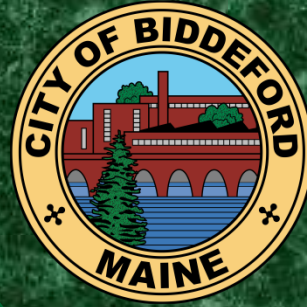


City of Biddeford
City Council
March 06, 2018 6:00 PM Council Chambers

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Adjustment(s) to Agenda**
 - 3.a. Order 2018.23 - to be considered after Order 2018.18
- 4. Presentation:**
 - 4.a. Update on Property Valuation Changes
[Presentation - Update on Property Valuation Changes Rev1](#)
- 5. Consideration of Minutes:**
 - 5.a. February 20, 2018 Council Meeting Minutes
[2-20-2018 Council Meeting Minutes.docx](#)
- 6. Second Reading:**
 - 6.a. 2018.16) Amendment/Ch. 22, Businesses/Sec. 22-35-Ice cream truck/Add location restrictions
[2-20-2018 Ice Cream Truck-location amendments.doc](#)
- 7. Orders of the Day:**
 - 7.a. 2018.17) Remove from table: Amendment/Ch. 22, Businesses/Add New Sec. 22-17 et al. - Mobile Food Vendor
[2-20-2018 Biddeford Mobile Food Vendor Ordinance.doc](#)
 - 7.b. 2018.18) Approval/Award of Contract for Lincoln Street Project - Phase I
[3-06-2018 Lincoln Wall Project - ORDER.doc](#)
[3-06-2018 Lincoln Wall Project-MEMO.doc](#)
[3-06-2018 Lincoln Wall Project-BIDS.xlsx](#)
[3-06-2018 Lincoln Wall Proj- Phase 1-Journal Ad.pdf](#)
[3-06-2018 Lincoln Wall Project-Phase 1-MAP.pdf](#)
[3-06-2018 Lincoln Wall Project-Aerial Map.pdf](#)
 - 7.c. 2018.23) Authorization/Main Street Sidewalk Improvement Project-Phase 2/HEB Engineers of Bridgton, Maine
[3-06-2018 Main Street Sidewalk Project-ORDER.doc](#)
[3-06-2018 Main Street Sidewalk Design Work-MEMO.doc](#)
[3-06-2018 Main Street Sidewalk Project-BIDS.xlsx](#)
[3-06-2018 Main Street Sidewalk Project-MAP.pdf](#)
[3-06-2018 Main Street Sidewalk Project-RFP AD.pdf](#)
 - 7.d. 2018.19) Approval/Conceptual Plan for Capital Campaign Fundraiser for City Theater and City Hall Improvements
[3-06-2018 Capital Campaign Fundraiser-Conceptual Plan-City Theater-ORDER.doc](#)
[3-06-2018 Capital Campaign Fundraiser-MEMO.docx](#)
 - 7.e. 2018.20) Authorization/Design of Parking Garage/Desman Design Management of Boston, MA

- [3-06-2018 Parking Garage Design-Desman-ORDER.doc](#)
 - [Parking Garage Q&A](#)
 - 7.f. 2018.21) Authorization/Location of Parking Garage
 - [3-06-2018 Parking Garage-Location Decision-ORDER.doc](#)
 - 7.g. 2018.22) Authorization/Joint Development Agreement with North Dam Mill, LLC
 - [3-06-2018 JDA with North Dam Mill-ORDER.docx](#)
 - [3-06-2018 JDA.NorthDamLLC - Council Draft.pdf](#)
- 8. Appointments:**
 - 8.a. Richard Rhames...Conservation Commission
 - [3-06-2018 Appt-Rhames-Conservation Commission.docx](#)
 - [3-06-2018 Appt-Rhames-Committee App.pdf](#)
- 9. City Manager Report**
 - 9.a. Presentation of FY19 Budget
- 10. Public Addressing the Council..(5 minute limit per speaker; 30 minute total time limit)**
- 11. Other Business**
- 12. Council President Addressing the Council**
- 13. Mayor Addressing the Council**
- 14. Adjourn**



