER.docx](#)
[20190402 PDA - TFIC-Sewall Co Briefing Memo.docx](#)
[4-02-2019 TFIC Sewall Preliminary Development Agreement.pdf](#)
[4-02-2019 TFIC Sewall Summary Document.pdf](#)
[Latest Garage Rendering.jpg](#)
- 10.g. 2019.33) Authorization/Design for Parking Garage Phase II
[20190401 Authorization for Design of Garage PhaseII 2019.33 - ORDER.docx](#)
[20190401 Parking Garage Phase II Memo - Final.pdf](#)
- 10.h. 2019.34) Authorization/Proceed with Garage Permitting
[20190402 Authorization for Garage Permitting 2019.34 - ORDER.docx](#)
[20190402 Garage Permitting Briefing Memo.docx](#)
- 10.i. 2019.35) Authorization/Preparation of ADA Access and Easement Agreement and Credit Enhancement with Riverdam, LLC
[4-02-2019 Riverdam Access-Credit Enhancement-ORDER.doc](#)
[20190401 Riverdam Access Credit Enhancement Briefing Memo 1.docx](#)
[20190401 Riverdam Access Credit Enhancement Briefing Memo 2.pdf](#)
[Riverdam Concept.pdf](#)
[Riverdam Demolition Area and RiverWalk.pdf](#)
11. **Public Addressing the Council..(5 minute limit per speaker; 30 minute total time limit)**
12. **City Manager Report**
13. **Other Business**
14. **Council President Addressing the Council**
15. **Mayor Addressing the Council**
16. **Adjourn**

* Adding liquor lic.

pd \$160.00

3/20/19

\$10.00 application fee is applicable to all NEW businesses

\$60.00 advertising fee for new liquor license applications is an up-front charge

City of Biddeford
BUSINESS LICENSE APPLICATION

BUSINESS NAME: Part & Parcel

Business Address: 17 Alfred Street, #102 Map _____ Lot _____

Mailing Address: 17 Alfred Street, Biddeford ME 04005

Business Telephone Number: 207.494.8376

Email Address: info@partandparcelme.com

OWNER/OPERATOR: Danielle O'Neill / Alison Preble

Home Physical Address: 38 South Street, Biddeford ME 04005

Home Mailing Address: 38 South Street Biddeford ME 04005

Home Telephone Number: 857.294.6872

Applicant(s) Date of Birth: 2/8/86 - 7/4/92

Danielle O'Neill

2/25/19

Applicant's Signature

Date

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

TYPES OF ENTERTAINMENT:

\$150.00 (single/multiple events)

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

☐ Playhouse/Play

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

\$150.00 (annual)

- ☐ Public Firing Range
- ☐ Bottle Club

AUTOMOBILE REPAIR AND/OR GRAVEYARD:

- ☐ Automobile Repair Garage for maintenance
- ☐ Automobile Graveyard

\$75.00

\$200.00

PLACES/DEALERS IN PRODUCTS:

\$200.00

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

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

*\$10.00 application fee is applicable to all NEW businesses
\$60.00 advertising fee for new liquor license applications is an up-front charge*

PAWNBROKER: **\$200.00**

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

ICE CREAM TRUCK VENDOR **\$75.00**

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

VENDING ON WATERWAYS **\$100.00**

OPERATING LICENSE:

- ☐ Victualer (no alcohol)-State Cert. Required **\$75.00**
- ☒ Victualer serving beer and/or wine-State Cert. Required **\$100.00**
- ☐ Victualer serving beer, wine and/or liquor **\$150.00**
State Cert. Required
- ☐ Taxicab, motorbus, public automobile **\$50.00**
(plus \$20.00 per vehicle)
- ☐ Massage Establishment/Therapist **\$100.00**
- ☐ Combined Massage Establishment/Massage Therapist **\$150.00**
- ☐ Adult Business **\$2,000.00**
- ☐ Sludge Disposal **\$50.00**

MISCELLANEOUS:

- ☒ Advertising (for liquor licenses) **\$60.00**
- ☐ Newspaper Vending Machines (per machine) **\$10.00**
- ☐ Video Game Devices (up to a max of \$50.00) **\$10.00 (each machine)**

New Business License Application Disclosure: By submitting, signing and paying the applicable \$10.00 application fee (and \$60.00 advertising, when applicable), the issuance of business license in the City of Biddeford is not guaranteed. You will be required to pay the full business license fee(s) once departmental reviews have been completed and an Occupancy Permit has been issued by the Code Enforcement Office.

CITY COUNCIL APPROVAL DATE (if applicable): _____

CODE ENFORCEMENT APPROVAL: _____

(Occupancy Permit Issued)

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

BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008 (Regular Mail)
10 WATER STREET, HALLOWELL, ME 04347 (Overnight Mail)
TEL: (207) 624-7220 FAX: (207) 287-3434
EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	
Good SOS & DBA: YES ☐ NO ☐	

PRESENT LICENSE EXPIRES: _____

NEW application: ☒ Yes ☐ No

If business is NEW or under new ownership, indicate starting date: _____

Requested inspection (New Licensees/ Ownership Changes Only) Date : Anytime Business hours: 6:30a - 6:30p 7 days

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ VINOUS ☐ SPIRITUOUS

INDICATE TYPE OF LICENSE:

- ☒ RESTAURANT (Class I,II,III,IV) ☐ RESTAURANT/LOUNGE (Class XI) ☐ CLASS A LOUNGE (Class X)
☐ HOTEL (Class I,II,III,IV) ☐ HOTEL, FOOD OPTIONAL (Class I-A) ☐ BED & BREAKFAST (Class V)
☐ GOLF COURSE (Class I,II,III,IV) ☐ TAVERN (Class IV) ☐ QUALIFIED CATERING
☐ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>Part & Parcel</u>			Business Name (D/B/A) <u>Part & Parcel</u>		
APPLICANT(S) - (Sole Proprietor) <u>Danielle O'Neill</u>		DOB: <u>2/8/86</u>	Physical Location: <u>17 Alfred St</u>		
<u>Alison Preble</u>		DOB: <u>7/4/92</u>	City/Town <u>Biddeford</u>	State <u>ME</u>	Zip Code <u>04005</u>
Address <u>38 South St.</u>			Mailing Address <u>17 Alfred St.</u>		
City/Town <u>Biddeford</u>	State <u>ME</u>	Zip Code <u>04005</u>	City/Town <u>Biddeford</u>	State <u>ME</u>	Zip Code <u>04005</u>
Telephone Number <u>857 24 6892</u>		Fax Number <u>N/A</u>	Business Telephone Number <u>207 494 8376</u>		Fax Number
Federal I.D. # <u>82-1312958</u>			Seller Certificate #: or Sales Tax #: <u>11866655</u>		
Email Address: Please Print <u>info@partandparcelme.com</u>			Website: <u>partandparcelme.com</u>		

- If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: _____
- State amount of gross income from period of last license: (off. premise)
 ROOMS \$ _____ FOOD \$ 135,815 LIQUOR \$ 30,000
- Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐
 If Yes, please complete the Corporate Information required for Business Entities who are licensees.
- Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒

5. Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No (Use an additional sheet(s) if necessary.) If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

License # _____ Name of Business _____

Physical Location _____ City / Town _____

6. If manager is to be employed, give name: _____

7. Business records are located at: 17 Alfred St, Biddeford ME 04005

8. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐

9. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐

10. List name, date of birth, and place of birth for all applicants, managers, and bar managers.

Full Name (Please Print)	DOB	Place of Birth
Danielle O'Neill	2/8/86	Bangor ME
Alison Preble	7/4/92	Newport RI
11. Residence address on all of the above for previous 5 years (Limit answer to city & state)		
Name: Danielle O'Neill	City: Biddeford	State: ME
Name: Alison Preble	City: Biddeford	State: ME
Name: _____	City: _____	State: _____

12. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☐ NO ☒

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____ (use additional sheet(s) if necessary)

13. Will any law enforcement official benefit directly in your license, if issued?

Yes ☐ No ☒ If Yes, give name: _____

14. Has/have applicant(s) formerly held a Maine liquor license? YES ☒ NO ☐

15. Does/do applicant(s) own the premises? Yes ☐ No ☒ If No give name and address of owner: _____

Seth Harkness, 25 Summer St. Portland ME

16. Describe in detail the premises to be licensed: (On Premise Diagram Required) Enclosed Patio and Patio space in back of building and at tables in indoor eating area.

17. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES ☒ NO ☐ Applied for: _____

18. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? School Imi Church, 2mi

Which of the above is nearest? Church - Anchor Baptist, 107 Foss Street

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer. All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval and signatures for liquor licenses prior to submitting them to the bureau.

All fees must accompany application, make check payable to the **Treasurer, State of Maine.**

This application must be completed and signed by the Town or City and mailed to:
Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, ME 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.

TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:

Hereby certify that we have complied with Section 653 of Title 28-A Maine Revised Statutes and hereby approve said application.

Dated at: _____, Maine _____
City/Town (County)

On: _____
Date

The undersigned being: ☐ Municipal Officers ☐ County Commissioners of the
☐ City ☐ Town ☐ Plantation ☐ Unincorporated Place of: _____, Maine

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§653. Hearings; bureau review; appeal

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

A. The bureau shall prepare and supply application forms. [1993, c. 730, §27 (AMD).]

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c. 140, §4 (AMD).]

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application. [2003, c. 213, §1 (AMD).]



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

**Corporate Information Required for
Business Entities Who Are Licensees**

For Office Use Only:

License #: _____

SOS Checked: _____

100% Yes ☐ No ☐

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752.

Please clearly complete this form in its entirety.

1. Exact legal name: Part & Parcel
2. Doing Business As, if any: _____
3. Date of filing with Secretary of State: 4/28/17 State in which you are formed: ME
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
Danielle O'Neill	38 South St. Bridgford ME 04005	2/8/86	Owner	50
Alison Preble	"	7/4/92	Owner	50
Danielle O'Neill	41 Franklin St. Bridgford ME 04005	2/8/86	Owner	50
Alison Preble	"	7/4/92	Owner	50

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

6. If Co-Op # of members: _____ (list primary officers in the above boxes)

7. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States? ☐ Yes ☒ No

8. If Yes to Question 8, please complete the following: (attached additional sheets as needed)

Name: _____

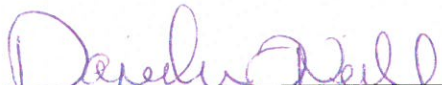
Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:

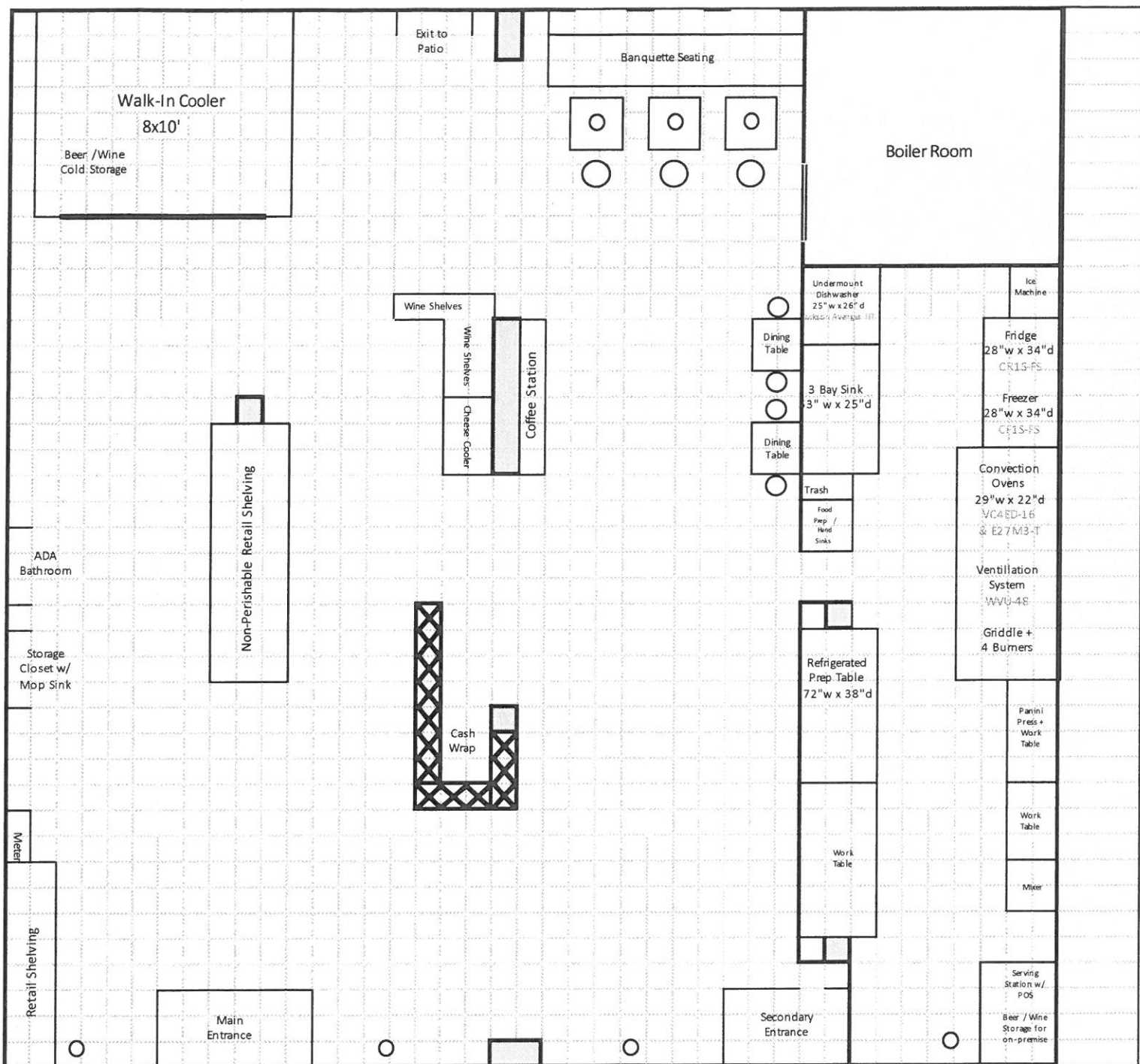

Signature of Owner or Corporate Officer

3/20/19
Date


Print Name of Owner or Corporate Officer

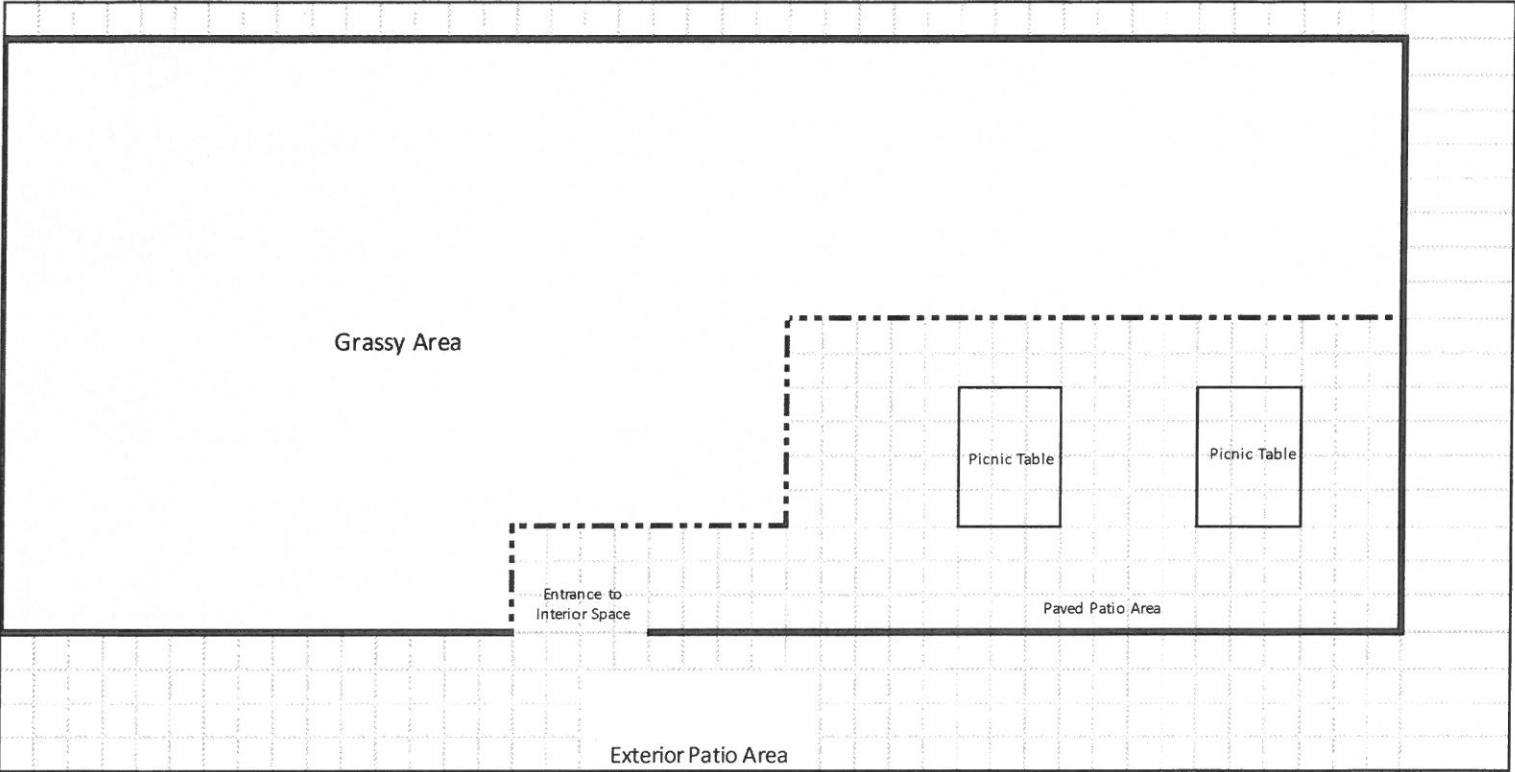
Submit Completed Forms to:

Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, Me 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov



1 Square = 1sqft

Interior Diagram



* Adding liquor lic.

pd \$160.00

3/20/19

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City of Biddeford
BUSINESS LICENSE APPLICATION

BUSINESS NAME: Part & Parcel

Business Address: 17 Alfred Street, #102 Map _____ Lot _____

Mailing Address: 17 Alfred Street, Biddeford ME 04005

Business Telephone Number: 207.494.8376

Email Address: info@partandparcelme.com

OWNER/OPERATOR: Danielle O'Neill / Alison Preble

Home Physical Address: 38 South Street, Biddeford ME 04005

Home Mailing Address: 38 South Street Biddeford ME 04005

Home Telephone Number: 857.294.6872

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Danielle O'Neill

2/25/19

Applicant's Signature

Date

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

TYPES OF ENTERTAINMENT:

\$150.00 (single/multiple events)

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

☐ Playhouse/Play

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

\$150.00 (annual)

- ☐ Public Firing Range
- ☐ Bottle Club

AUTOMOBILE REPAIR AND/OR GRAVEYARD:

- ☐ Automobile Repair Garage for maintenance
- ☐ Automobile Graveyard

\$75.00

\$200.00

PLACES/DEALERS IN PRODUCTS:

\$200.00

- ☐ Secondhand Dealers
- ☐ Dealers in gold jewelry, etc.
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PAWNBROKER: **\$200.00**

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

ICE CREAM TRUCK VENDOR **\$75.00**

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

VENDING ON WATERWAYS **\$100.00**

OPERATING LICENSE:

- ☐ Victualer (no alcohol)-State Cert. Required **\$75.00**
- ☒ Victualer serving beer and/or wine-State Cert. Required **\$100.00**
- ☐ Victualer serving beer, wine and/or liquor **\$150.00**
State Cert. Required
- ☐ Taxicab, motorbus, public automobile **\$50.00**
(plus \$20.00 per vehicle)
- ☐ Massage Establishment/Therapist **\$100.00**
- ☐ Combined Massage Establishment/Massage Therapist **\$150.00**
- ☐ Adult Business **\$2,000.00**
- ☐ Sludge Disposal **\$50.00**

MISCELLANEOUS:

- ☒ Advertising (for liquor licenses) **\$60.00**
- ☐ Newspaper Vending Machines (per machine) **\$10.00**
- ☐ Video Game Devices (up to a max of \$50.00) **\$10.00 (each machine)**

New Business License Application Disclosure: By submitting, signing and paying the applicable \$10.00 application fee (and \$60.00 advertising, when applicable), the issuance of business license in the City of Biddeford is not guaranteed. You will be required to pay the full business license fee(s) once departmental reviews have been completed and an Occupancy Permit has been issued by the Code Enforcement Office.

CITY COUNCIL APPROVAL DATE (if applicable): _____

CODE ENFORCEMENT APPROVAL: _____

(Occupancy Permit Issued)

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

BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008 (Regular Mail)
10 WATER STREET, HALLOWELL, ME 04347 (Overnight Mail)
TEL: (207) 624-7220 FAX: (207) 287-3434
EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	
Good SOS & DBA: YES ☐ NO ☐	

PRESENT LICENSE EXPIRES: _____

NEW application: ☒ Yes ☐ No

If business is NEW or under new ownership, indicate starting date: _____

Requested inspection (New Licensees/ Ownership Changes Only) Date : Anytime Business hours: 6:30a - 6:30p 7 days

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ VINOUS ☐ SPIRITUOUS

INDICATE TYPE OF LICENSE:

- ☒ RESTAURANT (Class I,II,III,IV) ☐ RESTAURANT/LOUNGE (Class XI) ☐ CLASS A LOUNGE (Class X)
☐ HOTEL (Class I,II,III,IV) ☐ HOTEL, FOOD OPTIONAL (Class I-A) ☐ BED & BREAKFAST (Class V)
☐ GOLF COURSE (Class I,II,III,IV) ☐ TAVERN (Class IV) ☐ QUALIFIED CATERING
☐ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>Part & Parcel</u>			Business Name (D/B/A) <u>Part & Parcel</u>		
APPLICANT(S) - (Sole Proprietor) <u>Danielle O'Neill</u>		DOB: <u>2/8/86</u>	Physical Location: <u>17 Alfred St</u>		
<u>Alison Peble</u>		DOB: <u>7/4/92</u>	City/Town <u>Biddeford</u>	State <u>ME</u>	Zip Code <u>04005</u>
Address <u>38 South St.</u>			Mailing Address <u>17 Alfred St.</u>		
City/Town <u>Biddeford</u>	State <u>ME</u>	Zip Code <u>04005</u>	City/Town <u>Biddeford</u>	State <u>ME</u>	Zip Code <u>04005</u>
Telephone Number <u>857 24 6892</u>		Fax Number <u>N/A</u>	Business Telephone Number <u>207 494 8376</u>		Fax Number
Federal I.D. # <u>82-1312958</u>			Seller Certificate #: or Sales Tax #: <u>11866655</u>		
Email Address: Please Print <u>info@partandparcelme.com</u>			Website: <u>partandparcelme.com</u>		

1. If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: _____

2. State amount of gross income from period of last license: (off. premise)
 ROOMS \$ _____ FOOD \$ 135,815 LIQUOR \$ 30,000

3. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐
 If Yes, please complete the Corporate Information required for Business Entities who are licensees.

4. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒

5. Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No (Use an additional sheet(s) if necessary.) If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

License # _____ Name of Business _____

Physical Location _____ City / Town _____

6. If manager is to be employed, give name: _____

7. Business records are located at: 17 Alfred St, Biddeford ME 04005

8. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐

9. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐

10. List name, date of birth, and place of birth for all applicants, managers, and bar managers.

Full Name (Please Print)	DOB	Place of Birth
Danielle O'Neill	2/8/86	Bangor ME
Alison Preble	7/4/92	Newport RI
11. Residence address on all of the above for previous 5 years (Limit answer to city & state)		
Name: Danielle O'Neill	City: Biddeford	State: ME
Name: Alison Preble	City: Biddeford	State: ME
Name: _____	City: _____	State: _____

12. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☐ NO ☒

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____ (use additional sheet(s) if necessary)

13. Will any law enforcement official benefit directly in your license, if issued?

Yes ☐ No ☒ If Yes, give name: _____

14. Has/have applicant(s) formerly held a Maine liquor license? YES ☒ NO ☐

15. Does/do applicant(s) own the premises? Yes ☐ No ☒ If No give name and address of owner: _____

Seth Harkness, 25 Summer St. Portland ME

16. Describe in detail the premises to be licensed: (On Premise Diagram Required) Enclosed Patio and Patio space in back of building and at tables in indoor eating area.

17. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES ☒ NO ☐ Applied for: _____

18. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? School Imi Church, 2mi

Which of the above is nearest? Church - Anchor Baptist, 107 Foss Street

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer. All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval and signatures for liquor licenses prior to submitting them to the bureau.

All fees must accompany application, make check payable to the **Treasurer, State of Maine.**

This application must be completed and signed by the Town or City and mailed to:
Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, ME 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.

TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:

Hereby certify that we have complied with Section 653 of Title 28-A Maine Revised Statutes and hereby approve said application.

Dated at: _____, Maine _____
City/Town (County)

On: _____
Date

The undersigned being: ☐ Municipal Officers ☐ County Commissioners of the
☐ City ☐ Town ☐ Plantation ☐ Unincorporated Place of: _____, Maine

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§653. Hearings; bureau review; appeal

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

A. The bureau shall prepare and supply application forms. [1993, c. 730, §27 (AMD).]

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c. 140, §4 (AMD).]

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application. [2003, c. 213, §1 (AMD).]



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

**Corporate Information Required for
Business Entities Who Are Licensees**

For Office Use Only:

License #: _____

SOS Checked: _____

100% Yes ☐ No ☐

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752.

Please clearly complete this form in its entirety.

1. Exact legal name: Part & Parcel
2. Doing Business As, if any: _____
3. Date of filing with Secretary of State: 4/28/17 State in which you are formed: ME
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
Danielle ONeill	38 South St. Briddeford ME 04005	2/8/86	Owner	50
Alison Preble	"	7/4/92	Owner	50
Danielle ONeill	41 Franklin St. Briddeford ME 04005	2/8/86	Owner	50
Alison Preble	"	7/4/92	Owner	50

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

6. If Co-Op # of members: _____ (list primary officers in the above boxes)

7. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States? ☐ Yes ☒ No

8. If Yes to Question 8, please complete the following: (attached additional sheets as needed)

Name: _____

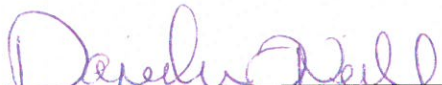
Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:

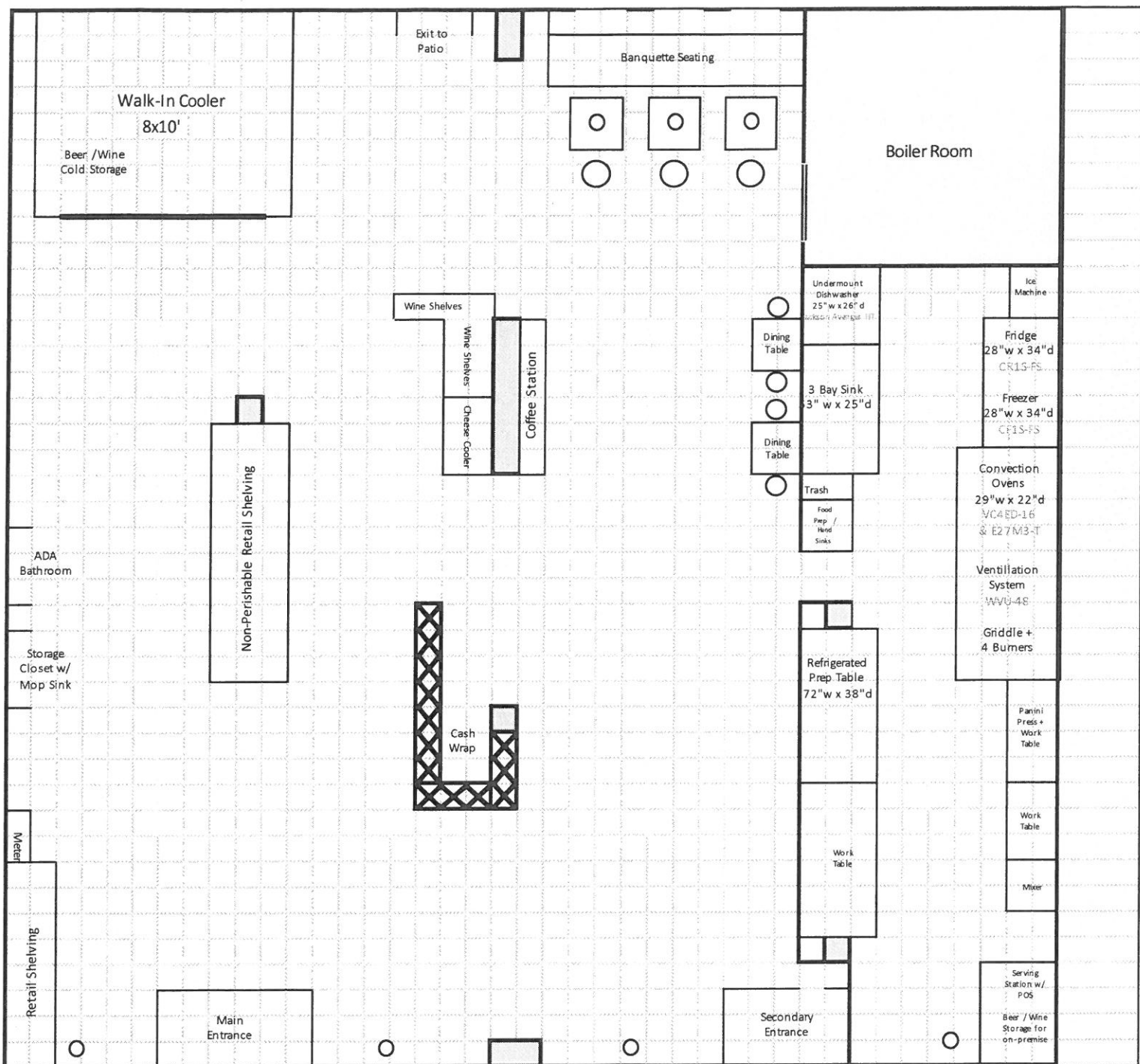

Signature of Owner or Corporate Officer

3/20/19
Date


Print Name of Owner or Corporate Officer

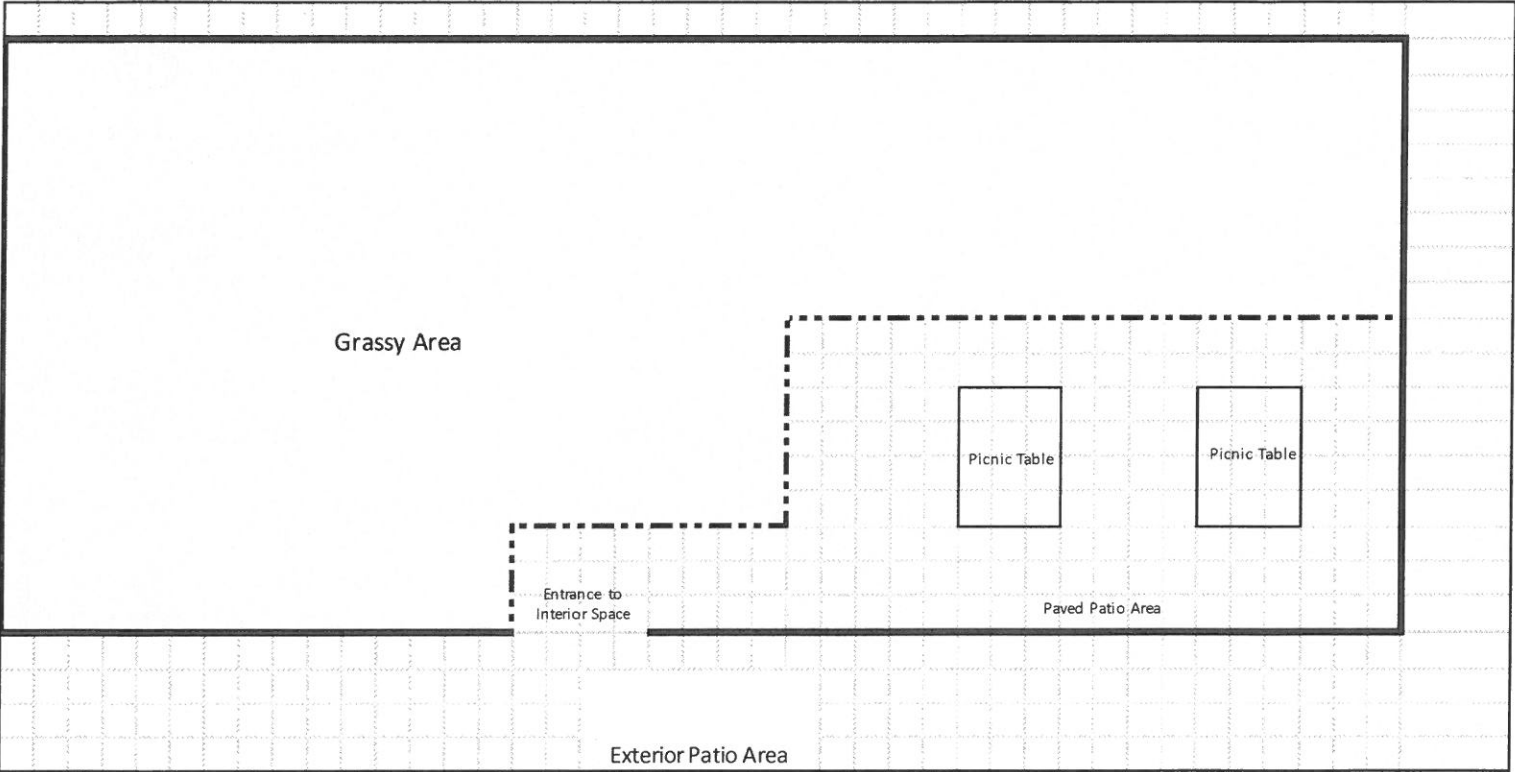
Submit Completed Forms to:

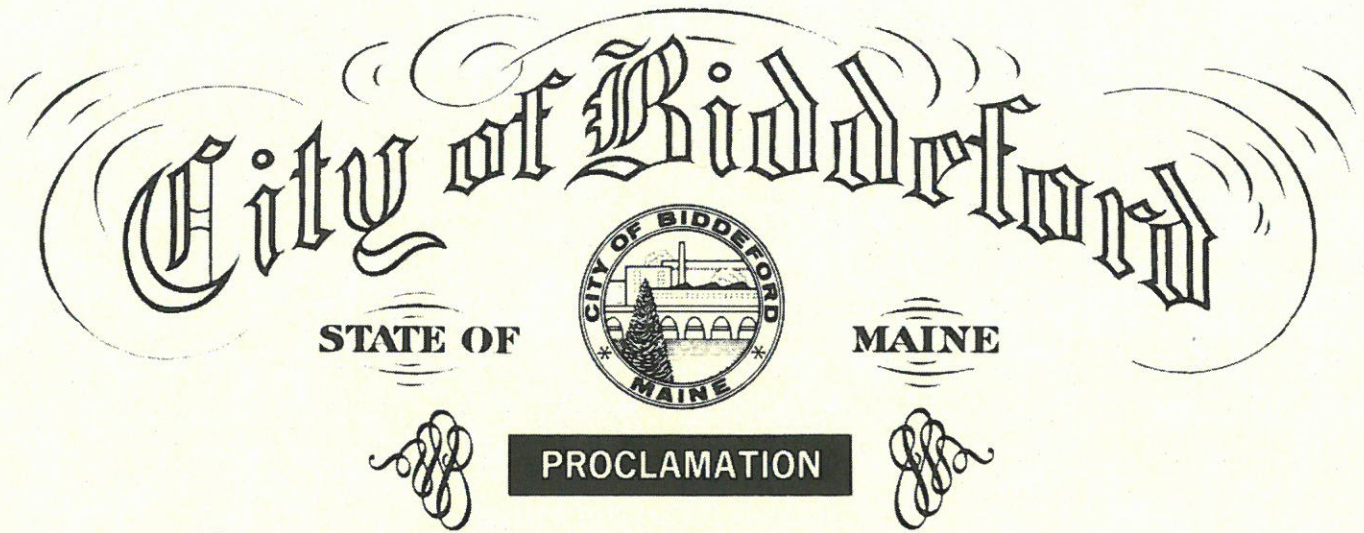
Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, Me 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov



1 Square = 1sqft

Interior Diagram





Whereas The United States Congress recognizes the 3rd week of April as "National Public Safety Telecommunications Week"; and

WHEREAS, over 500,000 dedicated men and women are engaged in the operation of emergency response systems for federal, state, county and local governmental entities throughout the United States; and

WHEREAS, these unseen first responders are responsible for responding to the telephone calls of the general public for police, fire and emergency medical assistance and for dispatching assistance to help save the lives and property of our citizens; and

WHEREAS, Americans place their trust in these individuals, not just during this week, but every day of the year, and rely on their knowledge and professionalism as they make critical decisions, obtain information and quickly dispatch needed help; and

WHEREAS, the calls for help include not only police, fire and emergency medical service calls, but those governmental communications related to natural disasters, forestry and conservation operations, highway safety and maintenance activities and all other operations that modern governmental agencies must conduct; and

NOW THEREFORE, WE, the Mayor and City Council of the City of Biddeford do hereby proclaim the week of April 14th through 20th as **Public Safety Telecommunications Week** in the City of Biddeford; and urge all citizens to show appreciation to all these unseen first responders for our community.

In Witness Whereof, We, the undersigned have herewith affixed our signatures this 2nd day of April 20 19

Carmen J. Mon

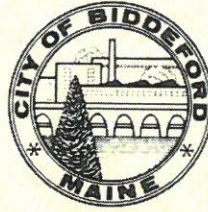
City Clerk



Mayor

City of Biddeford

STATE OF



MAINE

PROCLAMATION

Whereas autism is a spectrum disorder, which means no 2 people with autism are affected the same way, and it is a complex developmental disability that usually appears during the first 3 years of life and results in a neurological disorder that affects the functioning of the brain and social interaction and communication skills; and

WHEREAS, in the United States, one in 59 children is diagnosed with this spectrum disorder and prevalence has increased 30 % since the United States Centers for Disease Control and Prevention's study in 2008; and

WHEREAS, autism knows no racial, ethnic or social boundaries and neither income nor lifestyle nor education affects its occurrence and it is estimated that more than 3,500,000 people live with autism spectrum disorder in the United States; and

WHEREAS, autism costs the United States over \$236, 000,000,000 in annual health care costs, most of which are in adult services, and these costs are anticipated to increase; and

WHEREAS, while a single specific cause of autism is not known, current research links it to biological or neurological differences in the brain, and outdated theories and myths, such as autism being a mental illness, have been proven to be false; and

WHEREAS, with support. People with autism can live full lives and make meaningful contributions to society; now, therefore,

BE IT RESOLVED that we, the Members of the Biddeford City Council, on behalf of the citizens of Biddeford, pause to acknowledge that the month of **April 2019** is **Autism Awareness Month** and to pledge our support and encouragement to all those affected by autism.

*In Witness Whereof, We, the undersigned have herewith
affixed our signatures this 2nd day of April 2019*

Carmen J. Moran
City Clerk



Mayor

**COUNCIL MEETING
MARCH 19, 2019**

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

Roll Call: Michael Swanton, John McCurry, Jr., Stephen St. Cyr, Robert Quattrone, Jr., Amy Clearwater, Norman Belanger, Michael Ready, Laura Seaver, Marc Lessard

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

Adjustments to the Agenda:

- Add Executive Session:
 - o 1 MRSA 405(6)(D)...Labor Contract Negotiations
 - o 1 MRSA 405(6)(C)...Real Estate Matter

Presentation: Police Department Annual Report

Police Chief, Roger Beaupre gave an overview of the activities of the Police Department in 2018, which included earning national accreditation from the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA). He touched on statistics concerning police arrests, use of force, domestic violence, traffic violations, animal control calls, calls handled by dispatch and the department's involvement in Opioid cases. The full report can be found on the City's website on the Police Department's page.

Presentation: FY20 School Department Budget

Superintendent of Schools, Jeremy Ray presented the highlights of the upcoming proposed FY20 School Department Budget. He noted that one of the major factors that drives the school budget each year is the City's valuation, which plays into the State formula when determining the State Subsidy for Schools. Mr. Ray touched on other factors that are considered when putting together the School Department budget, such as school enrollment numbers, CIP items, child and family homelessness, working with children whose primary language is not English, transportation costs and more.

The School Committee is currently working through the budget process and will have a final proposed School Department budget for Council consideration in a few weeks.

Consideration of Minutes: **March 5, 2019; March 14, 2019**

Motion by Councilor McCurry, seconded by Councilor Clearwater to accept the March 5, 2019 minutes.

Councilor Swanton pointed out a correction, which will be made.

Vote on minutes as amended: Unanimous.

Motion by Councilor McCurry, seconded by Councilor Clearwater to accept the March 14, 2019 minutes.

Vote: Unanimous.

Second Reading:

(For a copy of the ordinance amendment and first reading, see the Council Meeting minutes of March 5, 2019)

**2019.12) Amendment/Ch. 58, Solid Waste/Sec. 58-64-Large item and recycling programs/
Add Disposal Fees**

Motion by Councilor Ready, seconded by Councilor Clearwater to remove the ordinance amendment from the table.

Vote: Unanimous.

Motion by Councilor Seaver, seconded by Councilor Clearwater to amend the ordinance, Sec. 58-64 (a) by adding back "**grass clippings, brush and braches.**"

Vote: Unanimous.

Vote on ordinance, as amended: 7/2 Councilors Ready and McCurry opposed.
Councilors Swanton, St. Cyr, Quattrone, Clearwater, Belanger, Seaver and Lessard in favor.
2nd Reading carries.

Orders of the Day:

2019.21

IN BOARD OF CITY COUNCIL..MARCH 19, 2019

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),
be amended to expand the MSRD-2 District as depicted on the attached map.**

AND BE IT FURTHER ORDAINED, that the following be amended:

Part III (Land Development Regulations), Article XV (Historic Preservation Ordinance), Section 5 (Historic districts and historic landmarks designated) be amended as follows:

The following described lands, buildings, structures, or areas of the City of Biddeford are designated as historic districts or historic landmarks:

A. Districts:

1. Downtown Historic District, as defined by the MSRD-1 Zone.
2. Mill Area Historic District, as defined by the MSRD-3 Zone, except for those lands located northwest of Elm Street.
3. Mixed Residential Historic District, as defined by the MSRD-2 Zone as depicted on the Official Zoning Map in effect on June 9, 2011.

NOTE 1: **The Planning Board held a duly noticed Public Hearing on this item (at the request of the City Council) and voted 4-0 to recommend this amendment be approved by the City Council along with the recommended HPO Amendment.**

NOTE 2: **The Planning Board's recommendation is based on the recommended HPO amendment also being adopted. It is unlikely the Board would have recommended this amendment pass at this time if not for the HPO amendment.**

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

Vote: Unanimous.

2019.22

IN BOARD OF CITY COUNCIL..MARCH 19, 2019

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),
be amended to change the existing R-2 District to a B-1 District as depicted on the attached map.**

NOTE 1: **The Planning Board held a duly noticed Public Hearing on this item (at the request of the City Council) and voted 3-2 to recommend this amendment be approved by the City Council.**

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

Motion by Councilor Swanton, seconded by Councilor Lessard to amend the ordinance by specifying that only the property located at 48 Elm Street (Map 40, Lot 35) be changed from the R-2 District to the B-1 District.

Motion was withdrawn.

Motion by Councilor Swanton, seconded by Councilor Clearwater to amend the ordinance by changing the existing B-1 District to extend across Maple Street and encompass the property known as 48 Elm Street (Map 40, Lot 35) located between Maple Street and Pine Street, and extending along the common boundary of said property and Pine Street and continuing across Elm Street.

Vote on amendment: 8/1; Councilor Lessard opposed.

Councilors Swanton, McCurry, St. Cyr, Quattrone, Clearwater, Belanger, Ready and Seaver in favor. Motion carries.

Vote on first reading, as amended: Unanimous.

2019.23 IN BOARD OF CITY COUNCIL..MARCH 19, 2019

BE IT ORDERED that the City Council does hereby request the Planning Board to conduct a Public Hearing and make recommendations to the City Council regarding proposed amendments to the Zoning Ordinance as outlined below.

Part III (Land Development Regulations), Article III (Official Zoning Map), is amended to rezone the area depicted on the attached map from R-1-A to B-2.

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

Vote: Unanimous.

2019.24 IN BOARD OF CITY COUNCIL...MARCH 19, 2019

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve the proposal to establish a *Biddeford Youth Advisory Council*.

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

Vote: 7/2; Councilors Quattrone and Swanton opposed.

Councilors McCurry, St. Cyr, Clearwater, Belanger, Ready, Seaver and Lessard in favor.

Motion carries.

2019.25 IN BOARD OF CITY COUNCIL...MARCH 19, 2019

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Assessor to abate \$4,420.34 for the fiscal year 2018 for property located at 6 Old Dogs Way.

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

Vote: 7/2; Councilors Quattrone and St. Cyr opposed.

Councilors Swanton, McCurry, Clearwater, Belanger, Ready, Seaver and Lessard in favor.

Motion carries.

2019.26 IN BOARD OF CITY COUNCIL..MARCH 19, 2019

BE IT ORDERED, that the City of Biddeford has acquired the following properties by virtue of tax lien foreclosures:

1. 587 South Street, Map 1, Lot 19
2. 15 Andrew's Road, Map 2, Lot 5-4
3. West Street (Off Of), Map 3, Lot 40-5
4. 223 River Road, Map 6, Lot 14-2
5. 448 Alfred Street, Map 20, Lot 52
6. Main Street (Off Of), Map 40, Lot 74
7. ~~8 Pierson's Lane, Map 41, Lot 126~~

The City Council hereby directs that the City hold title to the above listed properties and directs the tax assessor to revise the property tax cards to list the City of Biddeford as record owner of the properties. The Council further directs that unpaid taxes, interest and any associated lien fees on the properties be written off. The property will now be listed as tax acquired property as an asset.

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

Motion by Councilor McCurry, seconded by Councilor Ready to amend the order by removing #7 - 8 Pierson's Lane, Map 41, Lot 126.
Vote: Unanimous.

Motion by Councilor McCurry, seconded by Councilor Ready to allow Councilor Belanger to abstain from voting on this Order since one of the listed properties abuts his property and there is a right of way involved.
Vote: Unanimous.

Vote on order, as amended: Unanimous, with one abstention.

Appointment:

IN BOARD OF CITY COUNCIL...MARCH 19, 2019

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

**Ron Gobeil
11 Havey Avenue
Ward 4**

to the *Project Canopy Committee*, for a term to expire in December 2023.

Motion by Councilor Ready, seconded by Councilor Belanger to confirm the appointment.
Vote: Unanimous.

Public Addressing the Council...(5 minute limit per speaker; 30 minute total time limit):
One citizen addressed his comments to the Council.

City Manager Report:

City Manager, James Bennett informed the Council that he will be in Augusta tomorrow (March 20th) to testify on the revenue sharing bill at the Appropriations Committee.

Other Business:

Councilor Seaver: publicly apologized to Mr. Vincent Keely that the Council was not in attendance at the raising of the Irish Flag outside of City Hall on Sunday, St. Patrick's Day. She thanked Mr. Keely for taking it upon himself to raise the Flag.

Councilor Swanton: expressed his concern that POLCO, the company that the City has contracted with to conduct surveys on different items of local interest, asks for email addresses from participants. He fears that this may deter folks from actually using POLCO. Mr. Bennett explained that the City never gets the email information; nor is that information able to be FOAA requested.

Councilor Clearwater: attended the *Community Souper* this past Sunday and had a really good time. The event served as a fundraiser for Seeds of Hope, and she encouraged all to attend next year's event.

Council President Addressing the Council: Councilor McCurry thanked and commended both Police Chief, Roger Beaupre and School Superintendent, Jeremy Ray for their presentations during tonight's meeting. He further recognized all the City and School personnel who work so hard and thanked them for their efforts. Finally, he also thanked his fellow Councilors for their dedication to public service, which often times is thankless.

Councilor McCurry would like to look at ways to better advertise the budget process in an effort to get more of the public involved.

Mayor Addressing the Council: Mayor Casavant recently met and spoke with a 92 year old woman who shared how impressed she is with all that is going on in Biddeford; and is pleased with all the positive changes.

Mayor Casavant had lunch at Dizzy Birds and was pleased to get feedback from the owner about how great City Staff has been to work with.

Executive Session:

- **1 MRSA 405(6)(D)...Labor Contract Negotiations**
- **1 MRSA 405(6)(C)...Real Estate Matter**

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

Vote: Unanimous.

Time: 8:23 p.m.

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

Vote: Unanimous.

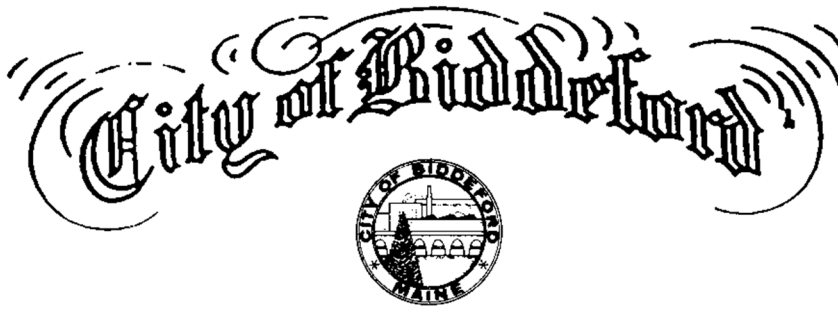
Time: 9:33 p.m.

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

Vote: Unanimous.

Time: 9:33 p.m.

Attest by: _____
Carmen J. Morris, City Clerk



2019.21

IN BOARD OF CITY COUNCIL..MARCH 19, 2019

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), be amended to expand the MSRD-2 District as depicted on the attached map.

AND BE IT FURTHER ORDAINED, that the following be amended:

Part III (Land Development Regulations), Article XV (Historic Preservation Ordinance), Section 5 (Historic districts and historic landmarks designated) be amended as follows:

The following described lands, buildings, structures, or areas of the City of Biddeford are designated as historic districts or historic landmarks:

A. Districts:

1. Downtown Historic District, as defined by the MSRD-1 Zone.
2. Mill Area Historic District, as defined by the MSRD-3 Zone, except for those lands located northwest of Elm Street.
3. Mixed Residential Historic District, as defined by the MSRD-2 Zone as depicted on the Official Zoning Map in effect on June 9, 2011.

NOTE 1: The Planning Board held a duly noticed Public Hearing on this item (at the request of the City Council) and voted 4-0 to recommend this amendment be approved by the City Council along with the recommended HPO Amendment.

NOTE 2: The Planning Board's recommendation is based on the recommended HPO amendment also being adopted. It is unlikely the Board would have recommended this amendment pass at this time if not for the HPO amendment.

March 19, 2019

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

Vote: Unanimous.



CITY OF BIDDEFORD

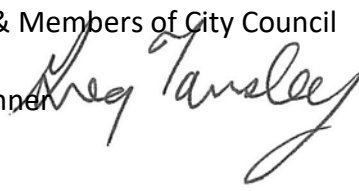
PLANNING DEPARTMENT

Greg D. Tansley, A.I.C.P.
205 Main Street
PO Box 586
Biddeford, ME 04005
(207) 284-9115

Greg.Tansley@Biddefordmaine.org

MEMORANDUM

To: Mayor Casavant
Council President McCurry & Members of City Council

From: Greg Tansley, AICP, City Planner 

Date: March 11, 2019

Re: Proposed Amendment to Expand the MSRD-2 District into the existing R-2 District between Elm Street and Alfred Street, north of Union Street to the existing MSRD-2 District, including a small area east of Alfred Street and north of Porter Street

At the request of the City Council, the Planning Board held a Public Hearing about the proposed above-mentioned amendment. I am providing this recommendation back to the City Council based on the outcome of the Public Hearing. The City Planner's Memorandum dated February 27, 2019 is provided in this packet which includes the proposed Map Amendment.

On March 6, 2019 the Planning Board held a duly noticed Public Hearing on the proposal. Following the Public Hearing the Planning Board voted 4-0 to recommend the proposed amendment be approved by the City Council, including the recommended additional amendment related to the Historic Preservation Ordinance (HPO).

STAFF NOTE: While we recognize that from time-to-time Zoning Ordinance amendments may be warranted, we are in the process of finishing the Comprehensive Plan and beginning the zoning ordinance re-write. More and more, we will want to consider incremental future Zoning Ordinance amendments (such as that originally discussed here) in the context of an overall Zoning Ordinance rewrite that is consistent with the new Comprehensive Plan. A revision of the Historic Preservation Ordinance is expected to be initiated as an outcome of the new Comprehensive Plan. This will likely involve a re-delineation of Historic District boundaries based on a new inventory (recommended) of building/structures in the Downtown Area.

Cc: M. Eddy, Economic Development Director

Encl. City Planner's Memorandum to the Planning Board dated February 27, 2019.



CITY OF BIDDEFORD

PLANNING DEPARTMENT

2019.14

Greg D. Tansley, A.I.C.P.
205 Main Street
PO Box 586
Biddeford, ME 04005
(207) 284-9115

Greg.Tansley@Biddefordmaine.org

PLANNING BOARD REPORT

TO: William Southwick, Chair & Members of the Biddeford Planning Board

FROM: Greg Tansley, AICP, City Planner

A handwritten signature in black ink, reading "Greg Tansley".

DATE: February 27, 2019

RE: NEW BUSINESS ITEM #B - 2019.14 Public Hearing, take comments, and make recommendations to the City Council regarding a proposed amendment to the Official Zoning Map to rezone the area depicted on the attached map from R-2 to MSRD-2 (at the request of the City Council).

MEETING DATE: March 6, 2019 @ 6:00 PM

At the request of the City Council, the Planning Board have been asked to hold a Public Hearing and provide a recommendation back to the City Council about expanding the MSRD-2 Zone into what is now zoned R-2. A summary of Table A (Land Uses) and Table B (Dimensional Requirements) is provided in this packet, along with a proposed MAP amendment considered by the City Council.

Upon review of the recent approved and now proposed expansions of the MSRD-2 District into other areas surrounding Downtown Biddeford, Staff are concerned that the City is also expanding the Historic District associated with the MSRD-2 District. The HPO states that if a property is zoned MSRD-2 it is in a Historic District. Here is the current language in the HPO:

Article XV (Historic Preservation Ordinance), Section 5. Historic districts and historic landmarks designated.

The following described lands, buildings, structures, or areas of the City of Biddeford are designated as historic districts or historic landmarks:

A. Districts:

1. *Downtown Historic District, as defined by the MSRD-1 Zone.*
2. *Mill Area Historic District, as defined by the MSRD-3 Zone, except for those lands located northwest of Elm Street.*
3. *Mixed Residential Historic District, as defined by the MSRD-2 Zone.*

As such, Staff are recommending that in part with this proposed amendment, if passed (or if not passed), the language in the HPO be amended as follows:

Proposed Additional Amendment:

Article XV (Historic Preservation Ordinance), Section 5: Historic districts and historic landmarks designated.

The following described lands, buildings, structures, or areas of the City of Biddeford are designated as historic districts or historic landmarks:

A. Districts:

- 1. Downtown Historic District, as defined by the MSRD-1 Zone.*
- 2. Mill Area Historic District, as defined by the MSRD-3 Zone, except for those lands located northwest of Elm Street.*
- 3. Mixed Residential Historic District, as defined by the MSRD-2 Zone as depicted on the Official Zoning Map in effect on June 9, 2011.*

STAFF NOTE: While we recognize that from time-to-time Zoning Ordinance amendments may be warranted, we are in the process of finishing the Comprehensive Plan and beginning the zoning ordinance re-write. More and more, we will want to consider incremental future Zoning Ordinance amendments (such as that originally discussed here) in the context of an overall Zoning Ordinance rewrite that is consistent with the new Comprehensive Plan. A revision of the Historic Preservation Ordinance is expected to be initiated as an outcome of the new Comprehensive Plan. This will likely involve a re-delineation of Historic District boundaries based on a new inventory (recommended) of building/structures in the Downtown Area.

SAMPLE MOTIONS:

Motion to recommend/not recommend the Zoning Change(s) pass at the City Council.

ATTACHMENTS

1. Proposed Map Amendment
2. Table A and Table B of the Zoning Ordinance Related to R-2 and MSRD-2

TABLE A: TABLE OF LAND USES

* Subject to Article VI,
 {BLANK} Not Permitted
 P Permitted
 C Conditional Use
 A Accessory Use

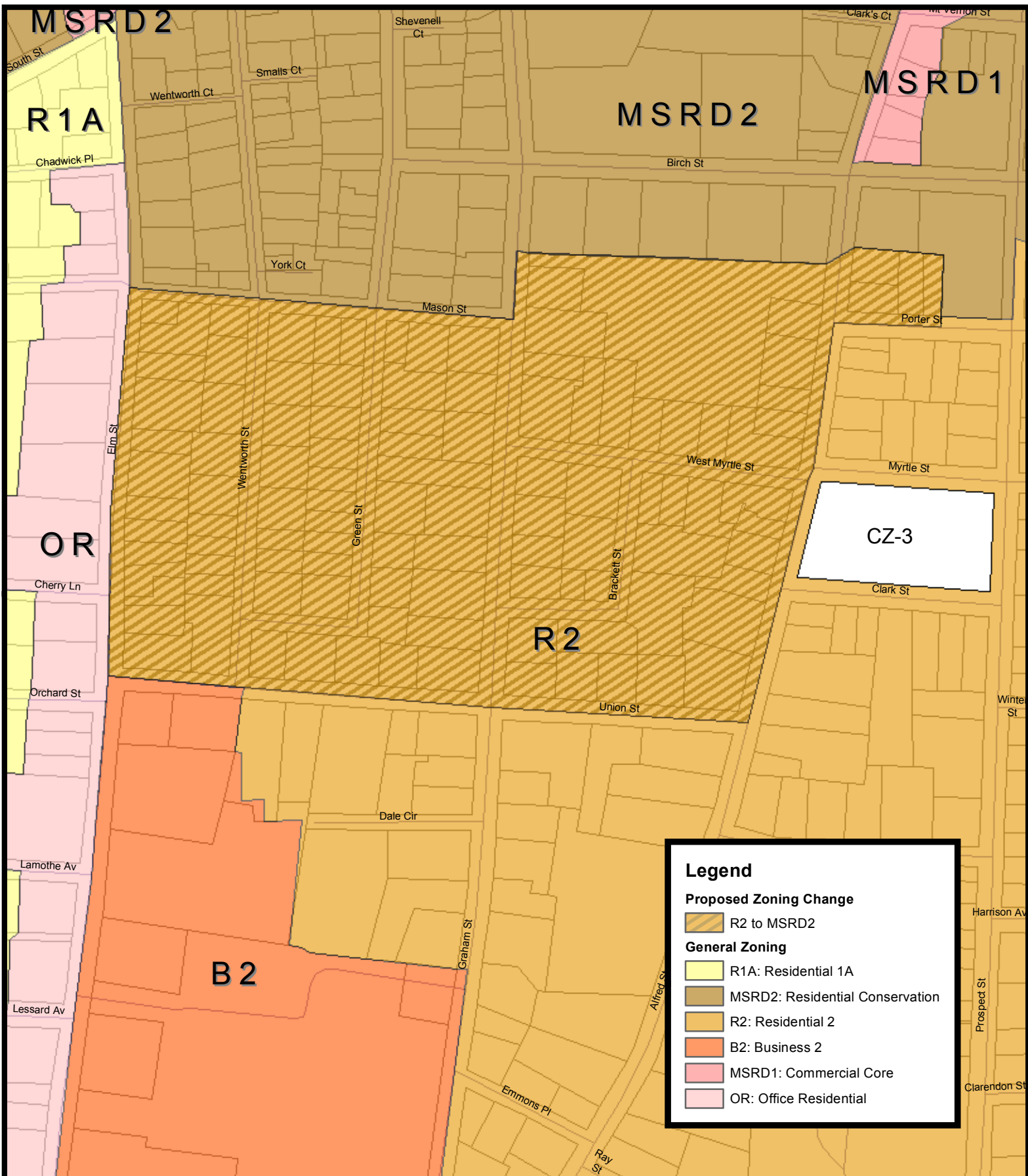
Residential uses:	Article VI Section	R-2	MSRD-2
Accessory dwelling units* 27	78	P	P
Accessory structure*	2	P3	P
Boarding, rooming house*	10	C	C
Bed-and-breakfast*	9	C	C
Cluster development*	18	C	C
Congregate housing*	19	C	C
Duplex/2-family	24	P	P
Home occupation*	38	C	C
Manufactured housing*	See Article VI, Section 45.		
Mobile home park*	See Article VI, Section 45.		
Multifamily dwelling*	47	P	P
Planned unit development*	73	C	C
Single-family dwelling 11	2	P	P
Commercial uses:	Article VI Section	R-2	MSRD-2
Adult business	3		
Amusement center*	5		
Art gallery			C
Art studio			P
Auto body shops			
Automobile graveyard, automobile recycling business, junkyard*	7		
Automobile repair, sales			
Boat building, repair, marine services, sales, boat livery, marina, yacht club			
Building materials retail sales			
Carwash*	14		
Commercial gardening, commercial greenhouse*	17		
Commercial recreation*	18		
Commercial school*	53		
Drugstore/medical supply			
Financial institution			
Firewood processing*	33		
Fisheries processing, storage*	34		
Funeral parlor			

Gasoline service station*	36		
Hotel/motel*	40		
Indoor theater			
Kennel, veterinary hospital*	42		
Medical marijuana dispensaries			
Medical marijuana growing facilities			
Neighborhood convenience store/service		P	C
Off-street loading and parking lot and facilities, commercial parking garage	49	C	C
Offices, business and professional*	52		C
Planned unit developments*	73		
Publishing, printing			
Restaurant*	56		
Retail store			
Sawmill*	33		
Services			
Shopping center			
Telecommunications facilities	71		
Wholesale business			
Industrial uses:	Article VI Section	R-2	MSRD-2
Air transportation related use			
Air transportation dependent use*			
Airport	4		
Bulk oil terminal*	41		
Contractor's storage yard			
Demolition disposal*	23		
Experimental research and testing laboratory	29		
Light manufacturing*	41		
Light trucking dependent industry*	41		
Manufacturing*	41		
Planned unit developments*	73		
Resource recovery facility			
Recycling facilities	76		
Redemption centers			
Storage of bulk gaseous fuels*	41		
Transportation facilities			
Trucking, distribution terminal*			
Warehousing and storage*	60		
Self-storage facilities*	60		C
Educational, institutional public uses:	Article VI Section	R-2	MSRD-2
Addiction treatment facility 22			

Church, synagogue*		C	C
Civic, convention centers			
Community centers, clubs		C	C
Day-care center, adult	22	C	C
Day-care home, adult	22	C	C
Day-care home, children's	22	C	C
Day-care center, children's	22	C	C
Essential services	27	C	C
Fire, police station		C	
Group homes, hospice	19	P	P
Hospital*	39		P
Municipal use	47.1	C	P
Museum, library			P
Nursing home*	39	P	C
Public and private schools*	53	P	C
Public facility		C	P
Rehabilitation facility			C
University/college*			P
University uses*			P
Water supply system	27	C	C
Outdoor, resource-based uses:	Article VI Section	R-2	MSRD-2
Agriculture*	3, 31		
Agricultural products processing and storage*	3, 31		
Animal breeding or care	42		
Campground*	13		
Cemetery	14.1	C	
Extractive industry*	30		
Farm stands* 13	31		
Timber harvesting	64		
Golf course excluding miniature golf			
Parks and recreation*		P	P

TABLE B: DIMENSIONAL REQUIREMENTS

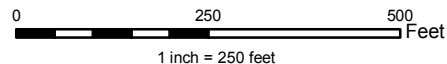
Zoning District	Minimum Lot Size, Square Feet Per Unit A				Frontage			Minimum Setback, Feet**				Maximum	
	Water and Sewer	Water, No Sewer	Sewer, No Water	Neither Water Nor Sewer	Water and Sewer	Water or Sewer	Neither Water Nor Sewer	From Major R.O.W.	From Other R.O.W	Side	Rear	Stories	Feet
R-2	4,500	N/A	N/A	N/A	45	N/A	N/A	25	15	5	5	3	35
MSRD-2	2,000	N/A	N/A	N/A	50	N/A	N/A	15 R	15 R	10	10	3	35

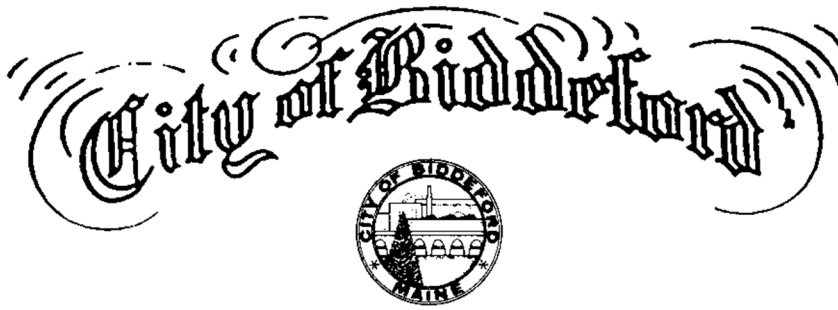


Proposed Zoning Change - R2 to MSRD2

The City of Biddeford, Maine
Technologies Department - GIS Mapping

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





2019.22

IN BOARD OF CITY COUNCIL..MARCH 19, 2019

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), be amended to change the existing R-2 District to a B-1 District as depicted on the attached map; specifically, the existing B-1 District to extend across Maple Street and encompass the property known as 48 Elm Street (Map 40, Lot 35) located between Maple Street and Pine Street, and extending along the common boundary of said property and Pine Street and continuing across Elm Street.

NOTE 1: The Planning Board held a duly noticed Public Hearing on this item (at the request of the City Council) and voted 3-2 to recommend this amendment be approved by the City Council.

March 19, 2019

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

Motion by Councilor Swanton, seconded by Councilor Lessard to amend the ordinance by specifying that only the property located at 48 Elm Street (Map 40, Lot 35) be changed from the R-2 District to the B-1 District.

Motion was withdrawn.

Motion by Councilor Swanton, seconded by Councilor Clearwater to amend the ordinance by changing the existing B-1 District to extend across Maple Street and encompass the property known as 48 Elm Street (Map 40, Lot 35) located between Maple Street and Pine Street, and extending along the common boundary of said property and Pine Street and continuing across Elm Street.

Vote on amendment: 8/1; Councilor Lessard opposed.

Councilors Swanton, McCurry, St. Cyr, Quattrone, Clearwater, Belanger, Ready and Seaver in favor. Motion carries.

Vote on first reading, as amended: Unanimous.



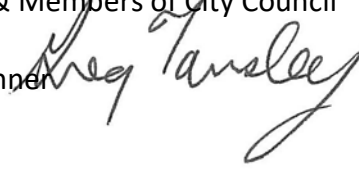
CITY OF BIDDEFORD PLANNING DEPARTMENT

Greg D. Tansley, A.I.C.P.
205 Main Street
PO Box 586
Biddeford, ME 04005
(207) 284-9115

Greg.Tansley@Biddefordmaine.org

MEMORANDUM

To: Mayor Casavant
Council President McCurry & Members of City Council

From: Greg Tansley, AICP, City Planner 

Date: March 11, 2019

Re: Proposed Amendment to change the existing R-2 District to a B-1 District on Springs Island

At the request of the City Council, the Planning Board held a Public Hearing about the proposed above-mentioned amendment. I am providing this recommendation back to the City Council based on the outcome of the Public Hearing. The City Planner's Memorandum dated February 27, 2019 is provided in this packet which includes the proposed Map Amendment.

On March 6, 2019 the Planning Board held a duly noticed Public Hearing on the proposal. Following the Public Hearing the Planning Board voted 3-2 to recommend the proposed amendment be approved by the City Council.

STAFF NOTE: While we recognize that from time-to-time Zoning Ordinance amendments may be warranted, we are in the process of finishing the Comprehensive Plan and beginning the zoning ordinance re-write. More and more, we will want to consider incremental future Zoning Ordinance amendments (such as that originally discussed here) in the context of an overall Zoning Ordinance rewrite that is consistent with the new Comprehensive Plan.

Cc: M. Eddy, Economic Development Director

Encl. City Planner's Memorandum to the Planning Board dated February 27, 2019.



CITY OF BIDDEFORD

PLANNING DEPARTMENT

2019.15

Greg D. Tansley, A.I.C.P.
205 Main Street
PO Box 586
Biddeford, ME 04005
(207) 284-9115

Greg.Tansley@Biddefordmaine.org

PLANNING BOARD REPORT

TO: William Southwick, Chair & Members of the Biddeford Planning Board

FROM: Greg Tansley, AICP, City Planner

A handwritten signature in black ink, appearing to read "Greg Tansley", is written over the "FROM:" line.

DATE: February 27, 2019

RE: NEW BUSINESS ITEM #C - 2019.15 Public Hearing, take comments, and make recommendations to the City Council regarding a proposed amendment to the Official Zoning Map to rezone the area depicted on the attached map from R-2 to B-1 (at the request of the City Council).

MEETING DATE: March 6, 2019 @ 6:00 PM

At the request of the City Council, the Planning Board have been asked to hold a Public Hearing and provide a recommendation back to the City Council about changing the existing R-2 Zoning on "Springs Island" (see enclosed map) to B-1. The request was precipitated by the new owners of 48 Elm Street (formerly Gadbout's Plumbing) who wish to expand the number of commercial uses on the property.

A summary of Table A (Land Uses) and Table B (Dimensional Requirements) is provided in this packet, along with a proposed MAP amendment considered by the City Council.

STAFF NOTE: While we recognize that from time-to-time Zoning Ordinance amendments may be warranted, we are in the process of finishing the Comprehensive Plan and beginning the zoning ordinance re-write. More and more, we will want to consider incremental future Zoning Ordinance amendments in the context of an overall Zoning Ordinance rewrite that is consistent with the new Comprehensive Plan.

SAMPLE MOTIONS:

Motion to recommend/not recommend the Zoning Change pass at the City Council.

ATTACHMENTS

1. Proposed Map Amendment
2. Table A and Table B of the Zoning Ordinance Related to B-1 and R-2

40

TABLE A: TABLE OF LAND USES

* Subject to Article VI,
 {BLANK} Not Permitted
 P Permitted
 C Conditional Use
 A Accessory Use

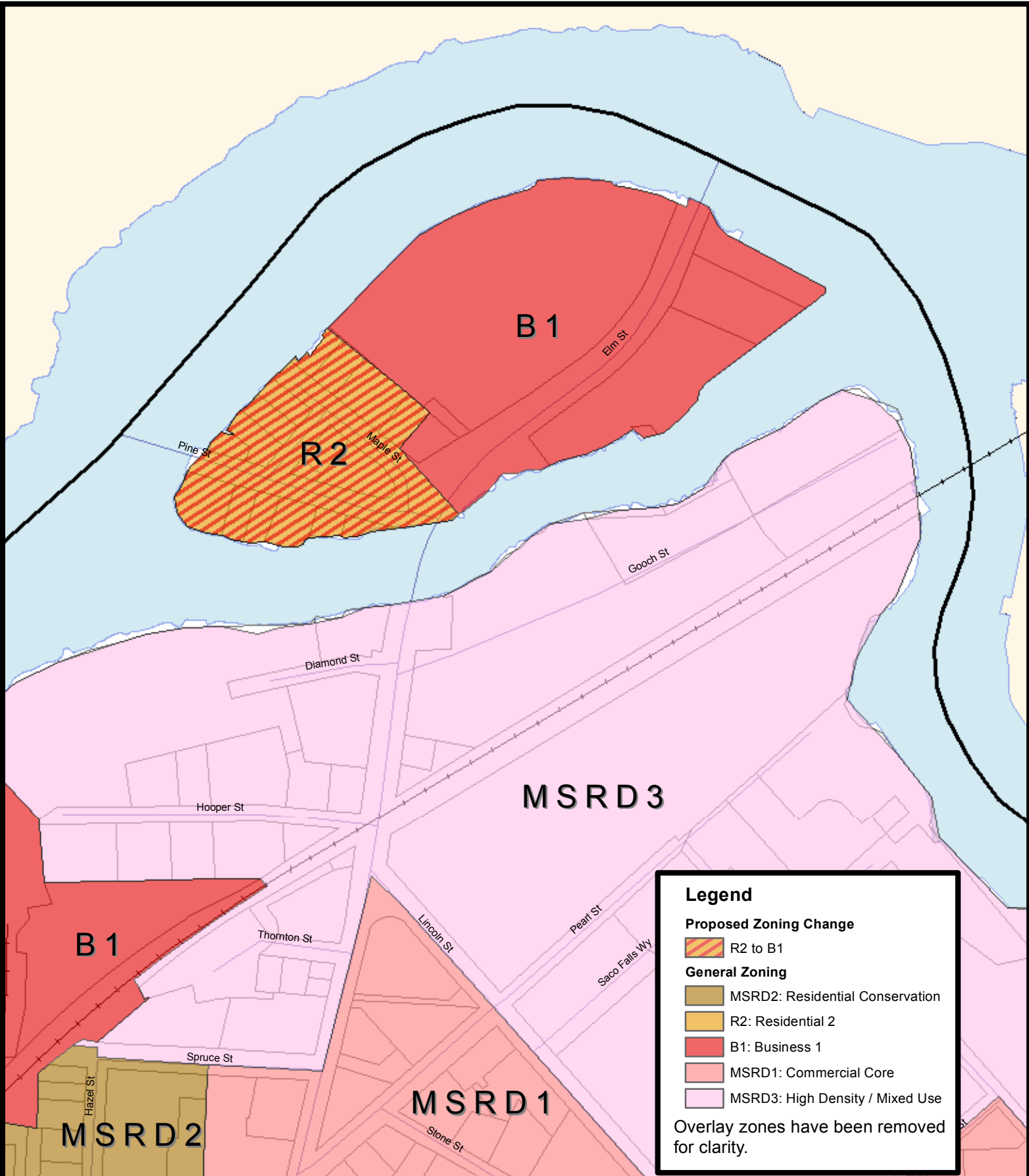
Residential uses:	Article VI Section	R-2	B-1
Accessory dwelling units* 27	78	P	
Accessory structure*	2	P3	P
Boarding, rooming house*	10	C	
Bed-and-breakfast*	9	C	
Cluster development*	18	C	
Congregate housing*	19	C	
Duplex/2-family	24	P	
Home occupation*	38	C	C
Manufactured housing*	See Article VI, Section 45.		
Mobile home park*	See Article VI, Section 45.		
Multifamily dwelling*	47	P	P
Planned unit development*	73	C	
Single-family dwelling 11	2	P	
Commercial uses:	Article VI Section	R-2	B-1
Adult business	3		
Amusement center*	5		C
Art gallery			
Art studio			
Auto body shops			
Automobile graveyard, automobile recycling business, junkyard*	7		
Automobile repair, sales			
Boat building, repair, marine services, sales, boat livery, marina, yacht club			P
Building materials retail sales			P
Carwash*	14		C
Commercial gardening, commercial	17		
Commercial recreation*	18		C
Commercial school*	53		P
Drugstore/medical supply			P
Financial institution			P
Firewood processing*	33		
Fisheries processing, storage*	34		
Funeral parlor			P
Gasoline service station*	36		P

Hotel/motel*	40		P
Indoor theater			P
Kennel, veterinary hospital*	42		
Medical marijuana dispensaries			
Medical marijuana growing facilities			
Neighborhood convenience store/service		P	P
Off-street loading and parking lot and facilities, commercial parking garage	49	C	P
Offices, business and professional*	52		P
Planned unit developments*	73		C
Publishing, printing			P
Restaurant*	56		P
Retail store			P
Sawmill*	33		
Services			P
Shopping center			C
Telecommunications facilities	71		
Wholesale business			
Industrial uses:	Article VI Section	R-2	B-1
Air transportation related use			
Air transportation dependent use*			
Airport	4		
Bulk oil terminal*	41		
Contractor's storage yard			
Demolition disposal*	23		
Experimental research and testing laboratory	29		
Light manufacturing*	41		
Light trucking dependent industry*	41		
Manufacturing*	41		
Planned unit developments*	73		
Resource recovery facility			
Recycling facilities	76		
Redemption centers			
Storage of bulk gaseous fuels*	41		
Transportation facilities			
Trucking, distribution terminal*			
Warehousing and storage*	60		
Self-storage facilities*	60		C16
Educational, institutional public uses:	Article VI Section	R-2	B-1
Addiction treatment facility 22			
Church, synagogue*		C	

Civic, convention centers			C
Community centers, clubs		C	C
Day-care center, adult	22	C	C
Day-care home, adult	22	C	
Day-care home, children's	22	C	
Day-care center, children's	22	C	C
Essential services	27	C	C
Fire, police station		C	P
Group homes, hospice	19	P	P
Hospital*	39		
Municipal use	47.1	C	P
Museum, library			P
Nursing home*	39	P	
Public and private schools*	53	P	
Public facility		C	P
Rehabilitation facility			
University/college*			
University uses*			
Water supply system	27	C	C
Outdoor, resource-based uses:	Article VI Section	R-2	B-1
Agriculture*	3, 31		
Agricultural products processing and storage*	3, 31		
Animal breeding or care	42		
Campground*	13		
Cemetery	14.1	C	
Extractive industry*	30		
Farm stands* 13	31		
Timber harvesting	64		
Golf course excluding miniature golf			
Parks and recreation*		P	P

TABLE B: DIMENSIONAL REQUIREMENTS

Zoning District	Minimum Lot Size, Square Feet Per Unit A				Frontage			Minimum Setback, Feet**				Maximum	
	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
R-2	4,500	N/A	N/A	N/A	45	N/A	N/A	25	15	5	5	3	35
B-1 O	1,000	N/A	N/A	N/A	None	N/A	N/A	10	10	10	10	6	60



Proposed Zoning Change - R2 to B1



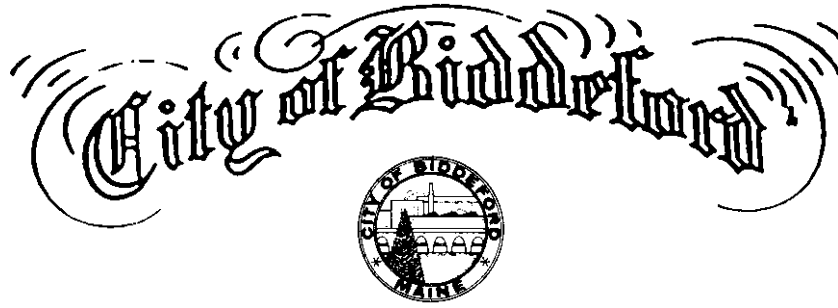
This map was prepared by:
BiddGIS

The City of Biddeford, Maine
Technologies Department - GIS Mapping

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



0 250 500 Feet
1 inch = 250 feet



2019.27

IN BOARD OF CITY COUNCIL..APRIL 2, 2019

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, **Chapter 10, ANIMALS, ARTICLE I, IN GENERAL and ARTICLE II, DOGS**, by adding or ~~deleting~~ to read as follows:

ARTICLE I IN GENERAL

Sec. 10-1 Permitting grazing animals to run at large.

No owner or person having the care of any sheep, swine, horse, mule, ox, cow, **fowl** or other grazing animal shall permit or suffer such animal to go or remain at large on any street, wharf, lane, alley, common, square or other public place within this City.

Sec. 10-2 Rabid animals.

(a) The City's Health Officer shall direct the disposition of any animal found to be infected with rabies.

(b) ~~During the period of a rabies quarantine, Every animal bitten by an animal adjudged~~ **suspected** to be rabid shall be destroyed forthwith or, at the owner's expense and option, be treated for rabies infection by a licensed veterinarian, ~~or~~ **and** held ~~30 days~~ under quarantine by the owner ~~in the same manner as other animals are quarantined~~ **for the length and manner set forth in the "Maine Rabies Management Guidelines"**.

(c) The carcass of any dead animal exposed to rabies shall, upon demand, be surrendered to the Health Officer.

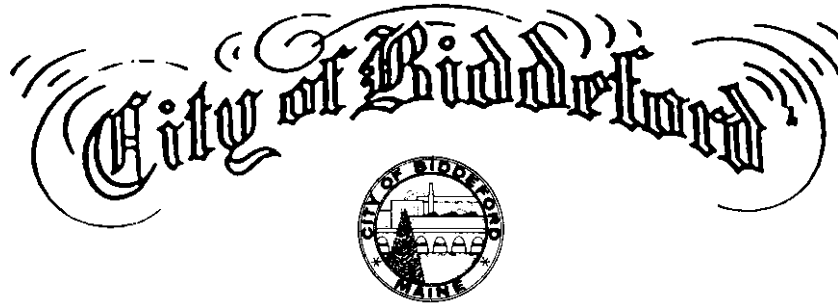
(d) No person shall fail or refuse to surrender any animal for quarantine or destruction as required in this section when demand is made therefor by the Health Officer.

Sec. 10-3 Impoundment.

(a) A police officer or person performing duties as animal control officer shall have the authority to impound animals found in violation of this chapter.

(b) An animal impounded under the provisions of this chapter may be reclaimed by the owner upon payment of the impoundment fee set forth in Subsection (c) of this section.

(c) An animal impounded under the provisions of this chapter may be reclaimed as provided in Subsection (b) upon payment by the owner of the following fees to the City:



- (1) First impoundment for each animal: \$15.
- (2) Second ~~First~~ impoundment for each animal: \$30.
- (3) ~~Third~~ **Second** and subsequent impoundments for each animal: \$50.

Animals that are properly licensed will have the impound fee reduced by half. It is the owner's responsibility to show proof that the dog is licensed at the time of payment.

(d) The City may transfer title of all animals held by it at its animal shelter after the legal detention period of six days has expired, and the animal has not been claimed by its owner.

(e) An animal impounded under the provisions of this chapter and not reclaimed by its owner within ~~six~~ **eight** days may be humanely destroyed. After six days impoundment, such animal may be placed in the custody of some person deemed to be a responsible and suitable owner, who will agree to comply with the provisions of this chapter.

ARTICLE II

DOGS

Sec. 10-26 Definitions

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

AT-LARGE – Off the premises of the owner, and not under the control of the owner or a member of his immediate family either by leash, cord, chain or otherwise.

~~DANGEROUS DOG – A dog which shall cause reasonable fear or bodily injury to any person by attacking or threatening to attack such person.~~

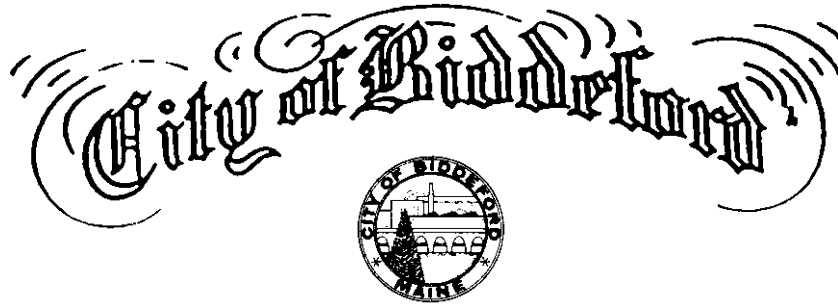
DOG – Both male and female canines

KENNEL – One pack or collection of dogs kept under the ownership in a single premises for breeding, hunting, show, training, field trials and exhibition purposes.

OWNER – Any person owning, keeping or harboring a dog.

Sec. 10-27 Number of dogs & Cats limited.

(a) ~~It shall be unlawful for a person to keep or harbor within the City more than three dogs~~ **or cats** ~~over four~~ **six** months old on January 1 in or about the premises, house, barn



~~or other building, or in or about all buildings on any one premises occupied by any one family, and the keeping or harboring of dogs and cats as aforesaid is hereby declared to be a nuisance.~~

~~(b) The payment of a license or licenses on dogs shall not be construed to allow the keeping of more than three dogs, as aforesaid, on any one premises.~~

~~(c) The limitation provided for in this section shall not apply to licensed kennels.~~

Sec. 10-27 License, record and tag requirements.

Dog license, record and tag requirements shall be as prescribed and required by 7 M.R.S.A. § 3942 et seq.

Sec. 10-28 Impoundment authorized; disposal of unclaimed dogs.

An unlicensed dog, or a dog whose owner is unknown, which is found to be running at large shall be taken up and impounded at the animal shelter designated by the City and confined therein in a humane manner for a period of not less than eight days, and may thereafter be disposed of in a humane manner if it remains unclaimed by its owner.

Sec. 10-29 Reclaiming after impoundment.

The owner is entitled to resume possession of any impounded dog upon compliance with the licensing provisions set forth in the state statutes and upon payment of impoundment fees as set forth in Sections [10-3\(c\)](#) and [10-31](#).

~~Sec. 10-31 Impoundment, boarding fees.~~

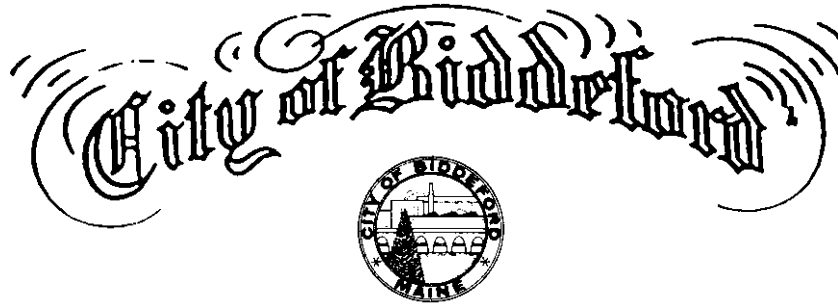
~~In addition to the impoundment fees imposed under the provisions of Section [10-3\(c\)](#), a boarding fee of \$12 per day for each dog shall be paid by the owner prior to the release of a dog.~~

Sec. ~~10-32~~ [10-30](#) Notifying owner as alternative to impoundment.

When dogs are found to be running at large and their ownership is known, such dogs need not be impounded, but the City through its duly authorized agents may, at its discretion, cite the owners of such dogs for violating the provisions of this article.

~~Sec. 10-33 Disposition of vicious dogs, dogs that are bitten.~~

~~(a) It shall be unlawful for the owner or person keeping or harboring any dog, when notified that such dog has bitten any person or has so injured any person as to cause abrasion of the skin, to sell or give away such dog or to permit or allow such dog to be taken beyond the limits of the City, except under the care of a licensed veterinarian.~~



~~(b) It shall be the duty of the owner or keeper of a dog, upon receiving notice as provided in Subsection~~

~~(a) of this section, to immediately place such dog under confinement for a period of at least 10 days.~~

~~(c) Any dog which has been bitten by another dog having or suspected of having rabies shall be immediately impounded for observation as provided in this section.~~

~~(d) It shall be unlawful for the owner or person keeping or harboring any dog when notified that such dog has bitten any person or has so injured any person as to cause abrasion of the skin to destroy such animal without permission of the Health Officer.~~

Sec. 10-34 10-32 Authority to proclaim rabies quarantine.

~~(a) Upon positive diagnosis of rabies in any animal within the City, the Mayor shall proclaim and invoke a citywide quarantine for a period of 30 days **up to 6 months**, and upon the invoking of such quarantine, no animal shall be taken into the streets, or be permitted to be on the streets, during such period of quarantine.~~

~~(b) If there are additional positive cases of rabies occurring during the period of quarantine, such period of quarantine may be extended by the Mayor for an additional six months from the time of the last positive report.~~

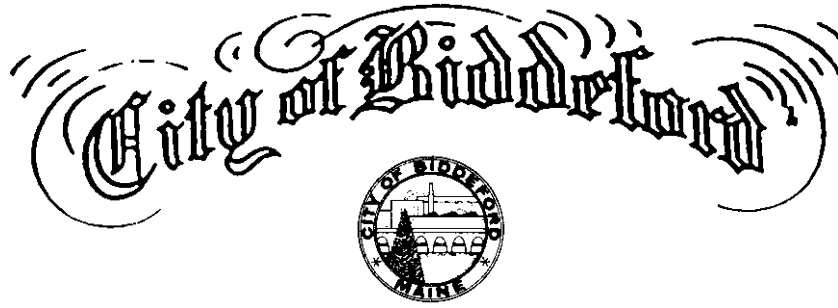
Sec. 10-35 10-31 Running at large on public ways prohibited; restraint required.

Dogs on a public way or place shall be under restraint. For a dog to be "under restraint" as required in this section, it must be controlled by a leash, which shall not be more than eight feet in length, on or within a vehicle being driven or parked on the streets, or within the property limits of its owner or keeper, or in specially designated "off leash" areas.

Off-leash areas: All dogs must be within 50 feet of owner or keeper and be under voice control. "Voice control" is defined as being able to immediately call the dog back with one call.

Off-leash areas within the City include:

(1) Rotary Park: The river bank along the boat launch side of the park. This shall be defined as the area bordered by and including the boat launch, up the river bank to where the access road and the river split. The "river bank," for this purpose, is defined as up to but not including the dirt road in the park. Dogs may not use any part of the Rotary Park



beach between the hours of 9:00 a.m. and 8:00 p.m. from May 25 to September 15 of each year.

[\(2\)](#) Clifford Park: Dogs may be off leash and under voice command on designated trails in the wooded section of the park. This section is defined as the wooded area of the public park and 100 yards from all trail heads and parking areas.

[\(3\)](#) City beaches: ~~Unleashed dogs under voice command are allowed on the City's public beaches all day from September 16 to March 14. This subsection does not apply to the beach at Rotary Park. See Chapter 46, Section 46-13(d).~~

(4) A person who violates this section commits a civil violation for which a forfeiture of not less than \$50 nor more than \$250 may be adjudged for the first violation and not less than \$100 and not more than \$500 for any subsequent violation.

Sec. 10-36 10-32 Leashing dogs on private property not required.

Nothing contained in this article is intended to require the leashing of any dog while on private premises.

Sec. 10-37 Female dogs in heat.

[\(a\)](#) ~~The owner of any female dog in heat shall keep such dog confined or on a leash at all times and shall not permit such dog to be at large within the City or on any premises other than those of the owner.~~

[\(b\)](#) ~~Every female dog found running at large in violation of this section is hereby declared to be a public nuisance and shall be impounded. The owner, keeper or person harboring such female dog in heat running at large shall be in violation of this section.~~

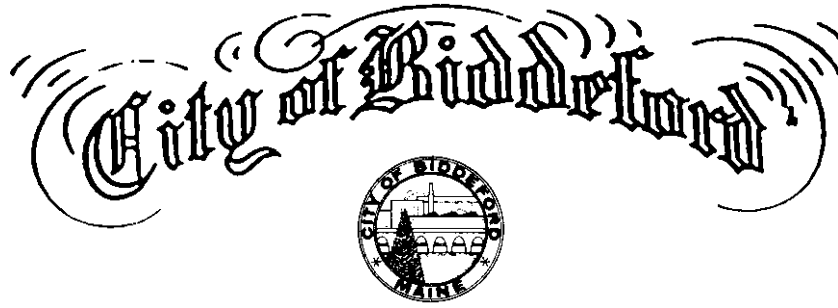
Sec. 10-38 Dangerous dogs declared nuisance; owner's responsibility.

[\(a\)](#) ~~A dangerous dog is hereby declared to be a nuisance.~~

[\(b\)](#) ~~The owner of any dangerous dog shall keep such dog confined in a secure enclosure or on a chain or leash controlled by the owner at all times and shall not permit such dog to be at large within the City.~~

Sec. 10-39 10-33 Disposal of canine feces.

[\(a\)](#) Owner's responsibility. It is a violation of this section for a person who owns, possesses, or controls a dog to fail to remove and properly dispose of any feces left by



the dog on any sidewalk, street, publicly owned property or privately owned property unless authorized by the owner.

(b) Duty to possess means of removal.

(1) It is a violation of this section for a person who owns, possesses or controls a dog to appear with such dog on any sidewalk, street or publicly owned property without having the means of removal of canine feces left by such dog.

(2) For the purpose of this section, the means of removal shall include, but not limited to: any tool, implement, bag, or other device or container for picking up and containing such feces. Disposal may be accomplished by depositing such feces in a suitable container.

(c) Exemption. This section shall not apply to a dog accompanying any disabled person who, by reason of the disability, is physically unable to comply with the requirements of this section.

(d) Enforcement. The provisions of this section is enforceable by any designated representative of the City's Health Officer or of the Chief of Police.

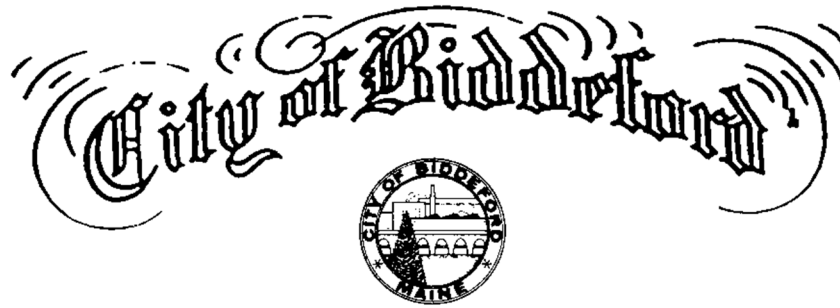
(e) Penalties for violation. Violation of this section is punishable by a civil forfeiture not to exceed \$50 for each occurrence.

Sec. 10-34 Barking dog: see Chapter 34, Section 34-57 (1)

Sec. 10-35 Prohibited areas

Dogs, leashed or not, are prohibited from school yards, playgrounds and athletic fields.

NOTE: This item was reviewed by the Policy Committee at their March 18, 2019 meeting and voted unanimously to recommend passage by the Council.



2019.28

IN BOARD OF CITY COUNCIL..APRIL 2, 2019

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, **Chapter 46, PARKS AND RECREATION, Sec. 46-13-Park operating policy**, by adding or ~~deleting~~ to read as follows:

Sec. 46-13 Park operating policy.

(a) Hours. All parks, as defined herein, shall be open to the public every day of the year from dawn to dusk. In the event that activities are conducted at either the St. Louis Field or Mechanics Park for which there is an admission fee charged or access is otherwise controlled, no member of the public shall have the right to enter said park areas without authorization and/or payment of such admission fee. The Director shall cause notices of the opening and closing hours to be posted in each individual park for public information and enforcement purposes.

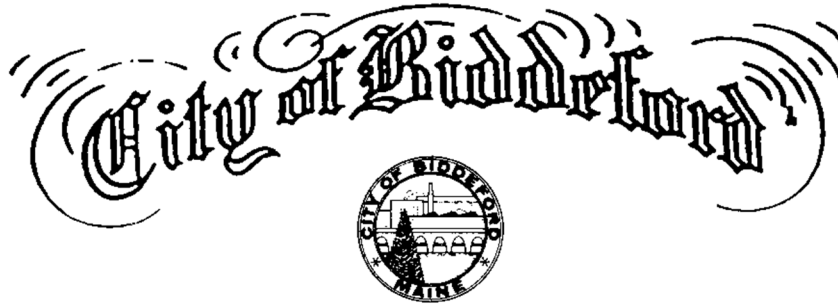
(b) Closed areas. Any section or part of any park may be declared closed to the public by the Director at any time for any interval of time, either temporarily or at regular stated intervals (daily or otherwise).

(c) Entry prohibited. Except with the written permission of the Director, no person shall enter, pass through or remain in any park, or the closed area of any park, except during the hours and times when such park, or portion thereof, is open to the public as provided in this section.

(d) Dogs, horses and horse-drawn vehicles.

(1) Dogs, horses and horse-drawn vehicles are prohibited from entering or remaining in any park or beach areas, except as follows:

a. City beaches: No unleashed dog is allowed on any of the City's public beaches from March 15 to September 15. Dogs are completely prohibited from May 25 to September 15 between the hours of 9:00 a.m. and 5:00 p.m. Unleashed dogs under voice command are allowed on the City's public beaches all day from September 16 to March 14. This subsection does not apply to the beach at Rotary Park.

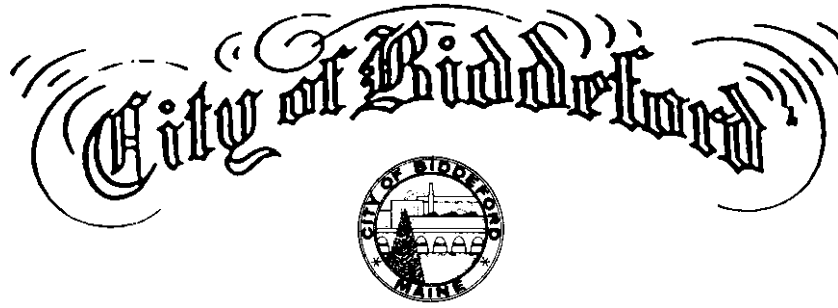


[b.](#) Rotary Park: Horses, horse-drawn vehicles, or dogs may not use any part of the Rotary Park beach between the hours of 9:00 a.m. and 8:00 p.m. from May 25 to September 15 of each year.

c. Horses: horses or horse-drawn vehicles may not use any part of the City's public beaches between the hours of 9:00 a.m. to 5:00 p.m. from May 25th to September 15th.

[\(2\)](#) Nothing herein is intended to prohibit the Recreation Commission from creating and maintaining a dog park, as defined herein under Section [46-1\(b\)](#), and for establishing rules and regulations governing the operation thereof.

NOTE: This item was reviewed by the Policy Committee at their March 18, 2019 meeting and voted unanimously to recommend passage by the Council.



2019.29 **IN BOARD OF CITY COUNCIL..APRIL 2, 2019**
BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, **Chapter 58, SOLID WASTE, Article IV, Section 58-106 et al. – Single Use Carry-Out Bags**, is amended by adding to read as follows:

Note: The entire section is new; however, the underline and ~~strike-out~~ text reflects changes based on Policy Committee comments from February 11, 2019.

Sec. 58-106 Effective date.

This article shall become effective (3-months after adoption OR by a date certain to be specified), provided the City gives notice of commencement in the manner required for publication of ordinances.

Sec. 58-107 Purpose.

It is in the best interest of the citizens and visitors of Biddeford to protect the environment and natural resources of Maine by prohibiting single-use carry out ~~PLASTIC~~ plastic bags and encouraging the use of reusable shopping bags in Stores, as defined below.

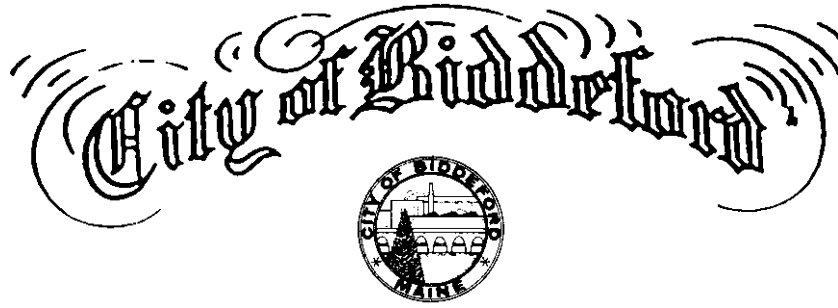
Sec. 58-108 Findings.

Single-use carryout bags have a negative impact on the environment and wildlife; and
Cause significant interference with the efficient processing of single-sort recycling methods; and

A significant amount of plastic bags will still appear in Biddeford's curbside recycling program as contamination despite the fact that Title 38, Chapter 16, §1605, requires all retailers that use plastic bags to bag products at the point of retail sale to locate within 20-feet of the main entrance a receptacle for collecting any used plastic bags; and

It is important to keep the City of Biddeford as litter-free as possible to enhance the quality of life for Biddeford's residents and visitors; and

A substantial portion of Biddeford is adjacent to the Saco River and Biddeford is a coastal community with a vested interest in protecting the ocean environment from plastic debris; and this Ordinance is authorized under the City's home rule authority pursuant to 30-A §3001 et seq.



Sec. 58-109 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:

SINGLE-USE CARRYOUT PLASTIC BAG

A ~~plastic~~ bag other than a Reusable Bag, as defined below, provided at the checkout stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the ~~establishment~~ store. The term Single-Use Carryout Bag includes compostable and biodegradable bags, but does not include ~~reusable bags, produce bags, product bags~~ required for special handling, single-use paper bags, or paper bags provided by pharmacists to contain prescription drugs.

PRODUCE BAG or PRODUCT BAG

Any bag ~~without handles~~ used exclusively to carry produce, meats, seafood, other food items or ~~merchandise~~ bulk items within the store to the point of sale inside such store or to prevent such items from coming into direct contact with other purchased items.

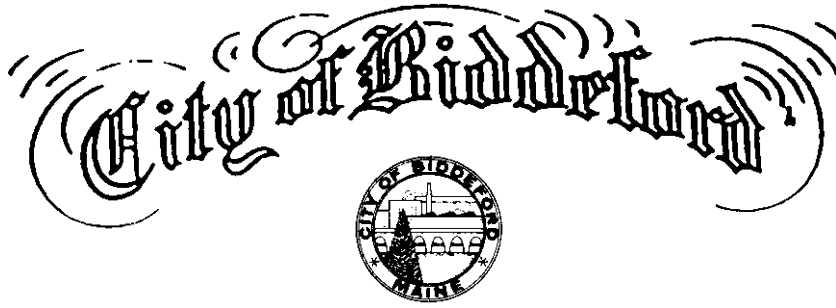
REUSABLE BAG

A bag that meets all of the following criteria:

- (a) Designed and manufactured to withstand repeated uses over a period of time;
- (b) Is machine washable or, made from a material that can be cleaned and disinfected regularly;
- (c) Has a minimum rated lifetime of 75 uses; ~~and~~
- (d) Has the capability of carrying a minimum of 18 pounds; and
- (e) If plastic, is at least 4.0 mil thick.

STORE

Any commercial enterprise engaged in the sale of food and or merchandise, including, but not limited to, grocery and convenience stores, markets, pharmacies, restaurants, take-out food, temporary and seasonal businesses, and other merchant retailers. ~~of the following retail establishments located within the City of Biddeford engaged in the sale~~



of perishable or non-perishable goods to the ultimate consumer for direct use or consumption and not for resale:

- (a) ~~a full line, self service market located in a permanent building, operating year-round, and which sells at retail a line of staple foodstuffs, meats, produce, household supplies, dairy products or other perishable items.~~
- (b) ~~a drug store, pharmacy, supermarket, grocery store, convenience food store, food mart, or other entity engaged in the retail sale of a limited line of goods that includes milk, bread, soda, and snack foods.~~

"Store" does not mean:

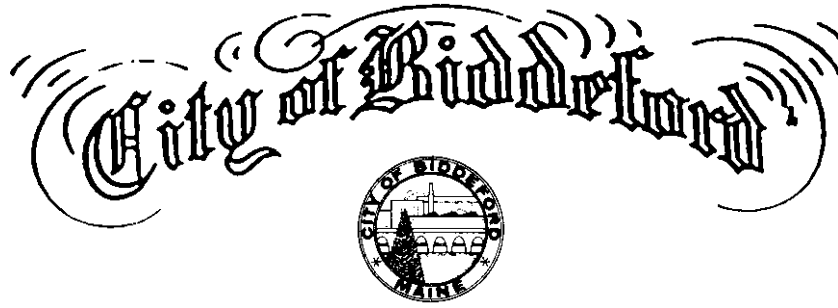
- (1) ~~Restaurants; or~~
- (2) ~~Businesses at which food sales are an incidental part of the business. Food sales will be considered to be "incidental" if such sales comprise no more than 2 percent of the business's gross sales in the City of Biddeford as measured by the dollar value of food sales as a percentage of the dollar value of total sales at any single location.~~

Sec. 58-110 Restriction on Single-Use Carryout Bags.

~~Except as provided in Sec. 58-111 and Sec. 58-112, no store, as defined above, shall provide or sell a Single Single-Use Carryout Bag made of plastic that does not meet all the criteria as a Reusable Bag, as defined above, to a customer at the checkout stand, cash register, point-of-sale point-of-sale or other point of departure for the purpose of transporting food, goods or merchandise out of the establishment.~~

Sec. 58-111 Exemptions Permitted Bags

- (a) ~~A store may, at its discretion, make available for sale to a customer a Single Use PAPER Carryout Bag and may choose to charge for a PAPER Carryout Bag a uniform charge of five cents (\$.05) per bag. a Reusable Bag or a paper bag either for free or for a fee at the checkout stand, cash register, point-of-sale or other point of departure for the purpose of transporting goods and merchandise out of the store.~~



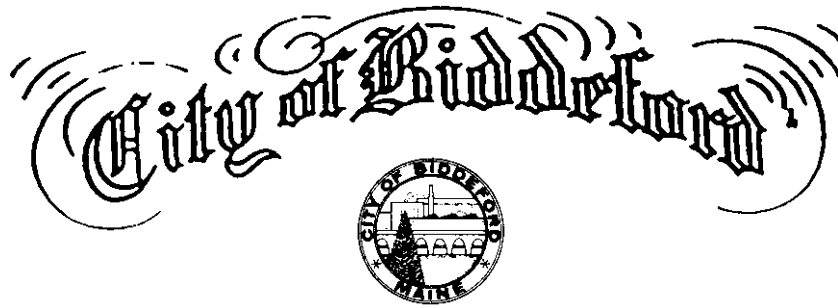
- (b) All monies collected by a store through the sale of Reusable Bags or paper bags ~~for Single-Use Carryout PAPER Bags~~ under this Section may be used by the store for any lawful purpose.
- (c) All stores must post signage clearly indicating the per bag charge for ~~Single-Use Carryout PAPER Bags~~ paper bags, if a fee is to be charged.
- (d) Notwithstanding this Section, no store may make available for sale a ~~Single-Use Carryout PAPER Bag~~ paper bag unless the amount of the sale of the ~~Single-Use Carryout PAPER Bag~~ paper bag is separately itemized on the sale receipt if a fee is charged..
- (e) Nothing in this Section shall be construed to prohibit customers from using bags of any type that the customer brings to the store for their own use or for carrying away from the store food, goods or merchandise that are not placed in a bag provided by the store.
- (f) ~~Carryout bags for take-out meals from a restaurant or food ready to eat carried out from a business that prepares meals on-site for sale to the public are exempt from the definitions of a Single Use Bag.~~

Sec. 58-~~111~~ 112 Exemptions.

- (a) A store shall be exempt from the provisions of this Ordinance, in a situation deemed by the City Manager to be an emergency for the immediate preservation of the public health or safety in consultation with the Emergency Management Director for the City.
- (b) A store is allowed to draw down and deplete existing inventory of single-use plastic bags by <insert date; possibly September 30, 2019>.

Sec. 58-~~112~~ 113 Violations and Enforcement.

The Code Enforcement Officer or his/her designee(s) shall have the primary responsibility for enforcement of this Ordinance. If the Code Enforcement Officer or his/her designee(s) determines that a violation of this Ordinance has occurred, he/she shall issue a written warning notice to the Store that a violation has occurred. Subsequent violations of the Ordinance shall be subject to the penalties set forth below.



Violations of this Ordinance shall be punishable by fines as follows:

- (1) A fine not exceeding \$250 for the first violation in a one-year period;
- (2) A fine not exceeding \$500 for the second and each subsequent violation in a one-year period. Each day that a violation occurs will be considered a subsequent violation.

NOTE: This item was reviewed by the Policy Committee at their March 18, 2019 meeting and voted unanimously to recommend passage by the Council.



Roby Fecteau
Director of Code Enforcement & Emergency Management
City of Biddeford Office of Code Enforcement
205 Main Street Suite 104
Biddeford, ME 04005

November 15, 2018

To Whom It May Concern,

As you may already know, the City of Biddeford is having issues with contamination in the zero sort containers. One of the contamination issues are plastic bags. We are asking all retail occupancies to locate a recycling bin with in their facility, so patrons can return the plastic bags when they shop at your store.

State law in Maine does state, if retailers hand out plastic bags, they must locate a drop off area for those used bags.

Again, please help us with our efforts to reduce contamination and place a plastic bag receptor in your store.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Fecteau", is written over the printed name.

Roby Fecteau
Director of Code Enforcement
City of Biddeford

City of Biddeford, Maine
PUBLIC WORKS DEPARTMENT
371 Hill Street, Biddeford, Maine

Memorandum

March 21, 2019

To: Policy Committee Members
From: Jeff Demers, Director of Public Works/Waste Water
RE: Plastic Bags
Cc: City Council; James Bennett, City Manager

During the policy meeting on Monday, March 18, 2019, I was asked to research a couple concerns. The first being to reach out to other communities and see what issues might have arisen through the implication of such ordinance. Below are the cities/towns that I reached out to.

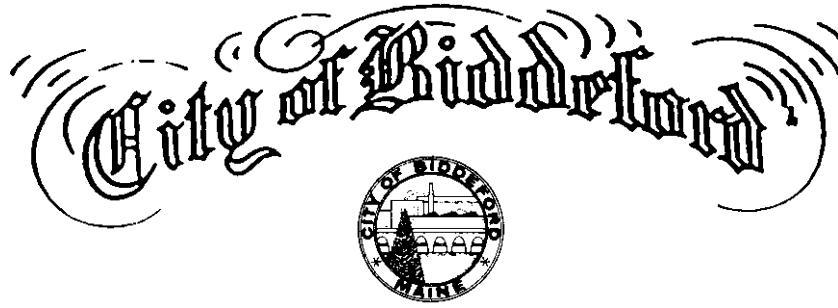
City/Town	Plastic bag ordinance	Issues
South Portland	Yes	None Known
Saco	Yes	None Known
Old Orchard	No	
Portland	Yes	None Known

The second concern was how the contamination rates have been with the cities/towns that have implicated such an ordinance. I reached out to the lead supervisor from Casella for an answer. The response was that they have seen a decrease in contamination by visually monitoring, but nothing has actually been calculated.

Regards,



Jeff Demers, Director of Public Works/Waste Water



2019.30

IN BOARD OF CITY COUNCIL..APRIL 2, 2019

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, **Chapter 2, Administration, Article V, Finance, Section 2-336-Competitive sealed bidding**, is amended by adding or ~~deleting~~ to read as follows:

Sec. 2-336 Competitive sealed bidding.

(a) All contracts of the City for purchases of supplies or construction at or in excess of \$5,000 and for the purchase of services at or in excess of \$5,000 shall be awarded by competitive sealed bidding except as otherwise provided in this article.

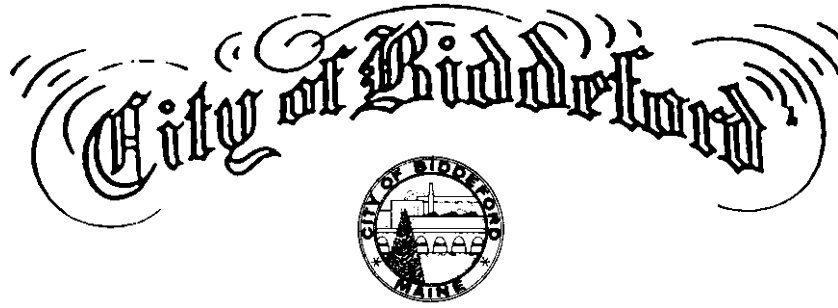
(b) An invitation to bid shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement.

(c) Adequate public notice of the invitation to bid shall be given for a reasonable time, but not less than 10 calendar days prior to the date set forth therein for the opening of bids. Such notice shall include publication in a newspaper of general circulation a reasonable time prior to bid opening and shall be posted in a conspicuous place on the City's internet website, in a place designated for this purpose. This public notice shall minimally state the place, date and time of the bid opening.

(d) Bids shall be opened publicly at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as the Purchasing Agent deems appropriate, together with the name of each bidder shall be publicly read for the benefit of any bidders and each bid shall be open to public inspection.

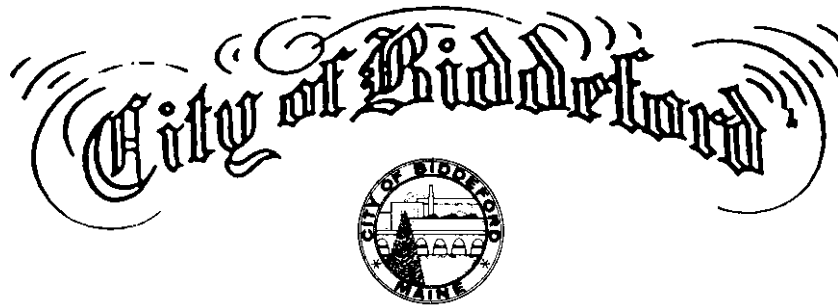
(e) Bids shall be unconditionally accepted without alteration or correction, except as authorized in this article. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in a bid evaluation that are not set forth in the invitation for bids.

(f) Correction or withdrawal of inadvertently erroneous bids before or after bid opening or cancellation of awards or contracts based on such bid mistakes may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the



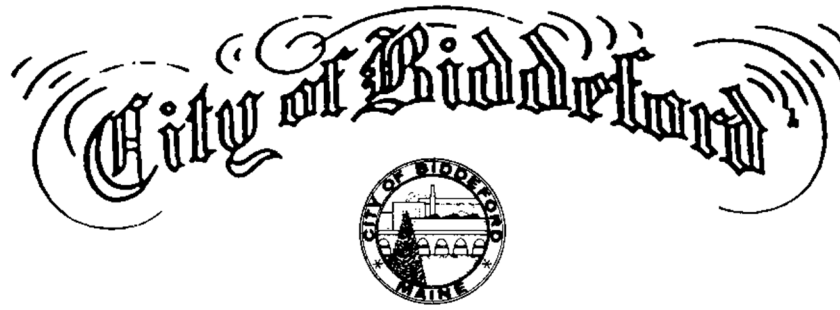
invitation for bids prior to the time set for the bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

- (1) The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - (2) The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent.
- (g) The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. In the event the low responsive and responsible bid for a construction project exceeds available fund as certified by the Finance Director and such bid does not exceed such funds by more than 10%, the Purchasing Agent is authorized to negotiate an adjustment of the bid price with the low responsive and responsible bidder in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the invitation for bids. When finalized by the Purchasing Agent, bid results greater than 5,000 and less than \$50,000 and covered by the budgeted amount can be approved by the City Administrator and awarding of the contract to the successful bidder. These results will be reported to the City Council and/or the Finance Committee on a monthly basis. Bid results less than \$50,000 and over the budgeted amount or not the lowest bid will be submitted to the Finance Committee of the City Council for acceptance and awarding of the contract to the successful bidder. Contracts that exceed \$30,000 \$50,000 shall be approved by the City Council prior to signing and executing said contract. Contracts based on units of measure and unit pricing where the total number of units is not specified shall be calculated using a best estimate methodology or prior history to determine the estimated contract value. Approval of such contracts shall be managed under the approval criteria listed above based on the total estimated value.



(h) When it is considered impractical to prepare initially a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

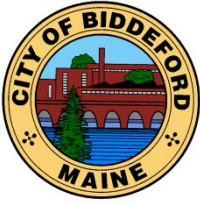
NOTE: The Finance Committee reviewed this item at their March 19, 2019 meeting and voted unanimously to recommend passage by the City Council.



2019.31

IN BOARD OF CITY COUNCIL... APRIL 2, 2019

BE IT ORDERED, that the City Manager be authorized to enter into a Master Plan Development Agreement with BE Fidler, LLC for development of the property at 3 Lincoln Street, substantially in the form present.



CITY OF BIDDEFORD

ECONOMIC and COMMUNITY DEVELOPMENT DEPARTMENT

Mathew Eddy
Director, Planning and Development
205 Main Street
Biddeford, ME 04005
Mathew.Eddy@biddefordmaine.org
207-282-7119

To: Biddeford City Council
From: Mathew Eddy
Date: March 29, 2019
Subject: 3 Lincoln Master Plan Development Agreement (MPDA)

Please find attached a draft agreement between the city of Biddeford and BE Fitler, LLC. BE Fitler consists of a partnership between James Brady and Brian Eng. This agreement is drawn from an outline presented to the City Council in late 2018. The parties, including the City Attorney, have been working on the final details of the agreement while also working together to identify potential tenants for development of the property.

In the past two months, a number of tenant options have emerged. These discussions have involved the University of New England and other recognized entities in Biddeford. A variety of uses have been discussed, including office and service options. These discussions have created enough demand (up to 80,000 square feet) and outside interest that it is now time to move forward with the development process for 3 Lincoln, led by BE Fitler.

As constituted, the agreement has several key principles:

- Two Development Areas. The project will be divided into two sides, located on either side of the space reserved for the proposed Parking Garage. The design of the new structures will require access to and be dependent on the proposed Parking Garage; each party will collaborate to make important pedestrian connections and set a design tone for the property.
- The Development Process:
 - o The LLC, as the developer, will generate a Preliminary Concept Plan for building layout, scale, and design that will involve potential tenants, the City, and other appropriate parties. The Preliminary Concept Plan will be developed over three months following the approval of this agreement. This plan will focus on utility, pedestrian, transit, and transportation connections to Pearl Street, Lincoln

Street, and the parking structure. The development will include smart infrastructure wherever appropriate. The Preliminary Concept Plan will be developed in conjunction with the City's development of the Riverwalk and a park to the river side of 3 Lincoln.

- o With approval from the City for the Preliminary Concept Plan, the LLC will proceed, over the following 6 months, with a Site Development Plan. The Site Development Plan will incorporate a mutually acceptable financial plan and create site design concepts, internal layout, and building use scenarios acceptable to both parties. Failure to come to an agreement can result in mutual termination of the MPDA.
 - o Following an agreement on a mutually acceptable Site Development Plan, the developer shall proceed, over the following 6 months, to obtain all appropriate permits for the 3 Lincoln Project.
- Exclusivity. During this design period, the LLC shall have exclusive rights to develop the property.
- Purchase Price and Option. The purchase price for the 3 Lincoln Property will be \$1.2 million. The option to purchase shall be 18 months beginning with the approval of all appropriate governmental permits. The purchase may be divided into two phases consistent with the development on either side of the proposed Parking Garage. In this case, the first phase purchase price is set at \$700,000.
- Transportation Improvements. The City will be responsible, in conjunction with transportation agencies, with creating the transportation improvements necessary to support 3 Lincoln and the proposed parking garage. The development of 3 Lincoln will be coterminous with the approval to proceed with the proposed parking garage.
- Future Tenants. The City will continue to work with the LLC to identify tenants to further the implementation of the Site Development Plan.

Master Plan Development Agreement

This Master Plan Development Agreement (this “Agreement”) dated [●], 2019 (“Effective Date”), is executed between BE Fidler LLC, a Maine limited liability company (the “Developer”), having an address at P.O. Box 7486, Portland, Maine 04112 and the City of Biddeford, Maine, a Maine municipal corporation and body politic with offices at 205 Main Street, Biddeford, Maine (the “City”). The Developer and the City are collectively referred to as the “Parties.”

RECITALS

WHEREAS, the City owns the parcel of land in Biddeford, Maine commonly known as the “MERC” site located at 3 Lincoln Street, a plan of which is attached hereto as Exhibit A and a legal description of which is attached as Exhibit B (the “Site”). The Site is an irregularly shaped parcel containing approximately 8.4 acres of land bound to the west by Lincoln Street, the east by the Saco River, to the north by the Boston & Maine Railroad, Gooch Street, and to the south by Pearl Street and several commercial/industrial buildings.

WHEREAS, the City, working with a team established by the City Council, developed the 3 Lincoln Street Redevelopment Market and Feasibility Study in conjunction with Camoin Associates (the “Camoin Study”), to establish a blueprint for the redevelopment of the Site (the “Project”).

WHEREAS, the City has selected the Developer to serve as the master developer for the Project.

WHEREAS, the goals of the Project are to develop up to 400,000 square feet of new, mixed use commercial space, create between 800 and 1,800 new jobs, and increase the City’s base property value by up to \$63,000,000.

WHEREAS, the Project is expected to become an anchor within the City’s so-called “Mill District,” with the goal that the Project will support activities in the existing surrounding buildings, the RiverWalk and its amenities, and associated business development in the surrounding area.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein and other consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be bound hereby, the Parties agree as follows:

ARTICLE I
GENERAL TERMS & COMMITMENTS

1.1 Purpose. This Agreement sets forth the major terms and conditions under which the Parties intend to pursue the Project. The Parties recognize that, as the Project progresses, further definitions and agreements expanding the terms of this Agreement may be warranted and/or necessitated. The Parties have sought in this Agreement to (i) provide a sufficient degree of definition to facilitate planning, design and implementation within a broad scope and (ii) make certain commitments that are necessary to achieve the successful realization of the Project.

1.2 Description of the Project. The Project consists of the planning, permitting, and development of the Site, including coordination of the development by the City of a municipal parking garage (the “Municipal Parking Garage”) on the portion of the Site shown on Exhibit A as the site for those improvements (“Garage Site”) and the development of buildings adjacent to the Municipal Parking Garage generally located on the east and west sides of that structure on the development sites shown on Exhibit A (collectively the “Development Sites”) as commercial, residential, academic, hospitality, retail or other uses (collectively the “Adjacent Buildings”). The Parties shall progress through each stage of the Project, consistent with Section

1.3 below, giving due consideration to Site conditions, financial feasibility, and other commercially reasonable development considerations. The Parties expressly acknowledge the need to provide reasonable flexibility to the Developer to enable the Developer to respond to changing market conditions and intend that the scope of the Project be interpreted and adjusted by the City and the Developer in a manner that will promote, and not hinder, a commercially reasonable and economically viable redevelopment of the Site. Without limitation of the foregoing, as of the date of the Agreement, the Project and its various elements are envisioned to be generally consistent with the Camoin Study. In the course of modifying and refining these initial plans throughout the development process, the Developer will seek to incorporate a mixture of residential, retail, office, hospitality, education and service uses with the adjacent Municipal Parking Garage, park area, street system, the RiverWalk and other amenities intended to foster the creation of an economically vibrant, urban style mixed use destination, generally as contemplated by the Camoin Study and in accordance with the principles enumerated in Section 3.1 of this Agreement.

1.3 Project Schedule. The Project shall proceed in accordance with the following schedule (the “Project Development Schedule”):

As of the Effective Date, the City shall deliver to Developer a garage concept plan deemed suitable by the Developer (as set forth in Section 3.2 below) including, without limitation, all four elevations, a section plan, parking space count, structural plan, and other AIA standard elements (“Garage Concept Plan”) (the date of delivery referred to as the “Start Date”).

1.3.2 Within three (3) months following the Start Date, the Developer shall prepare (or have prepared) and present to the City a concept plan for the development of each of the Development Sites (the “Preliminary Concept Plan”). In the event that the City determines

that the Preliminary Concept Plan is not suitable, and the City and the Developer are unable to agree to revisions to the Preliminary Concept Plan that make such plan suitable to the City, the City shall be permitted to terminate this Agreement in accordance with Article VI; provided, that in the event that the City terminates this Agreement pursuant to this Section 1.3.2, the City shall reimburse the Developer for all costs and expenses incurred prior to the date of termination, plus twenty percent (20%) to partially compensate the Developer for its time and effort.

1.3.3 Within the six (6) month period following written notice of acceptance of the Preliminary Concept Plan by the City, the Parties shall agree to a financial plan and, utilizing design plans associated with the Municipal Parking Garage, shall work together to create concept plans depicting the layout and design of the Development Sites and the Site as a whole, including site design concepts, internal layout, and building use scenarios (the “Site Concept Plans”). In the event that the City or the Developer determines that the proposed Site Concept Plans are not suitable, and the City and the Developer are unable to agree to revisions to the Site Concept Plans that make such plans suitable to the City or the Developer, the City or Developer shall be permitted to terminate this Agreement in accordance with Article VI; provided, that in the event that the City terminates this Agreement pursuant to this Section 1.3.3, the City shall reimburse the Developer for all costs and expenses incurred prior to the date of termination, plus twenty percent (20%) to partially compensate the Developer for its time and effort.

1.3.4 During the [six (6) month] period following the approval by the City and Developer of the Site Concept Plans, each of the City and the Developer shall use commercially reasonable efforts to obtain all federal, state and municipal permits and approvals (“Governmental Approvals”) necessary to proceed with the development and improvements described in the Site Concept Plans. The City shall have primary responsibility for the Governmental Approvals required for the Municipal Parking Garage and related improvements and the Developer shall have primary responsibility for the Governmental Approvals required for the buildings and related improvements to be located on the Development Sites; provided that the Parties acknowledge that as an integrated master development the Governmental Approvals are likely to be highly integrated and interdependent, and therefore agree to work cooperatively and on a coordinated basis to obtain the Governmental Approvals.

1.3.5 Throughout the period specified in Sections 1.3.2-1.3.4 above, the Parties shall work together to identify candidates as potential tenants, joint venture participants, co-developers, or other users for the Development Sites.

1.3.6 The milestone dates set forth in Sections 1.3.2, 1.3.3 and 1.3.4 shall be extended in the event the Municipal Parking Garage has not achieved the same milestone as specified in each Section for the Project. The extension of the applicable milestone shall be coterminous with the date the Municipal Parking Garage achieves its corresponding milestone, in order to assure that the pace of development of the Project does not proceed at a substantially more rapid rate than the development of the Municipal Parking Garage, which is an critical element in the Developer’s ability to successfully develop the Project.

1.4 Exclusive Development. The Parties shall work exclusively with each other, in good faith, to develop the Project. This Agreement shall not extend to any other activities, transactions or relationships other than with respect to the Project and the transactions contemplated by this Agreement. Nothing in this Agreement shall preclude or restrict either Party from conducting its business as it determines in its sole and absolute discretion other than in connection with the Project, and neither Party shall have any rights or obligations in and to the other Party's independent ventures or the income or profits derived therefrom, including any ventures located proximate to the site.

1.5 Personnel and Resources. Each Party shall make available, at all reasonable times and location, the personnel and resources reasonably necessary to complete such Party's responsibilities with respect to the development of the Project.

1.6 Manner of Development. The Parties acknowledge and agree that the development of the Adjacent Buildings may be undertaken by the Developer through whatever means or transaction structure the Developer determines appropriate, including through direct ownership and development by Developer, leasing or re-sale to third parties, co-development with joint venture partners, subdivision and sale for development of all or portions of the Development Sites or Adjacent Buildings, declaration of one or more condominiums or through use of any other means or transaction structures as Developer determines appropriate, with the overall goal of developing the Development Sites on the basis described herein (the foregoing being referred to herein as "Development Relationships"). Developer agrees that in the event the development of the Adjacent Buildings is undertaken by anyone other than Developer or its related entities, Developer shall first obtain the written consent of the City to the involvement of any third party individuals or entities, which consent shall not be unreasonably withheld.

ARTICLE II PURCHASE OPTION

21 Purchase Option. The City hereby grants to the Developer an exclusive option (the "Option") to purchase either or both of the Development Sites, including all rights, privileges, easements and appurtenances thereto existing or as necessary or convenient for the construction, development and operation of the Adjacent Buildings and other improvements identified and defined in the Site Concept Plans, but specifically excluding the cell tower site (the "Subject Property"). This Option applies to the Subject Property both in its current state and in the event it is further developed. The Subject Property shall be conveyed together with all improvements thereon, all easements and rights of way relating thereto, all appurtenances thereto, as well as any common element interests therein, and subject to the terms and conditions set forth in this Agreement.

22 Terms of the Option. The Option granted hereby shall have the following terms and conditions:

2.2.1 Term: The Option shall have a term beginning on the Effective Date and expiring eighteen (18) months following receipt of all Governmental Approvals pursuant to Section 1.3.5 hereof, unless the same shall sooner be exercised or terminated in accordance with the terms hereof ("Option Term").

2.2.2 Purchase Price: The total purchase price for the Subject Properties shall be One Million Two Hundred Thousand Dollars (\$1,200,000) (the "Purchase Price").

2.2.3 Exercise of Option: Upon satisfaction of the Condition of Exercise described in Section 2.2.4 below, the Option may be exercised by the Developer by the transmittal of a signed written notice of the Developer's exercise of the Option ("Notice of Exercise"), and specifying the date, time and place for closing on the purchase of the Subject Property, which shall not be later than ninety (90) days following the date of the Notice of Exercise ("Closing Date"). The Developer shall have the right to exercise the Option with respect to either or both Subject Properties, and if exercised for one of the Subject Properties the Option shall continue in force for the other Subject Property for the remainder of the Option Term. If the Developer exercises the Option separately, the purchase price for the first property shall be Seven Hundred Thousand Dollars (\$700,000). The purchase price for the second property shall be Five Hundred Thousand Dollars (\$500,000).

2.2.4 Condition of Exercise: It shall be a condition of exercise of the Option that the Site Concept Plans shall have been completed pursuant to Section 1.3.3 above.

2.2.5 Closing: The closing of the purchase of each Subject Property hereunder shall be conducted in accordance with the following provisions:

(a) The City shall sell, assign, convey, transfer and deliver title to the Subject Property together with all easements, licenses, rights of way and appurtenant rights reasonably required in order to develop the Subject Property in accordance with the Site Concept Plan, and together therewith all surveys, plans, specifications, title commitments or policies and other records, files or information related to the development of the Subject Property in accordance with the Site Concept Plan, free and clear of any liens, encumbrances or restrictions of any nature, except for the Permitted Real Property Liens. "Permitted Real Property Liens" means: (i) real property taxes for the current tax year that are not due and payable as of the Closing date, (ii) any liens, encumbrances or other title exception or nonconformity accepted by, or not expressly objected to in writing by, the Developer at or before Closing, and (iii) local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations.

(b) The Developer shall pay the Purchase Price by wire transfer to an account specified by the City, as increased or decreased by applicable prorations and adjustments, including (i) all real and personal property taxes and similar ad valorem obligations levied with respect to the Subject Property for a taxable period that includes (but does not end

on) the Closing Date based on the number of days of such taxable period included in the period ending with and including the Closing Date, (ii) any and all other income and expenses items that relate to the Subject Property that are incurred during a period beginning before the Closing Date and ending after the Closing Date, including but not limited to (i) water, sewer, electricity, gas, oil, telephone and other utility expenses, and (ii) payments under any contracts or agreements related to the Subject Property that Developer agrees to accept an assignment (collectively, the “Prorations”). The Prorations shall be apportioned as of the Closing Date such that the City shall be liable for that portion of such Prorations relating to, or arising in respect of, periods through and including the Closing Date and Developer shall be liable for (and shall reimburse the City to the extent City shall have paid) that portion of such expense items relating to, or arising in respect to, periods after the Closing Date.

23 Memorandum of Option. The Parties agree that upon request of either Party, a Memorandum of Option incorporating the terms hereof may be filed in the York County Registry of Deeds in lieu of the filing of the whole of this Agreement.

ARTICLE III RESPONSIBILITIES OF PARTIES

The Developer and the City have agreed to implement the vision and objectives embodied in the Camoin Study by agreeing to complete the responsibilities of each Party enumerated in this Agreement. The Parties acknowledge that this is a joint public and private enterprise in which the Parties will work closely together to further the completion of the Project. The following responsibilities are hereby assigned to the Parties:

3.1 Developer Responsibilities. The Developer shall use commercially reasonable efforts to:

3.1.1 Perform its obligations pursuant to Article I hereof.

3.1.2 Design, develop and construct the Adjacent Buildings in accordance with the Site Concept Plans, or arrange for their design, development and construction through one or more Development Relationships. The Parties agree that the development of the Adjacent Buildings may be phased.

3.1.3 In designing and developing the Adjacent Buildings, the Developer shall consider the following factors:

- a. Site use plans that incorporate urban mixed use principles;
- b. Transit and pedestrian orientation with existing or future facilities in the Mill District;

c. Connection to surrounding properties, including cross track connections to the Saco-Lowell Building, potential use of buildings and building sites on Elm Street and the potentially re-aligned Lincoln and Pearl Streets; and

d. Coordination with mill owners in the Mill District, particularly as it relates to energy self-sufficiency.

3.2 City Responsibilities. Perform its obligations pursuant to Article I hereof.

3.2.2 The City shall continue to move forward with and make progress on the development of the Municipal Parking Garage and shall use best efforts to keep the Developer apprised of all design plans and changes. The Developer's responsibilities under this Agreement shall be conditional upon the Developer's deeming suitable the Garage Concept Plan, which shall include the Developer having sufficient time and opportunity to review the Garage Concept Plan and to exercise the Developer's judgment, at its sole discretion, regarding the suitability of such Garage Concept Plan. In the event that the Developer determines that the Garage Concept Plan is not suitable, and the City and the Developer are unable to agree to revisions to the Garage Concept Plan that make such plan suitable to the Developer, the Developer shall be permitted to terminate this Agreement with no further obligation and without penalty, as specified in Article VI.

3.2.3 The City shall continue to move forward on the planning, design and construction of the next phase of the RiverWalk.

3.2.4 The City shall pursue the planning and design of smart infrastructure for the benefit of 3 Lincoln Street and downtown Biddeford, including without limitation, gigabit internet service, wireless broadband mesh network, LED lighting, video and sensor technology, and the software required to store, analyze and secure data transmitted through this smart infrastructure.

3.2.5 The City and Maine Energy Recovery Company, LP, the former owner of the Site, pursuant to a Voluntary Response Action Plan ("VRAP"), completed environmental remedial actions on the Site resulting in a Maine Department of Environmental Protection Certification of Completion of a Voluntary Response Action Plan. The Certification of Completion is recorded in the York County Registry of Deeds in Book 17072, Page 169. Developer recognizes and agrees that the Certification of Completion and the Declaration of Environmental Covenant recorded in the York County Registry of Deeds in Book 17098, Page 898 imposes certain covenants, conditions and restrictions on the Site that are binding upon Developer and its successors and assigns. Developer agrees that the Certification of Completion is satisfactory evidence that all required environmental remediation on the Site was completed as of the date of the Certification of Remediation and that the City's obligations to complete any additional environmental remediation at the Site required in order to allow for the development of the Site contemplated hereby, including the financing of such development with financial institutions, is limited to environmental conditions occurring after the date of the Certification of Completion. In the event that any such remediation is necessary, the City will provide to

Developer, on or before the Closing Date for each Subject Property, evidence of the required remediation in form reasonably acceptable to Developer and any financial institutions financing the Municipal Parking Garage and Adjacent Buildings, including the environmental clearances listed on Exhibit C hereto.

32.6 The City shall provide the Developer with all environmental site assessments (phase 1 and 2 together with any additional test results), geotech studies, the results from test borings, soil samples, monitoring wells, and all other background information in the City's possession, or under its control, pertaining to the Site.

32.7 The City will assist the Developer in any local or state reviews necessary for the development of the Site.

32.8 The City shall exercise best efforts to assure that the Developer is not required to bear the cost of all offsite improvements necessary to support the contemplated development of the Project, including any costs necessary to ensure that utilities adequate to support the contemplated development are delivered to the Subject Property.

32.9 The City will work with the Developer to identify a full range of financial, tax, and development incentives for the redevelopment of the Site; provided, that the City's obligations under this Section 3.2.9 are subject to the Developer's cooperation in providing reasonably requested financial and project-level information. Any such financial information provided by the Developer shall be treated as confidential information pursuant to this Agreement and as confidential business information to the extent allowed by law and protected as such.

32.10 The City shall promptly provide to the Developer all information it has related to potential Development Relationships.

3.3 Joint Party Responsibilities.

33.1 Performance: Time is of the essence and a material provision of this Agreement. The Developer and the City shall exercise commercially reasonable efforts to coordinate their development efforts and recognize that meeting the timelines contained herein are, in part, contingent upon the overall success of developing their respective portions of the Projects and market trends. The Parties may agree to mutually extend the timeframes specified herein as appropriate based on overall development progress; provided, however, that if one or more of the Parties does not meet a timeframe specified in this Agreement and the Parties cannot mutually agree upon an extension of such timeframe, such failure to meet the original timeframe shall be treated as an Event of Default, as defined below.

33.2 Access to Information: Upon reasonable request, each Party shall provide the other Party with full and complete access to data, documents, and any other information pertinent to the Project in order to permit each Party to perform an adequate due diligence review of matters related to the Project at each stage of development.

333 Cooperation: In addition to the actions recited herein and contemplated to be performed, executed and delivered by each Party, each Party shall perform, execute and deliver or cause to be performed, executed and delivered hereafter any and all further acts, deeds and assurances as the other Party may reasonably require to consummate or evidence the consummation of the transaction and/or the discharge of the obligations contemplated herein. The City and the Developer shall use reasonable efforts to coordinate the timing and installation/construction of all offsite improvements, if any, required in connection with the development of the Project.

334 Confidentiality: Neither Party, nor any permitted affiliate, agent or advisor of either Party shall: (a) disclose to any third party any information concerning the Project, the Site, prospective or actual Developer Relationships, the other Party, its affiliates or this Agreement; or (b) use any such information in any manner which may directly or indirectly negatively impact the Project, the other Party, or its affiliates, except that such information may be disclosed by such Party if required by law or, following written notice to the Party whose information is to be disclosed, to any lender or prospective lender or other entity necessary to develop or finance each portion of the Project. This confidentiality requirement shall not restrict the release of information which: (i) is or becomes generally available to the public other than as a result of disclosure by the other Party or its representatives, (ii) was or becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party or its representatives; provided, that, to the receiving Party's knowledge and after due inquiry, such source is not prohibited from disclosing such information to the receiving Party by a contractual, legal or fiduciary obligation to the disclosing Party or its representatives, or (iii) is independently developed by the receiving Party without violating its obligations hereunder. In the event that this Agreement terminates prior to the purchase of the Subject Property by the Developer pursuant to Article 2 herein, then all such data, plans, proposals, and other materials furnished hereunder shall be returned to the Party from whom received, with an appropriate assurance that all copies thereof have been destroyed, except for those materials that were presented to the Developer, the Biddeford City Council or other governing body of the Parties. The obligations established pursuant to this section shall survive any termination of this Agreement and the withdrawal of a Party for a period of three (3) years.

ARTICLE IV LIMIT OF LIABILITY

Notwithstanding any other provision of this Agreement, in no event shall the Parties or any of their Affiliates, by reason of any of their respective acts or omissions relating to the development, negotiation, design, financing, ownership, construction, operation or maintenance of the Project, or relation to any of their obligations under this Agreement, be liable whether in contract, tort, misrepresentation, warranty, negligence, strict liability, or otherwise for any special, indirect, or consequential damages arising out of or in connection with this Agreement, or the performance, non-performance or breach thereof.

ARTICLE V

INDEMNIFICATION

Each Party shall indemnify, defend, and hold harmless the other Party and its agents, servants, officers, directors, employees and Affiliates from and against any loss, cost, liability, claim, damage, expense (including, without limitation, all out-of-pocket expenses, reasonable attorneys' and paralegal fees, disbursements and costs), penalty or fine incurred in connection with any claim or cause of action arising from or in connection with any claim or cause of action arising from or in connection with the Project or this Agreement to the extent caused by the negligence, misrepresentation, fraud, fault or misconduct of the indemnifying Party or any of its Affiliates.

The City's duty to indemnify shall not waive any defense, immunity or limitations of liability, which may be available to the City, its officers, agents, or employees, under the Maine Tort Claims Act, 14 M.R.S. §8101, et seq., or any other privileges or immunities as may be provided by law.

The Developer shall maintain commercial general liability insurance with coverage for personal injury liability and/or property damage liability with minimum limits of not less than \$1,000,000 per occurrence, and shall name the City as an additional insured on such policies.

ARTICLE VI

DEFAULT AND REMEDIES

6.1 Events of Default. The following shall each constitute an event of default under this Agreement (each, an "Event of Default"),

6.1.1 The Developer's failure to observe or perform any covenant, agreement, or obligation of the Developer set forth in this Agreement, whether or not specifically identified in this Agreement as an Event of Default.

6.1.2 The City's failure to observe or perform any covenant, agreement, or obligation of the Developer set forth in this Agreement, whether or not specifically identified in this Agreement as an Event of Default.

6.1.3 The filing by the Developer of any petition or the initiation of any proceedings under the United States Bankruptcy Code or under any act or acts, state or federal, dealing with, or relating to the subject or subjects of bankruptcy or insolvency, or under any amendment of such act or acts, either as a bankrupt or as an insolvent, or as a debtor, or in any similar capacity, by the Developer; or any involuntary petition in bankruptcy is filed against the Developer and the same is not stayed or discharged within sixty (60) days from such filing; or any other petition or any other proceedings of the foregoing or similar kind or character is filed or instituted or taken against the Developer, or a receiver of the business or of the property or

assets of the Developer, is appointed by any court, except a receiver appointed at the insistence or request of the City; or the Developer makes any assignment for the benefit of its creditors;

62 Opportunity to Cure. If an Event of Default occurs, the non-breaching Party shall give the breaching Party written notice of the Event of Default and an opportunity to cure of not less than thirty (30) days, and if the default is, of its nature, not curable within 30 days, then a reasonable period to effect a cure given the nature of the default.

63 Remedies. In the event that the breaching Party fails to cure an Event of Default within the cure period set forth in Section 6.2, then the non-breaching Party shall be entitled to pursue any and all legal or equitable remedies available to it under the circumstances.

ARTICLE VII REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties. Each Party represents and warrants to the other that:

7.1.1 it is duly qualified to do business and is in good standing in the State of Maine;

7.1.2 it has full power and authority to execute, deliver and perform its obligations under this Agreement;

7.1.3 the execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action by such Party; and

7.1.4 the execution and delivery of this Agreement by such Party and the performance of the terms, covenants and conditions contained herein will not violate the articles of incorporation or by-laws of such Party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either Party is bound.

ARTICLE VIII FORCE MAJEURE

The timeframes and deadlines for performance of the obligations of the Parties shall be specified herein shall be extended during the period of any force majeure. For the purposes of this Agreement, “force majeure” shall mean and include all factors, circumstances, transactions, occurrences and other actions beyond the direct control of the Party, including without limiting the generality of the foregoing, labor disputes, civil disturbance, war, war-like operations, invasions, rebellion, hostilities, military or usurped power, sabotage, fires or other casualty, or acts of God that have the effect of rendering practically unavailable materials or labor or other resources necessary to perform the obligation or responsibility in a timely manner.

ARTICLE IX
MISCELLANEOUS

91 Right to Require Performance. The failure of either Party at any time to require performance by the other Party of any provisions hereof shall in no way affect the right of such Party thereafter to enforce same. Nor shall waiver by either Party of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.

92 City Agencies and Regulators. This Agreement is not intended to supersede the authority granted by law to any regulatory board or agency of the City. Such regulatory boards and agencies must perform their responsibilities in accordance with the law governing that performance. Therefore, nothing in this Agreement shall be construed or implied to require the City's planning, zoning, land use or other regulatory boards or agencies (however designated) to approve the plans for any aspect of the Project or other action required under this Agreement. Such boards and agencies are not obligated in any way by this Agreement

93 Relationship of Parties This Agreement shall not be interpreted or construed to independently create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other Party.

94 Affiliates. The Developer may form or employ related Affiliates for purposes of participating in the Project. It is expressly recognized that the Developer contemplates use of one or more special purpose entities to develop the Adjacent Buildings.

95 Definition of Terms. It is agreed by the Parties hereto that reference in this Agreement to the City and the Developer, and all expressions referring thereto, shall mean the party, person, or persons named above as the City and the Developer, as the case may be, their successors and assigns, or any person, persons, or parties claiming by, through or under them.

96 Integration. This Agreement encompasses the entire Agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written. The Parties hereby acknowledge and represent, by affixing their hands and seals hereto, that the Parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other Party or any other person or entity whatsoever, prior to the execution of this Agreement. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a Party's reliance on such representation, assertion, guarantee, warranty,

collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of the Party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

97 No Oral Modifications. This Agreement may not be amended or terminated orally. This Agreement and all the covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Except for an affiliated single purpose entity organized by the Developer to construct and operate the Project, neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated by any Party, without the prior written consent of the other Party. This Agreement is not intended to confer any rights or benefits to any entity other than to the City and to the Developer, its affiliate entity organized to construct and operate the Project, and its affiliates.

98 Mutual Cooperation and Further Agreements. The Parties acknowledge that the obligations set further herein may be further described in other agreements as agreed to by the Parties. The City and the Developer agree to cooperate in good faith with regard to each and every aspect required for the completion of all operations contemplated by this Agreement. The Parties further agree to negotiate in good faith and to enter such other and further agreements as may be necessary to implement any aspect of design, engineering, construction or facility operation contemplated under this Agreement.

99 Expenses. Each Party shall pay all charges and fees in connection with employment of its respective attorneys relating to the negotiation of this Agreement, the Option, and the Definitive Agreement.

9.10 Notice. All notices required to be given to the City or the Developer under this Agreement shall be in writing and deemed given upon the earlier of actual receipt by personal delivery or two (2) days after being mailed by U.S. priority, registered or certified mail, return receipt requested, or a reputable overnight courier as follows:

City	City of Biddeford c/o James A. Bennett, (or the then current) City Manager P.O. Box 586 205 Main Street Biddeford, Maine 04005
With a copy to	Keith R. Jacques, Esq. Woodman Edmands Danylik Austin Smith & Jacques, P.A. P.O. Box 468 234 Main Street Biddeford, Maine 04005

Developer BE Fidler, LLC
 c/o James H. Brady
 P.O. Box 7486
 Portland, ME 04112-7486

With a copy to Christopher E. Howard
 Pierce Atwood LLP
 254 Commercial Street
 Portland, Maine 04101

9.11 Governing Law. This Agreement is and shall constitute a contract under and is to be construed in accordance with the laws of the State of Maine. Any dispute resulting in legal action and not resolved by arbitration, mediation, or such other method as may be mutually agreed to by the Parties shall be adjudicated within the jurisdiction of the State of Maine.

9.12 Severability. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

9.13 Survival. All express representations, warranties, indemnifications or limitations of liability made in or given in this Agreement shall survive the expiration or the termination of this Agreement for any reason.

9.14 Mediation/Arbitration. The Parties hereto agree that prior to filing litigation they will consider alternative dispute resolution techniques such as mediation and arbitration to resolve all claims, counterclaims, disputes and other matters in question between the Parties arising out of this Agreement.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of this _____ day of _____, 2019.

DEVELOPER:
BE FITLER, LLC

Witness

By: _____
Its:

CITY OF BIDDEFORD

Witness

By: _____
Name: James A. Bennett
Title: City Manager

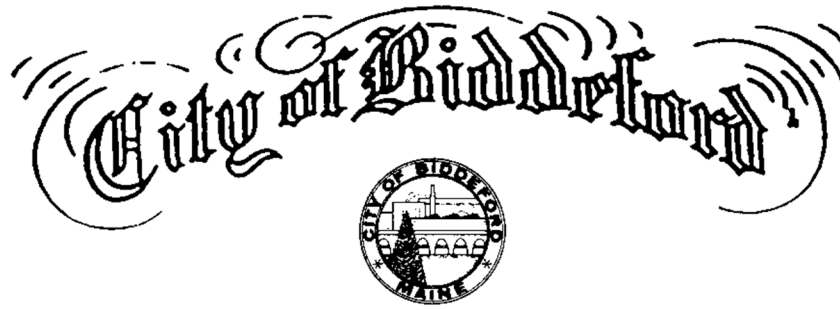
Exhibit A
Site Plan

[insert Site Plan]

Exhibit B
Legal Description

[insert legal description of Site]

Exhibit C
Environmental Clearances

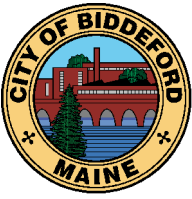


2019.32

IN BOARD OF CITY COUNCIL... APRIL 2, 2019

BE IT ORDERED, that the City Manager be authorized to enter into a Preliminary Development Agreement with Biddeford Innovation, Inc (Treadwell Franklin Infrastructure Capital Partners/James W. Sewall Co.) to explore public infrastructure financing (PIF) as a means of constructing a parking facility (garage), appropriate pedestrian connections, and a defined section of the RiverWalk at and near the 3 Lincoln Street property.

City of Biddeford, Maine



The Office of
City Manager

James A. Bennett

Email: jbennett@biddefordmaine.org

MEMORANDUM

TO:	Honorable Mayor Casavant Honorable City Council
FROM:	James A. Bennett, City Manager
DATE:	March 29, 2019
RE:	Agenda Item 2019.32 Treadwell Franklin Infrastructure Capital Partners/James W. Sewall Co.

On Tuesday evening, you are being asked to approve the first step in a process that will allow the City to consider private infrastructure financing/partnership for the parking garage and next phase of the riverwalk. This memo will serve to:

- explain the private infrastructure financing (PIF)
- explain the pros and cons of private infrastructure financing
- outline the steps if it was to be used in Biddeford
- provide the details of the proposal.
- summary of the differences between public and private financing

Private Infrastructure Financing (PIF)

There is a growing gap between infrastructure needs and available capital to finance those needs. Out of this gap arose a new public private partnership. Often described as private infrastructure financing, the actual relationship that develops between the municipality and the contractor goes beyond simply financing. It changes the risk structure significantly for the community.

PIF has been used for nearly two decades in other parts of the world; namely, United Kingdom, Australia and Canada. The use in the United States is just starting to gain popularity. It is believed that if the Council proceeds with this option, it would be the first PIF project in Maine.

The proposed projects under consideration for PIF in Biddeford include the construction (and operation) of the parking garage, the construction of the pedestrian connections to the parking garage, and the construction of the next phase of the RiverWalk. The contractor would not only handle financing, they would also be responsible for construction oversight and all risks, including construction cost overruns.

Assuming the Council decided to proceed with this option after successful completion of a pre-development evaluation, the parking garage project would be completed by the private partner and then the partner would operate the garage for an extended period (most likely 40 years). The partner would also take over the construction of the pedestrian connections and next phase of the RiverWalk. For lack of a better way to describe the transition, it would be practically the same as if the private entity was

now the owner of the three public infrastructures *but without the City losing total control over the project.*

From that point forward, all of the costs would be borne by the private partner. By contractual agreement, they would be obligated to build the infrastructure according to the agreed upon designs and standards. Contained within the same agreement, the City would have influence over some pricing decisions. The agreement would also require certain ongoing preventative maintenance and technology upgrades by the partner. Finally, at the end of the agreement, the parking garage would be sold to the city for the traditional \$1.00 token fee. The agreement would have the necessary language to ensure that the garage is returned as a well maintained and very functional facility.

The day to day operations of the garage would be handled by the private entity; they do actually own the garage. The City, obviously, not being the owner, would not receive the parking revenues that are paid by the users of the garage. The City, however, would be very interested in the long term maintenance and proper reinvestment in the garage since at the end of the period, it would become the City's. The City would be contributing to the garage (based on the actual operations of the garage) at some level in order to ensure that those investments would be made. The final determination of the timing, amounts and nature of the payments would not be finalized until the conclusion of a pre-development agreement period. These detail would be subject to an ongoing negotiation between the parties during this period.

Public Infrastructure Financing/Partnership Advantages and Disadvantages

There is no simple answer to whether public or private financing is the best way to go. There are numerous publicly available articles that cover the range of opinions regarding this issue. Most address more traditional infrastructure projects; ones that do not include the assumption of risk, operating the asset for an extended period of time as well as the forgoing of future user fees that currently do not have a predictable track record. These very important differences need to be in the forefront of a person that is trying to determine whether such an option is a viable one for Biddeford. Thankfully, that decision will be made at a later date (at the completion of the pre-development review) and when many more details are available.

Notwithstanding the very important differences in this specific PIF, generally the quick and dirty analysis is that the true 'cost' of the financing is more expensive than a traditional public financing project. However, on the positive side, there are significant public benefits because of private sector capacities. Intellectual reviews of the differences will often argue that private sector innovation, efficiency, and a perception that a private entity will manage the asset better ('efficient whole-of-life treatment'), are often cited as the public benefit. I would suggest that the most valuable component to private financing is the transfer of risk. This is covered later in more detail.

There are two other major aspects of PIF that is very beneficial to the City. First, with the introduction of equity partners as provider of the financing principle, TFIC is able to secure a much longer financing term than the City would be allowed utilizing revenue bonds. As a reminder, the proposed revenue bond financing, should the city undertake the project, is based on the complete backing of TIF revenues. The last TIF account expires in 17 years.

The second significant factor that is often undervalued is the financial classification differences by our auditors. Traditional public financing would occur as debt on the City's financial statements. The private financing/partnership would likely be considered a long term contractual obligation. As such, it might become one of the significant notes to the financial statements.

Approval Process to Implement Private Infrastructure Financing/Specific Information Regarding This Proposal

There are two major milestones prior to approval of the private infrastructure financing/partnership. The first is authorizing a pre-development agreement (PDA). The second is to enter into a joint development agreement (JDA). On Tuesday evening, you will consider the first major step.

This step will allow the Treadwell Franklin Infrastructure Capital Partners/James W. Sewall Co. (TFIC) the protection to invest the necessary time and resources to put the financing together. As part of that protection, the City would agree to use TFIC exclusively for the private financing option. One of the most important details is the actual financial support that the City would be expected to contribute over the proposed 40 years of the agreement. It is also critical to understand exactly the nature of those payments. In order to establish these figures definitively, significant work needs to occur. For illustration purposes only (the list is not inclusive of all work), TFIC will need to evaluate the current garage design and determine if any modifications should be made, negotiate with potential contractors for the projects to secure pricing, secure private investors, determine the proper financing model, secure the likely business partner to operate the garage, and determine the parking revenues based on likely demand.

Each of these steps involve real costs and time. The private partners will seek protection that the investment will not be arbitrarily dismissed. Hence the PDA will cover several key factors. First, it will establish a contractual partnership between the parties. Second, it will require TFIC to perform a parking revenue report for the purpose of satisfying investors that there is sufficient revenue to support the debt. This needs to be done by a nationally recognized firm. The City Council had previously authorized engagement of Becker Consultants with SP+ as a subcontractor to perform similar work for the same reason. Only very preliminary work has been done. TFIC may end up using the same firm to complete the work. The City will be responsible for the payment of this work. It should be noted that this exact work will be needed for a public traditional financing as well so this is not an added cost.

TFIC will act as our agent in reviewing the details of the parking garage design by Desman. There will be no cost for these services.

TFIC will finalize the financial modeling and project plan during the PDA. There will be no cost to the city for this work. However, if the City elects to either not build the parking garage or do the traditional financing instead, a one-time payment of \$40,000 will be owed.

No later than June 30, 2019, TFIC will deliver to the City the results of the work they have done. The work will include the details of the proposed financing/operating costs. This will include the actual details of the financial support that would be required by the City.

Following the receipt of the report, the City will consider the actual proposed project against traditional financing. The Council at this point could either:

- authorize the final JDA with TFIC for implementation
- seek traditional financing for the project (and pay the \$40,000 'break-up' fee)
- not proceed with the parking garage (and pay the \$40,000 'break-up' fee)

Should the Council approve the private infrastructure financing/partnership, the Riverwalk, pedestrian connections, and parking garage would have an expected opening date in the spring of 2021. The exact dates would be specified in the agreement.

Comparison of Traditional Financing

There are several different lenses that the Council should use to evaluate this alternative financing in comparison to traditional public financing. These appear in no particular order.

- Construction oversight and risk: JDA will define what will be delivered as the infrastructure. Once the agreement is signed, any construction change orders and cost escalation risk belongs to the partners (not the City). For traditionally financed projects, the municipality is totally responsible for these items. In addition, the costs associated with construction oversight (clerk of works, other city staff) becomes the responsibility of the partner.
- Operations and staffing: all operations of the garage and pay-per-use parking lots become the responsibility of the partners. Traditional financing would require the city to continue to run and operate the facility. Even if the City hired a contractual operator, it still would have responsibilities for their oversight.
- Debt vs Contractual Agreement: Entering into a private infrastructure financing agreement would be treated on the city's financial statement as a long term contractual obligation; most likely as a significant note in the audit. Issuance of a revenue bond for traditional financing would be treated as a long debt.
- Decision making control: as the Council is very aware, parking programs are not always about the bottom line. Public policy and public involvement will dictate that occasionally the City is willing to forgo the optimization of revenues to achieve a higher purpose. To illustrate this point, one needs to look no further than the decision to not charge in the yellow lot during Winterfest. While true, the economics of parking is such that one should not envision that pricing by a private entity will be outrageously higher than that of the City. The City will have language in the agreement to allow some involvement and influence regarding pricing decisions.
- Cost of financing: as indicated earlier, the cost of financing will be higher for the PIF option.
- Risk: in traditional financing, all risk is borne by the municipality. That risk ranges from cost overruns during construction to operational risks. In a PIF model, the risk is limited to that which is established in the final agreements. As so noted above, almost all risk to the city related to the bidding and construction of the assets are eliminated.
- Timing of projects: public process and procurement are slow by design. The process is filled with multiple decisions and approvals. In this PIF proposal, the timing is very defined. Specifically, the Council is left with only two affirmative votes to proceed. The first would be to engage TFIC to proceed with the due diligence (the PDA). The second would be to enter into a JDA to proceed with construction. No further vote of the Council would be needed.
- Forgoing upside revenues in exchange for certainty of financing and operations: PIF directs all revenues from parking (some of the lots and garage) to be used by the partners to satisfy their debt payments, payments toward equity investment and any other costs before it is shared with the City. Under the same set of circumstance, the City would see more net revenue than with the PIF model. However, the critical question to be pondered is if a municipally-operated facility could actually create the same efficiencies and revenues as the private sector. Most discount this ability and hence, discount the actual 'cost' of the upside revenues that are foregone.
- Riverwalk financing: The ability to finance the parking garage via a revenue bond is possible with the support of the TIF funds. However, financing the construction of the riverwalk will be more challenging. The main options for financing the RiverWalk might include a complex

lease/purchase arrangement or possibly including the RiverWalk as part of the larger parking garage revenue bond financing. In more challenging economic times, it may have been possible for the community to bid the project in such a way to require the contractor to provide the financing for the RiverWalk project (allowing the city to pay the cost over the life of the TIF). This is simply not practical in today's economy and even if it was, it would be very expensive. While not stated, traditional bonding is always an option.

- Leveraging of the garage/RiverWalk certainty with other economic development: while there may be some disagreement on the value of the projects with regard to future economic development activity, I believe it will be hard pressed for someone to make a tangible argument that it would not spur additional development. As you all know, many, including staff, believe that a real RiverWalk that truly opens up the falls and more of the river is a game changer for the community. Further, the two other tangible projects on Tuesday's agenda are directly influenced by these projects.

Summary

On Tuesday night, the Council will have the opportunity to review another viable option for the construction, financing and operation of the parking garage, pedestrian connections to the garage and the next phase of the RiverWalk. As has been outlined, this step does not commit the City to proceed in this direction. It does provide the necessary details in order to be able to make that determination in July.

By authorizing this step, the City will:

- Complete the third party review of the parking revenues. This needs to be done to complete the traditional municipal bonding financing. The work will be overseen jointly by TFIC and the City with the City responsible for the payment. If the PDA with TFIC is selected, the funds will be paid from the project costs. If not, the City will pay it out of the already authorized project costs.
- It will use TFIC as the City's agent in the review of Desman's garage design work. There will be no costs to the City associated with this work.
- TFIC will complete the necessary due diligence work needed to finalize all aspects of a JDA between the parties, including the necessary investments by the City in order to guarantee the condition of the parking garage at the end of the agreement. The parking garage will be given to the City at that point.
- Should the City decide to use traditional public financing or not build the parking garage at all, the City would be liable for a so-called 'break up' fee of \$40,000 to cover the expense of TFIC under the PDA to develop the JDA models.

Mr. James Bennett, ICMA-CM
City Manager
City of Biddeford
205 Main Street
Biddeford, Maine 04005

**Re: Biddeford Innovation Inc.
TFIC Preliminary Development Agreement**

25 March 2019

Dear Mr. Bennett -

Following our various discussions and correspondence with you and your staff regarding our Biddeford Innovation Inc. proposal, you have asked us to provide an outline for a preliminary development agreement to advance development of the subject parking structure and RiverWalk (and potentially other assets.)

The following outline briefly summarizes the scope and basic terms of an agreement we consider important for us to advance due diligence and planning to the point that allows the Biddeford City Council to make an informed choice, and for TFIC and Biddeford to enter into a meaningful Joint Development Agreement:

- | | |
|--|---|
| I. Project | TFIC intends to incorporate Biddeford Innovation Inc., to undertake the Project, defined as: <ul style="list-style-type: none">1) Design, construction, financing, operation and maintenance of a 400-600 space parking structure at 3 Lincoln Street;2) Design, construction, and financing of the remaining RiverWalk project through the historic mill district;3) Development of additional building assets as directed and agreed with the City of Biddeford (the "City"). |
| II. Preliminary Development Agreement | Not later than April 30, 2019, TFIC and the City will enter into a letter agreement (the "PDA") to determine physical, financial and operational feasibility of the Project to be undertaken by the private sector. The PDA will include in very brief form the main points provided herein. |
| III. Financial Feasibility | <p>TFIC will develop a financial and program/project management model to present to the City, by not later than June 30, 2019, utilizing construction, operation and financial assumptions determined in due diligence during that period.</p> <p>The model will be presented to the City along with a comprehensive plan of finance, and will include the cost impact to the City, the expected financial results for TFIC and its affiliates and other private sector third parties, and will accompany the overall final Project proposal to the City.</p> |

- IV. Parking and Revenue Study** TFIC will direct a “investment grade study” of parking operations and revenues to be undertaken by a firm qualified to provide such analysis and reports.
- TFIC and the City will work together to minimize the costs of such Parking and Revenue Study, utilizing, where possible, existing experts, studies and work product. TFIC and the City will also work together to ensure the scope of the Parking and Revenue Study is consistent with Biddeford’s plans for development and projected needs.
- V. Design Partner(s)** During the PDA period, TFIC and Sewall will continue to work with the City’s design engineer/architect, Desman Design Management (“Desman”), to make efficient use of work completed to date and ensure City’s design objectives are met.
- TFIC will utilize Sewall’s technical capabilities as a reference tool relative to Desman’s work product, but Sewall will not bill for such work during the PDA period and the City will not be liable for Sewall’s internal costs.
- TFIC will work closely with the City to coordinate the Parking and Revenue Study work with the Design Partner work, to ensure a consistent Project profile and feasibility assessment.
- VI. Exclusivity** Under the PDA the City will agree that (i) it will not engage or entertain discussion of the Project or a scope similar to TFIC’s PDA with any other party other than TFIC, until the earlier of termination of the PDA or execution of a joint development agreement, and (ii) if it elects to proceed with a “private” transaction (or public-private partnership) based upon the PDA conclusions, it will do so with TFIC under a negotiated joint development agreement, not subject to external competition.
- VII. Documentation** The above scope of work will be documented under a PDA. In the event the City elects to proceed with a “private” transaction, it will enter into a comprehensive and binding joint development agreement (“JDA”) to be drafted and negotiated following the PDA.
- VIII. City’s Costs and Fees** TFIC will not request any retainer fees or work fees during the PDA period.
- The City will be responsible to pay fees and costs for:
- A. Work and work product of Desman Design Management, during the PDA period; and
 - B. Work and work product of the parking study provider culminating in the Parking and Revenue Study.

All work product of these entities under (A) and (B) above will become the property of and owned by the City. If the City and TFIC enter into a JDA following the PDA period, the City will provide copies and rights of use for the consultants' work product without restriction and at no cost to TFIC.

In addition, in the event that the City elects not to proceed with a private transaction (public private partnership) at the end of the PDA period, City will pay to TFIC a one-time 'break-up' fee of \$40,000 (Forty thousand US Dollars), to compensate for opportunity cost and work performed during the PDA period.

TFIC and Sewall are very excited about the Project and working with the City to ensure its success. We hope the above outline is useful for your purposes.

We are available to discuss the Project and our plans for its development at your convenience. Please do not hesitate to contact us for any reason.

Many thanks, and as ever,

All best regards

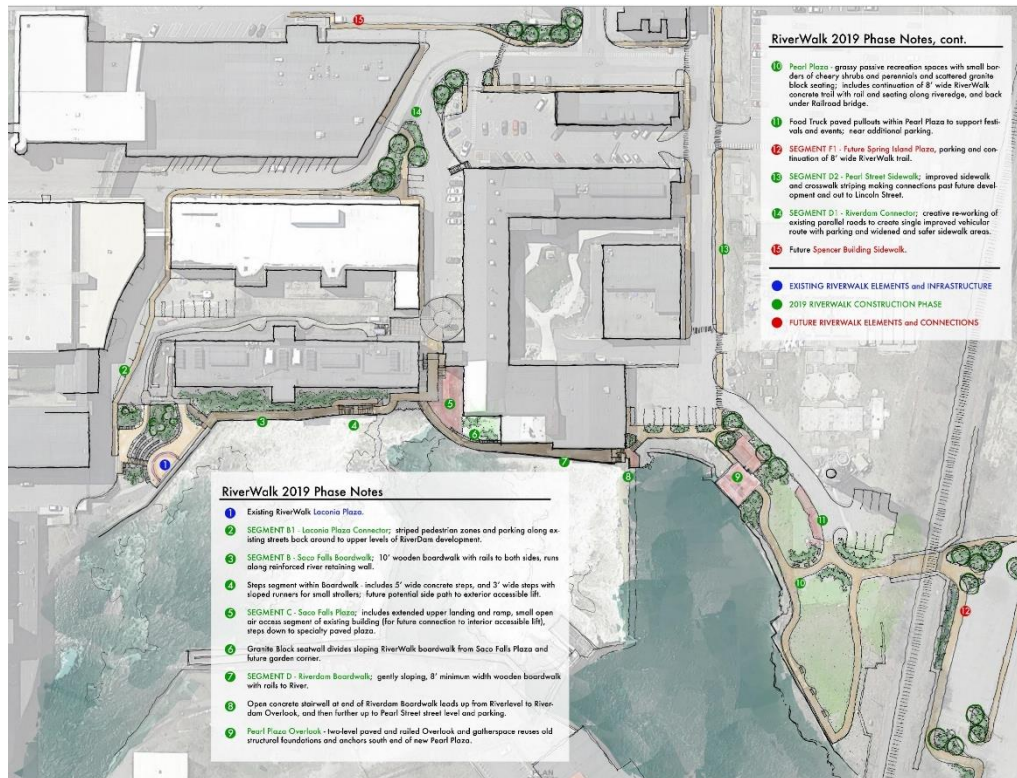
Stephen Rigal Jones
President/CEO
Treadwell Franklin Infrastructure

Biddeford Core Mobility

Prepared for

Biddeford City Council

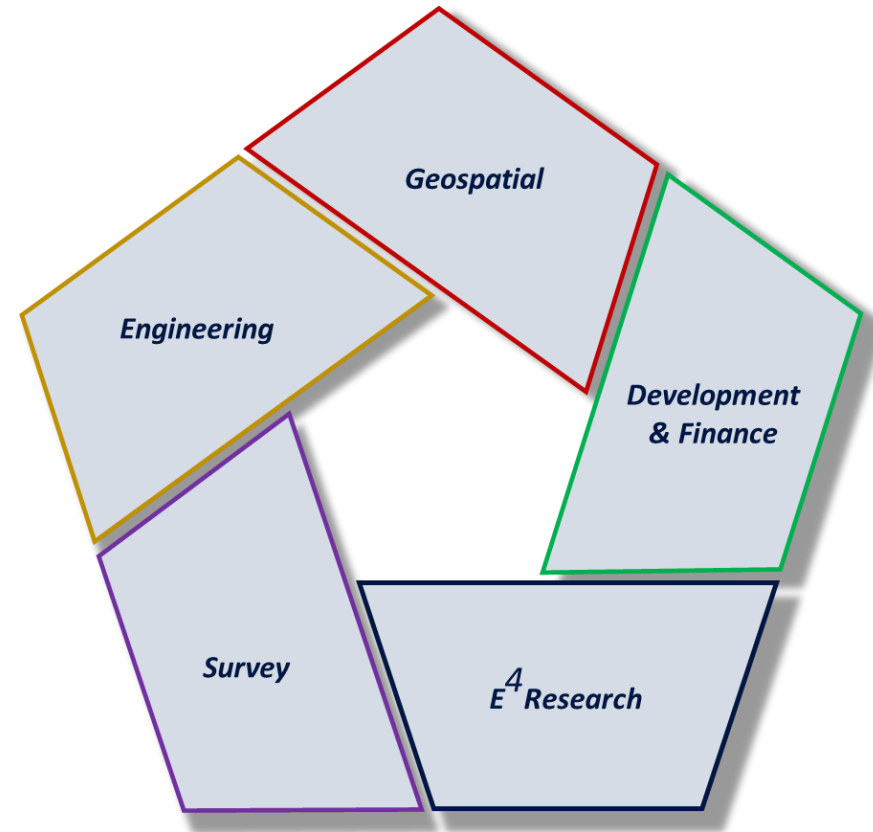
TFIC SEWALL proposes to assist with Biddeford's Historic Mill District redevelopment and renaissance by helping improve mobility for vehicle and pedestrian travel in downtown's core development areas.

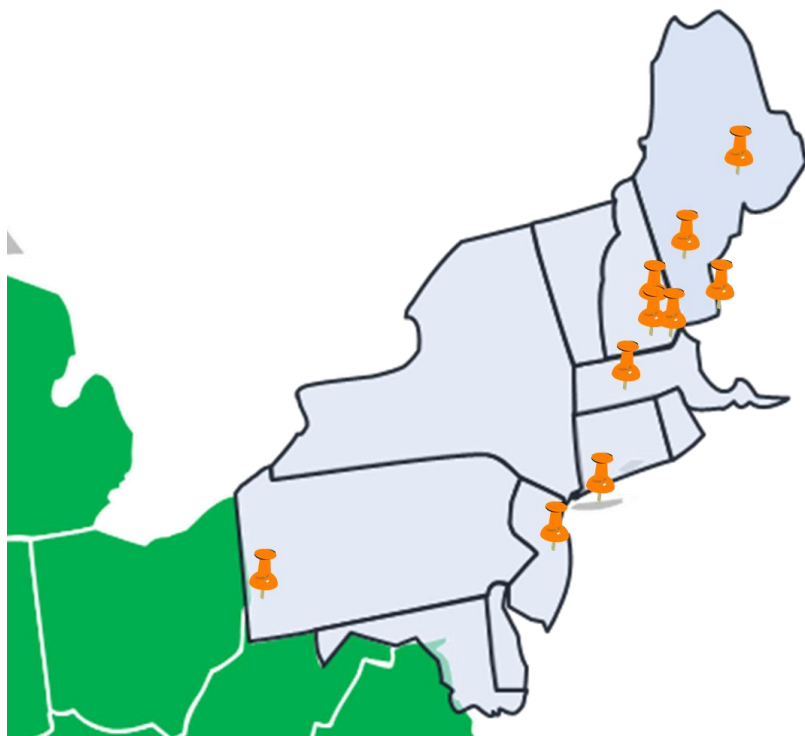


- Turnkey development and operation of 500+ space structured parking facility at 3 Lincoln Street.
- Operation and maintenance of municipal surface parking lots.
- Construction, finance and maintenance of completed Biddeford RiverWalk.
- Continuous operation of facilities under strict governance by City of Biddeford.
- Long-term ground lease between project 'owners' and City of Biddeford, with explicit hand-back provisions.
- Revenue sharing to replenish TIF facility⁹⁶ and provide revenue beyond TIF period.

TFIC SEWALL is the contemporary best-in-class answer to the US infrastructure crisis, combining engineering, survey, geospatial, development and finance capabilities.

TFIC SEWALL pairs the robust staying power and technical prowess of a 139-year old professional services firm, with dynamic infrastructure development and management capabilities set to address the needs of modern US infrastructure.





- ❖ TFIC|Sewall's infrastructure project development and finance is directed and conducted through the holding company, Treadwell Franklin Infrastructure Capital LLC ("TFIC")
- ❖ TFIC's business has a refined focus for infrastructure development, framed primarily as follows:
 - Assets and businesses located or operating primarily in New England and Northeast US.
 - Municipal and Institutional infrastructure (versus state and federal)
 - Commercial assets (ie. with identified revenues, versus public subsidies)
 - Situations where TFIC|Sewall capabilities can be deployed to create a strategic advantage



- ✧ James W. Sewall Company is a 139 year old iconic legacy Maine engineering firm, with deep roots in municipalities throughout the state and New England.
- ✧ TFIC acquired Sewall in May 2018, with a focus on 'tilting' the firm's resources toward infrastructure and needs of its municipal clients.
- ✧ Sewall brings best-in-class capabilities in three key areas:
 - **Engineering.** The Sewall Team is known for its superior design and construction management, and its creative approach to solving complex problems.
 - **Survey.** Sewall is the oldest surveying firm in Maine, conducting boundary surveys and mapping for land owners, business, government, and utilities since 1880.
 - **Geospatial.** Sewall provide the technologies and infrastructure management systems for utilities, municipalities and commercial operators of any size and complexity.

Engineering

Capabilities

- Civil site design/Development
- Renovations & Rehabilitations
- Asset Mgmt./ Pavement Mgmt.
- Structural Engineering
- Environmental Permitting
- Traffic Planning & Design

Markets Served

- Municipalities
- State/Govt. Agencies
- Institutions
- Private Developers
- Commercial
- Renewable Energy

Survey

Capabilities

- Boundary Surveys
- ALTA/ACSM
- Topographic Mapping
- 3D Scanning

Markets Served

- Municipalities
- State/Govt. Agencies
- Institutions
- Private Developers
- Commercial

GeoSpatial

Capabilities

- GIS
- Geospatial Mapping
- Database Mgmt.
- Website Development & Hosting

Markets Served

- Municipalities
- State/Govt. Agencies
- Utilities
- Institutions
- Commercial

Development

Capabilities

- Project Dev.
- Stakeholder Mgmt.
- Due Diligence
- Gov't Relations
- Project Teaming
- Public-Private Partnerships

Markets Served

- Municipalities
- Government Agencies
- Institutions (Higher Ed; Health Care)
- Private Industry

Finance

Capabilities

- Financial Structuring
- Commercial Struct.
- Financial Analysis
- Development Capital
- Project Debt/Equity
- Tax-exempt financing
- Commercial Advisory
- Public-Private Partnerships

Markets Served

- Municipalities
- Government Agencies
- Institutions (Higher Ed; Health Care)
- Private Industry
- Institutional Investors
- Commercial Lenders

Get to Know Our Team



Stephen Jones
TFIC President/CEO
TFIC Partner
Sewall Director



Andy Nelson
Sewall Chairman/CEO
TFIC Partner



George Campbell
Sewall President
Sewall Director
TFIC Partner
TFIC Advisory Chair



David Edson
Sewall Director



Kay Rand
Sewall Director



Matthew Dietrich
Executive VP - Sewall
*Project/Program
Mgmt.*



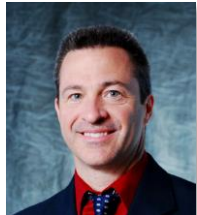
**Charles "Chuck"
Nadeau**
CFO - TFIC|Sewall
*Financial controls and
planning*



Brett Hart
VP- Sewall
Engineering



Brett Hart
VP - Sewall
Traffic Planning



John Allen
Director - Sewall
Survey



Kathy Benson
Director - Sewall
Human Resources



TFIC, Sewall and **ConEdison Solutions** (the unregulated energy generation businesses of Consolidated Edison inc.) operate under an alliance agreement for the development of municipal and institutional energy infrastructure in 13 Northeast US/New England States



Academic Innovators Inc. is a national consultancy established by former administrators, to promote best practice in higher education. TFIC and Academic Innovators have entered into an MOU to address energy and infrastructure needs at US colleges and universities.



As part of Sewall's sale of its cadastral/tax mapping business to **CAI Technologies**, the parties, with TFIC, entered into a long-term cooperation agreement to identify critical infrastructure needs in more than 500 municipal client communities serviced by CAI.

TFIC has entered into a key strategic joint venture agreement for project development and capital funding with Hunt Companies Inc, and its infrastructure fund, AMBER Infrastructure Group from the UK:



- ◆ Over \$10 billion in assets under management.
- ◆ Real asset investors in:
 - *Real Estate*
 - *Infrastructure*
 - *Sustainable Energy*
- ◆ Amber operates five distinct funds, including its International Public Partnership Fund.
- ◆ TFIC|Sewall represents a critical strategic partnership for Amber in its geographic expansion to the US.
- ◆ Amber is a partner to TFIC|Sewall on its NorthStAR Transmission project.



- ◆ Hunt Companies acquired its interest in the management company of Amber Infrastructure Group in 2015.
- ◆ Hunt Companies is an integrated developer, investor and manager of real estate and infrastructure, including military housing and other gov't facilities.
- ◆ Hunt Companies also provides financial services for its operating divisions.
- ◆ Hunt Companies operates a best-in-class public-private-partnership division in US infrastructure opportunities similar to TFIC.



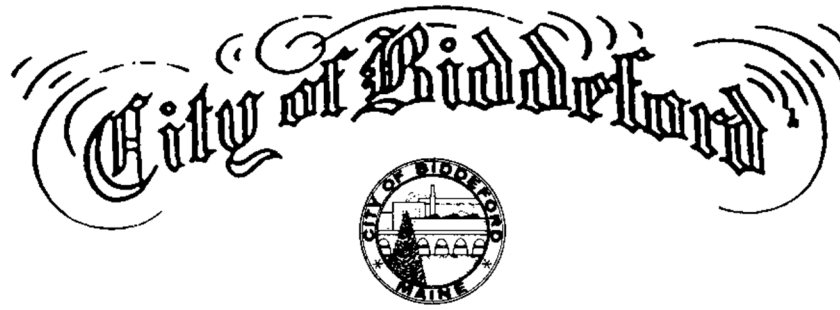
TFIC SEWALL

Developing the Business of Infrastructure™

www.tficapital.com

www.sewall.com





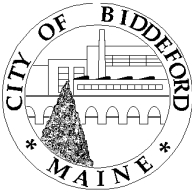
2019.33

IN BOARD OF CITY COUNCIL... APRIL 2, 2019

BE IT ORDERED, that the City Manager be authorized to instruct Desman Design Management of Rocky Hill, CT., to proceed with design for Phase II of a proposed parking facility (garage) at a not-to-exceed price of \$75,000.

Notes:

1. This work shall be performed in conjunction with the City's Declaration of Official Intent, Order 2017.32, approved April 4, 2017.
2. Expenses will be charged to the garage account 31234-60313.
3. The Phase II design will conceptually encompass approximately 35,500 square feet of structure and add 120+/- spaces resulting in a total capacity of 642+/- spaces.



City of Biddeford, Maine

Chief Operating Officer / ECO / Industrial Pretreatment

P.O. Box 586 • 205 Main Street • Biddeford, ME 04005

Phone: (207) 571-0032

Fax: (207) 571-0656

TO: Honorable Mayor Casavant and Council President McCurry
Honorable City Council

FROM: Brian S. Phinney, COO

CC: James A. Bennett, City Manager
Mathew Eddy, Economic Development Director

DATE: April 1, 2019

SUBJECT: Garage Phase II Design

There have been many newspaper articles, magazine stories, and television reports about the positive changes happening within Biddeford. We have seen these positive stories materialize in the amount of interest shown in real estate within the city core and the subsequent planned investment. A comparison of real estate sale prices, 2018 assessments, and planned investment once projects are completed, illustrates the growth that is expected through 2021, see Figure 1 and Figure 2.

We see this interest transitioning from an observation to a trend. These property purchases and the associated investment are having a positive effect on the value of properties. When the values increase more taxes are paid and there is less of a tax burden required on residential taxpayers.

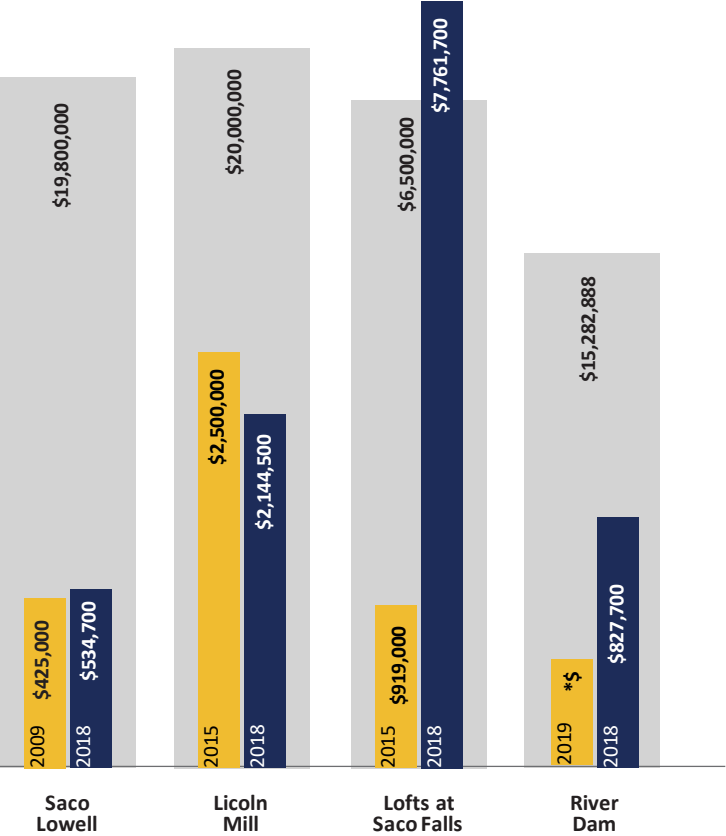
This growth does not come without the need to anticipate and plan for the impact(s) of this expected growth, particularly the impact such growth will have on parking. A review of 4 of these projects indicates that that the current garage design of 522 spaces will be upwards of 52% full by 2021, see Figure 3. In order to be prepared for future growth it is recommended that the City Council authorize the design of Phase II of the garage.

Figure 1

MILL AREA PROPERTY VALUES

Graph shows purchase prices compared to 2018 valuations and projected future values.

- Purchase Price
- 2018 Valuation
- Projected Value



*Values do not include 3 Lincoln investment

TOTAL VALUE*

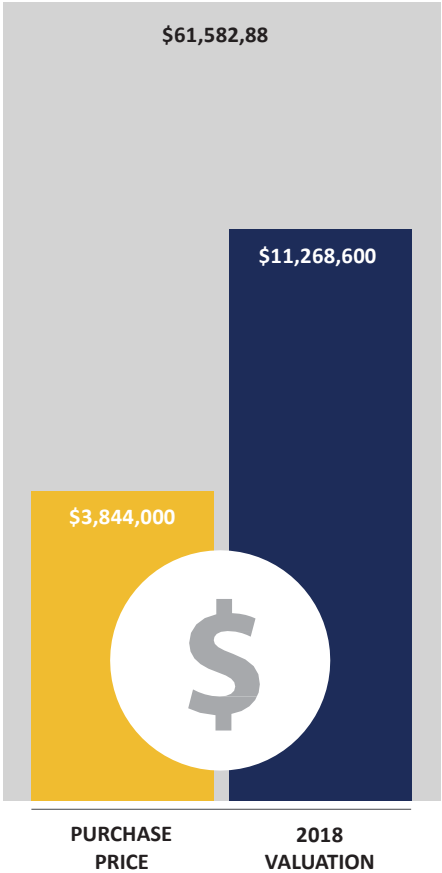
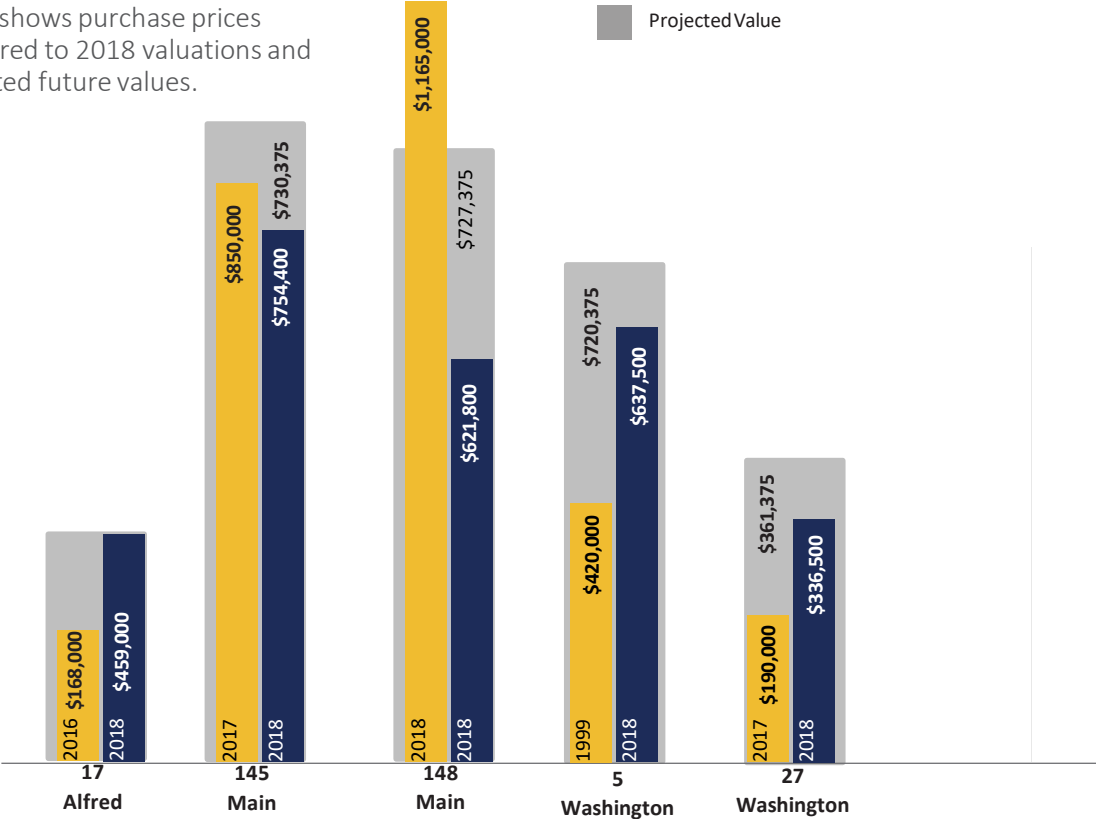


Figure 2

CITY CORE PROPERTY VALUES

Graph shows purchase prices compared to 2018 valuations and projected future values.

- Purchase Price
- 2018 Valuation
- Projected Value



TOTAL VALUE

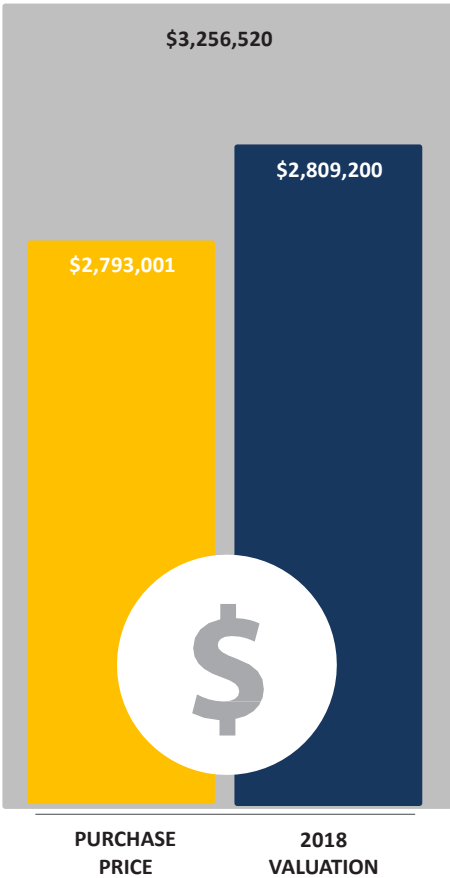


Figure 3

PROJECTED PARKING NEED BY PROPERTY

Graph shows projected parking needs, by property, in proposed garage.

Garage Parking Demand for 2020-2021

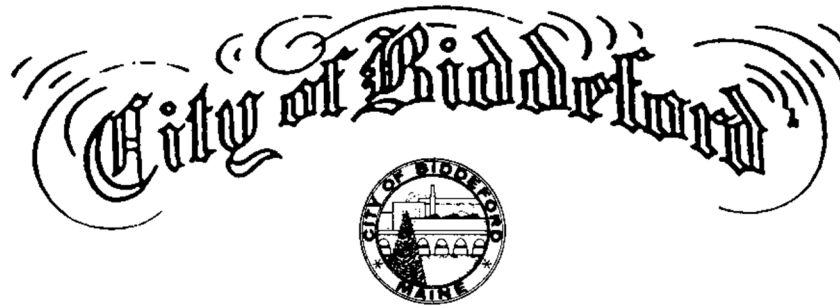
Facility	Now	Future
Saco Lowell		198
Riverdam	70	140
3 Lincoln Street		240
Lincoln Mill	100	100
Lofts at Saco Falls	80	80
90 Saco Falls Way	22	22
Project Demand	272	780

Main Street Development Demand for 2020-2021

Facility	
5 Washington	47
27 Washington	16
148 Main	53
145 Main	39
17 Alfred	26
Project Demand	181



Phase I : 522
Phase II: 120 +/-

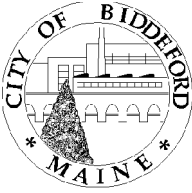


2019.34

IN BOARD OF CITY COUNCIL... APRIL 2, 2019

BE IT ORDERED, that the City Manager be authorized to proceed with submittal of all necessary permits for a parking facility (garage) on the 3 Lincoln Street property.

Note: This is an administrative authorization for permitting and not authorization to construct a parking facility. The cost associated with permit submittal and agency meetings is included in Order 2017.19, authorized February 21, 2017.



City of Biddeford, Maine

Chief Operating Officer / ECO / Industrial Pretreatment

P.O. Box 586 • 205 Main Street • Biddeford, ME 04005

Phone: (207) 571-0032

Fax: (207) 571-0656

TO: Honorable Mayor Casavant and Council President McCurry
Honorable City Council

FROM: Brian S. Phinney, COO

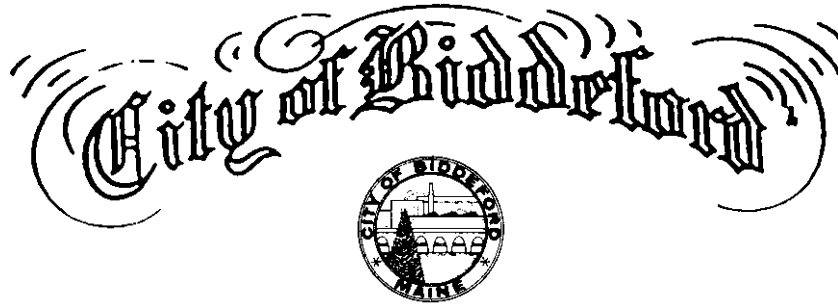
CC: James A. Bennett, City Manager
Mathew Eddy, Economic Development Director

DATE: April 1, 2019

SUBJECT: Parking Garage Permitting

Staff recommends that the City Council authorize submittal of applications necessary to permit a garage currently being designed for the 3 Lincoln Street site. Permit review and approval may take 4-6 months depending on issues that identified by the various permitting authorities. While application submittal is not an authorization to construct a garage, the time required for permitting will be a factor in an overall construction schedule if the decision to construct is made.

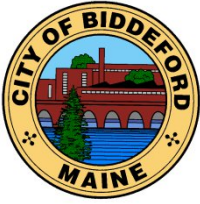
As noted in the order, the cost for design and permitting was included in the authorization from February 21, 2017; therefore, this is an administrative authorization to proceed.



2019.35

IN BOARD OF CITY COUNCIL..APRIL 2, 2019

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve the ADA Access and Easement Agreement and Credit Enhancement with Riverdam, LLC in concept; and directs the City Manager to prepare all necessary agreements for final Council approval.



CITY OF BIDDEFORD

ECONOMIC and COMMUNITY DEVELOPMENT DEPARTMENT

Mathew Eddy
Director, Planning and Development
205 Main Street
Biddeford, ME 04005
Mathew.Eddy@biddefordmaine.org
207-282-7119

To: Biddeford City Council
From: Mathew Eddy

Date: March 29, 2019

Subject: Riverdam Access, Easement Agreement, and Credit Enhancement

On Tuesday evening, we are asking the City Council to approve an agreement, in concept, with Tom Watson & Co. regarding the redevelopment of Riverdam. The approval will involve a number of components that will both further the development of the Riverwalk and redevelop a keystone mill building along the River. Key issues negotiated between the City and Developer include:

- Demolition of the southwest corner of the building to facilitate Riverwalk construction;
- ADA access to the riverwalk via elevators within the Riverdam structure, in perpetuity;
- Easements from the structures to the Riverwalk; and
- A credit enhancement and TIF agreement.

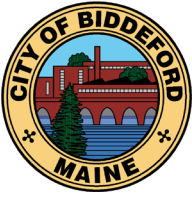
The redevelopment will include the creation of 70 new housing units, continuation of the operations of Dirigo Brewery and Stonefort, and the addition of retail and restaurant space along the Saco River. This agreement includes:

- Easements
 - o The developer will grant easements of 6'-10', extending off the edge of the river wall, between the wall and the building. The easement will run the entire length of the Riverdam property bordering the river.
 - o The developer will grant easements to the City, in perpetuity, for use of the Riverdam elevators to provide ADA accessibility for the Riverwalk.
 - o The City will be responsible for all repairs and maintenance to exterior areas where there exist easements to the Riverwalk, including snow and ice removal from such areas to the extent such areas are open to the public during winter months.
 - o As part of the easement agreement, the City will be responsible for repairs and maintenance regarding the river retaining wall.

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- Demolition
 - o To accommodate the Riverwalk, the City will assist the developer in the demolition of the southwest corner of the building.
 - o The City will facilitate obtaining a brownfield grant from Southern Maine Planning and Development Council to perform cleanup during the demolition. Once the site is prepared, connections to the riverwalk and adjacent plaza will be installed.
- Parking
 - o The City shall provide temporary parking and lease 70 spaces (one spot per residential unit), if the parking garage is not constructed in advance of Riverdam occupancy. The leased spaces shall be the City's responsibility to provide a safe parking environment and shall handle all maintenance, including snow and ice removal. The lease amount per space shall be tied to the local market.
 - o Once constructed, Riverdam shall lease 70 spaces from the 3 Lincoln Street parking garage at the market rate established by the owner of the parking garage. At that point, the lease for surface parking spaces will be terminated.
- Inclusionary Zoning (IZ)
 - o The developer will establish 10% of residential units at 100% AMI held for the term of the Riverdam TIF District, (20 years).
 - o The developer reserves control to select which apartments will conform to the IZ restrictions.
 - o If a 100% AMI apartment is leased to an eligible tenant, the tenant may subsequently extend their lease even if they have moved above the 100% AMI threshold. A subsequent lease will then work to meet that requirement.
 - o The City will set an annual date on which they may confirm the eligibility of our AMI standards and total flow of rental revenue, all of which will be confidential.
- Pearl Street Infrastructure
 - o Pearl Street right of way will be extended to the river as a public way or public easement. Maintenance and snow removal shall be the City's responsibility.

City of Biddeford, Maine



The Office of
City Manager

James A. Bennett

Email: jbennett@biddefordmaine.org

MEMORANDUM

TO:	Honorable Mayor Casavant Honorable City Council
FROM:	James A. Bennett, City Manager
DATE:	March 29, 2019
RE:	River Dam LLC Financial Considerations

As outlined in the other information that is included on the River Dam agenda item, the City has been able to resolve one of the most important challenges with the next phase of the river walk project; namely the Americans With Disabilities Act (ADA) compliance challenge. Combined with the permanent easements, the proposed agreement will become a major milestone in the vision of returning the river to all citizens (and visitors) of Biddeford. As any lifelong resident of the community knows, this gem of an area was restricted by the mill operations for most of the history of the community.

In consideration for the above solutions to the unique challenges of the Riverwalk Project, we are recommending endorsement of that a credit enhancement agreement. This memo is intended to outline the details of that proposed agreement. It should be noted that the proposed credit enhancement agreement involves a non-traditional approach. The approach is detailed below.

Several different parties have made significant attempts to rehab this building and make the project(s) work financially. Each party eventually walked away. The City has had intimate knowledge of each party and their financial modeling. The only conclusion is that the market rents are not high enough for a rehab project to work. Left to the private market place, the building will remain much as you see it today. By implication, the RiverWalk will not be achievable unless the building can be rehabbed.

The financial contributions proposed as part of this project should neither be labeled as direct contributions for ADA accessibility and easement consideration nor as direct support to close the developer's financial gap. The truth is that the consideration is for both; without each, the building would remain unchanged.

Currently, the city is receiving \$19,378 in property taxes from the property (based on a taxable value of \$983,700. The expected first year value, after completion, will be over \$10,000,000 or a net increase of \$9,000,000. Assuming a 1% increase in the value per year or change in the tax rate (with a base tax rate of \$20.00/thousand), the property would pay an additional \$3,963,421 in taxes.

If the City does not shelter the new value, the actual real value to the property taxpayers would only be half of the new revenue. As the Council may recall, because of the nuances within state law, nearly 50% of new taxes that are generated from new development is lost due to a tax shift - the City will receive less in state aid to education, revenue sharing and will also pay more of the share of the York County tax bill.

Tax Increment Financing (TIF) allows the City to tax shelter the new valuation (i.e. pretend it doesn't exist) from the state formulas. A Credit Enhancement (CE) TIF allows a portion of the tax sheltered revenue to be returned to the developer for a particular project. In this case, to make the project work, the proposal is to refund, through a CE, \$1,900,000 of taxes paid through set payments to the developer over an 11-year period, or an equivalent of 47.94% of the new tax revenues.

This CE is slightly different in one way from any other CE that the community has considered in the past. Traditionally, the CE is established as a set percentage of the new taxes being returned to the developer. This CE proposal establishes two parameters associated with the sheltered tax dollars. First, it will set an amount (instead of a percentage) that will be paid back to the developer. Second, it will set the amount that will be considered part of the General Fund revenues throughout the 20-year term of the agreement.

The details that are being suggested are as follows:

- Payments to developer: \$1,900,000 over 11 years (\$172,727 per year)
- New payments to City General Fund (beyond the current \$19,378 in taxes due):
 - Years 1 to 5 \$0
 - Years 6 to 10 \$20,00
 - Years 11 to 20: \$50,000
- Balance placed in the city TIF account (to be retained for city uses): \$1,463,421

The 20-year difference for the general property tax payers in the community would be \$600,000 of new property taxes for the general fund; a 54% increase over the \$19,387 without redevelopment.

The City will use \$500,000 of the above funds in order to pay for the removal of a wall on the building to create a new public space that will become part of the RiverWalk design.

I have also included a spreadsheet that shows how much the City's retained TIF funds would grow if the valuation (and/or tax rate) increases at a rate greater than 1%, see Tax Pro Forma table. To illustrate, if it was 5%, the retained funds grows by another \$2,000,000 over the twenty years. It would also decrease the relative percent of the CE share to 31.92%.

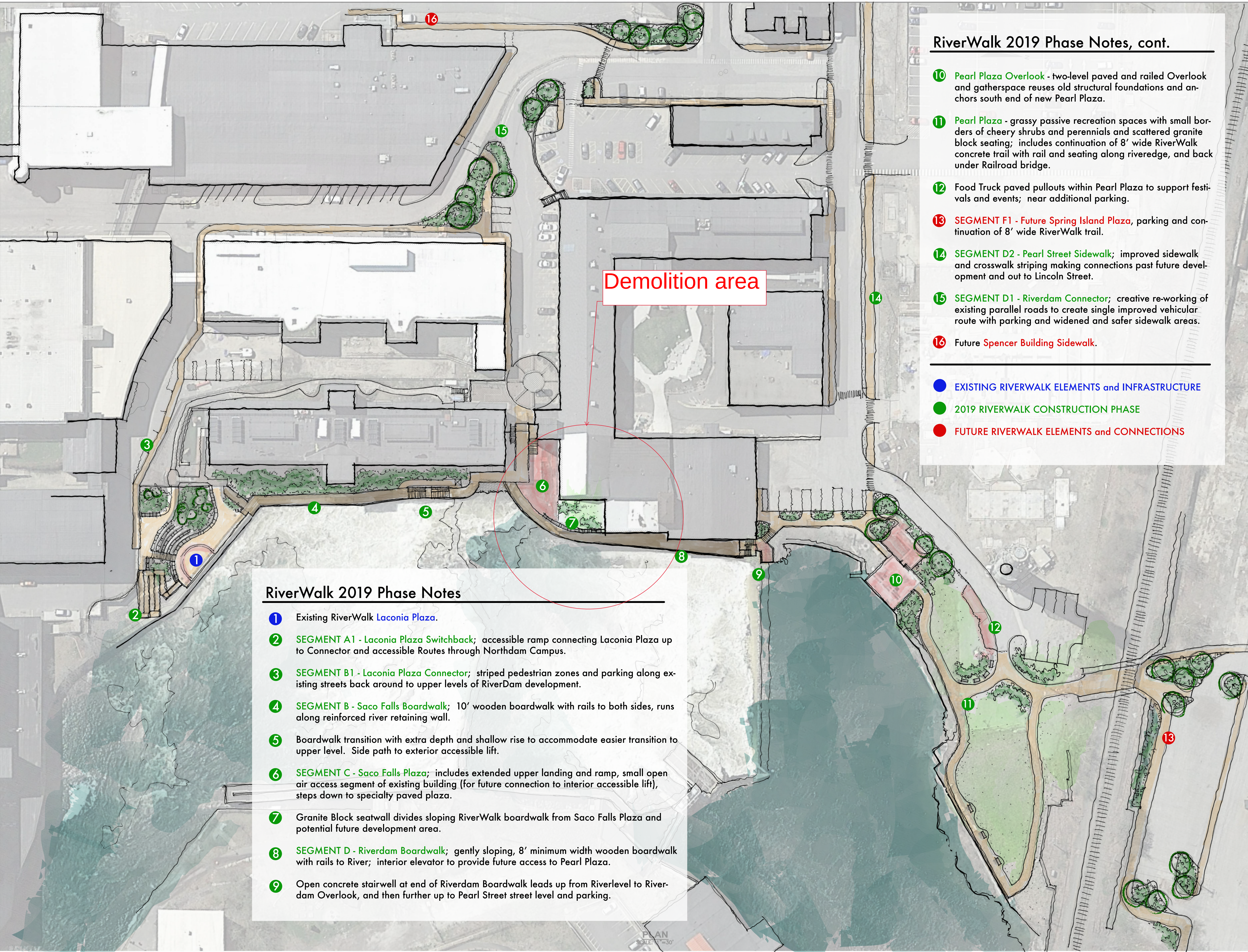
On Tuesday night, I will do a brief presentation to go over this in more detail.

Tax Pro Forma Table

Yr	Value	Mil Rate	1.00%		2.00%		2.50%		3.00%		4.00%		5.00%	
1	\$9,000,000	\$20.00	\$9,000,000	\$180,000	\$9,000,000	\$180,000	\$9,000,000	\$180,000	\$9,000,000	\$180,000	\$9,000,000	\$180,000	\$9,000,000	\$180,000
2			\$9,090,000	\$181,800	\$9,180,000	\$183,600	\$9,225,000	\$184,500	\$9,270,000	\$185,400	\$9,360,000	\$187,200	\$9,450,000	\$189,000
3			\$9,180,900	\$183,618	\$9,363,600	\$187,272	\$9,455,625	\$189,113	\$9,548,100	\$190,962	\$9,734,400	\$194,688	\$9,922,500	\$198,450
4			\$9,272,709	\$185,454	\$9,550,872	\$191,017	\$9,692,016	\$193,840	\$9,834,543	\$196,691	\$10,123,776	\$202,476	\$10,418,625	\$208,373
5			\$9,365,436	\$187,309	\$9,741,889	\$194,838	\$9,934,316	\$198,686	\$10,129,579	\$202,592	\$10,528,727	\$210,575	\$10,939,556	\$218,791
6			\$9,459,090	\$189,182	\$9,936,727	\$198,735	\$10,182,674	\$203,653	\$10,433,467	\$208,669	\$10,949,876	\$218,998	\$11,486,534	\$229,731
7			\$9,553,681	\$191,074	\$10,135,462	\$202,709	\$10,437,241	\$208,745	\$10,746,471	\$214,929	\$11,387,871	\$227,757	\$12,060,861	\$241,217
8			\$9,649,218	\$192,984	\$10,338,171	\$206,763	\$10,698,172	\$213,963	\$11,068,865	\$221,377	\$11,843,386	\$236,868	\$12,663,904	\$253,278
9			\$9,745,710	\$194,914	\$10,544,934	\$210,899	\$10,965,626	\$219,313	\$11,400,931	\$228,019	\$12,317,121	\$246,342	\$13,297,099	\$265,942
10			\$9,843,167	\$196,863	\$10,755,833	\$215,117	\$11,239,767	\$224,795	\$11,742,959	\$234,859	\$12,809,806	\$256,196	\$13,961,954	\$279,239
11			\$9,941,599	\$198,832	\$10,970,950	\$219,419	\$11,520,761	\$230,415	\$12,095,247	\$241,905	\$13,322,199	\$266,444	\$14,660,052	\$293,201
12			\$10,041,015	\$200,820	\$11,190,369	\$223,807	\$11,808,780	\$236,176	\$12,458,105	\$249,162	\$13,855,087	\$277,102	\$15,393,054	\$307,861
13			\$10,141,425	\$202,829	\$11,414,176	\$228,284	\$12,103,999	\$242,080	\$12,831,848	\$256,637	\$14,409,290	\$288,186	\$16,162,707	\$323,254
14			\$10,242,840	\$204,857	\$11,642,460	\$232,849	\$12,406,599	\$248,132	\$13,216,803	\$264,336	\$14,985,662	\$299,713	\$16,970,842	\$339,417
15			\$10,345,268	\$206,905	\$11,875,309	\$237,506	\$12,716,764	\$254,335	\$13,613,308	\$272,266	\$15,585,088	\$311,702	\$17,819,384	\$356,388
16			\$10,448,721	\$208,974	\$12,112,815	\$242,256	\$13,034,683	\$260,694	\$14,021,707	\$280,434	\$16,208,492	\$324,170	\$18,710,354	\$374,207
17			\$10,553,208	\$211,064	\$12,355,071	\$247,101	\$13,360,551	\$267,211	\$14,442,358	\$288,847	\$16,856,831	\$337,137	\$19,645,871	\$392,917
18			\$10,658,740	\$213,175	\$12,602,173	\$252,043	\$13,694,564	\$273,891	\$14,875,629	\$297,513	\$17,531,104	\$350,622	\$20,628,165	\$412,563
19			\$10,765,327	\$215,307	\$12,854,216	\$257,084	\$14,036,928	\$280,739	\$15,321,898	\$306,438	\$18,232,349	\$364,647	\$21,659,573	\$433,191
20			\$10,872,981	\$217,460	\$13,111,301	\$262,226	\$14,387,852	\$287,757	\$15,781,554	\$315,631	\$18,961,643	\$379,233	\$22,742,552	\$454,851
			\$3,963,421		\$4,373,527		\$4,598,038		\$4,836,667		\$5,360,054		\$5,951,872	
			47.94%		43.44%		41.32%		39.28%		35.45%		31.92%	

Conceptual view of the Riverdam building after removal of the corner of the building





Demolition area

RiverWalk 2019 Phase Notes

- 1 Existing RiverWalk **Laconia Plaza**.
- 2 **SEGMENT A1 - Laconia Plaza Switchback**; accessible ramp connecting Laconia Plaza up to Connector and accessible Routes through Northdam Campus.
- 3 **SEGMENT B1 - Laconia Plaza Connector**; striped pedestrian zones and parking along existing streets back around to upper levels of RiverDam development.
- 4 **SEGMENT B - Saco Falls Boardwalk**; 10' wooden boardwalk with rails to both sides, runs along reinforced river retaining wall.
- 5 Boardwalk transition with extra depth and shallow rise to accommodate easier transition to upper level. Side path to exterior accessible lift.
- 6 **SEGMENT C - Saco Falls Plaza**; includes extended upper landing and ramp, small open air access segment of existing building (for future connection to interior accessible lift), steps down to specialty paved plaza.
- 7 Granite Block seatwall divides sloping RiverWalk boardwalk from Saco Falls Plaza and potential future development area.
- 8 **SEGMENT D - Riverdam Boardwalk**; gently sloping, 8' minimum width wooden boardwalk with rails to River; interior elevator to provide future access to Pearl Plaza.
- 9 Open concrete stairwell at end of Riverdam Boardwalk leads up from Riverlevel to Riverdam Overlook, and then further up to Pearl Street street level and parking.

RiverWalk 2019 Phase Notes, cont.

- 10 **Pearl Plaza Overlook** - two-level paved and railed Overlook and gatherspace reuses old structural foundations and anchors south end of new Pearl Plaza.
- 11 **Pearl Plaza** - grassy passive recreation spaces with small borders of cheery shrubs and perennials and scattered granite block seating; includes continuation of 8' wide RiverWalk concrete trail with rail and seating along riveredge, and back under Railroad bridge.
- 12 Food Truck paved pullouts within Pearl Plaza to support festivals and events; near additional parking.
- 13 **SEGMENT F1 - Future Spring Island Plaza**, parking and continuation of 8' wide RiverWalk trail.
- 14 **SEGMENT D2 - Pearl Street Sidewalk**; improved sidewalk and crosswalk striping making connections past future development and out to Lincoln Street.
- 15 **SEGMENT D1 - Riverdam Connector**; creative re-working of existing parallel roads to create single improved vehicular route with parking and widened and safer sidewalk areas.
- 16 Future **Spencer Building Sidewalk**.

- EXISTING RIVERWALK ELEMENTS and INFRASTRUCTURE
- 2019 RIVERWALK CONSTRUCTION PHASE
- FUTURE RIVERWALK ELEMENTS and CONNECTIONS