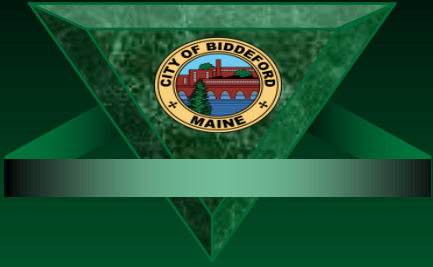
Valuation Trends

March 6, 2018



Purpose of Presentation

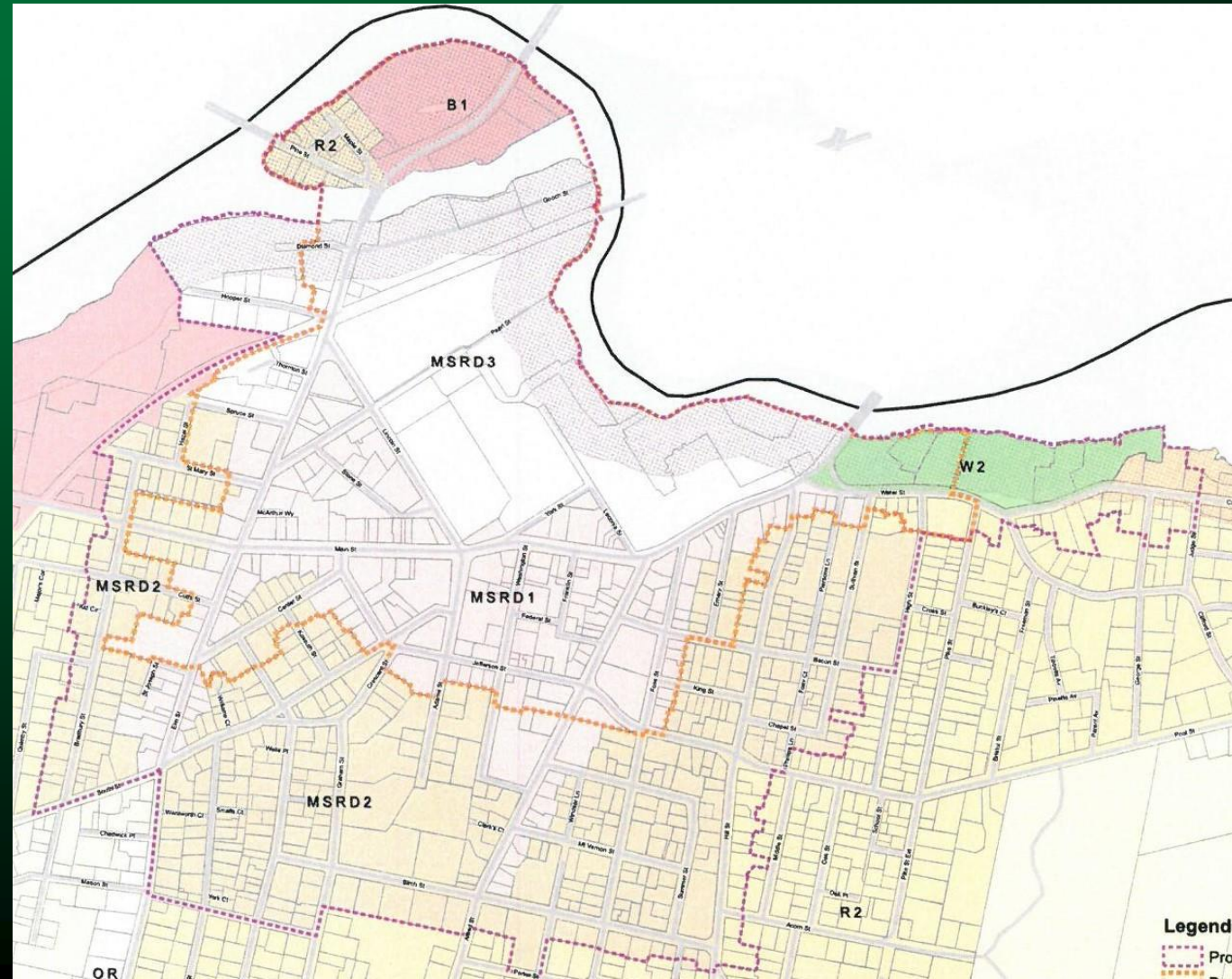
- ✓ Update conditions since Sept 20, 2016 presentation
 - Economic development
 - Increase development in community
 - Increase the attractiveness of community (neighborhoods) as demonstrated by sales
 - Specific focus on downtown values
- ✓ Review of 10 year changes in values by land use
- ✓ Suggest conclusions from review



Total Valuation in Downtown- 2007

MSRD-1:
\$47,749,100
MSRD-3
\$16,857,300

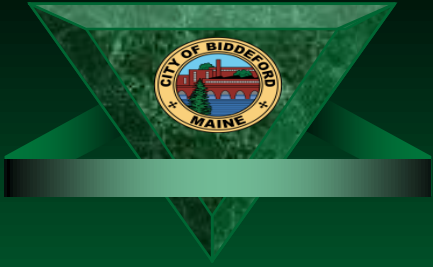
TOTALS
\$64,606,400





The 2016 Study Concluded

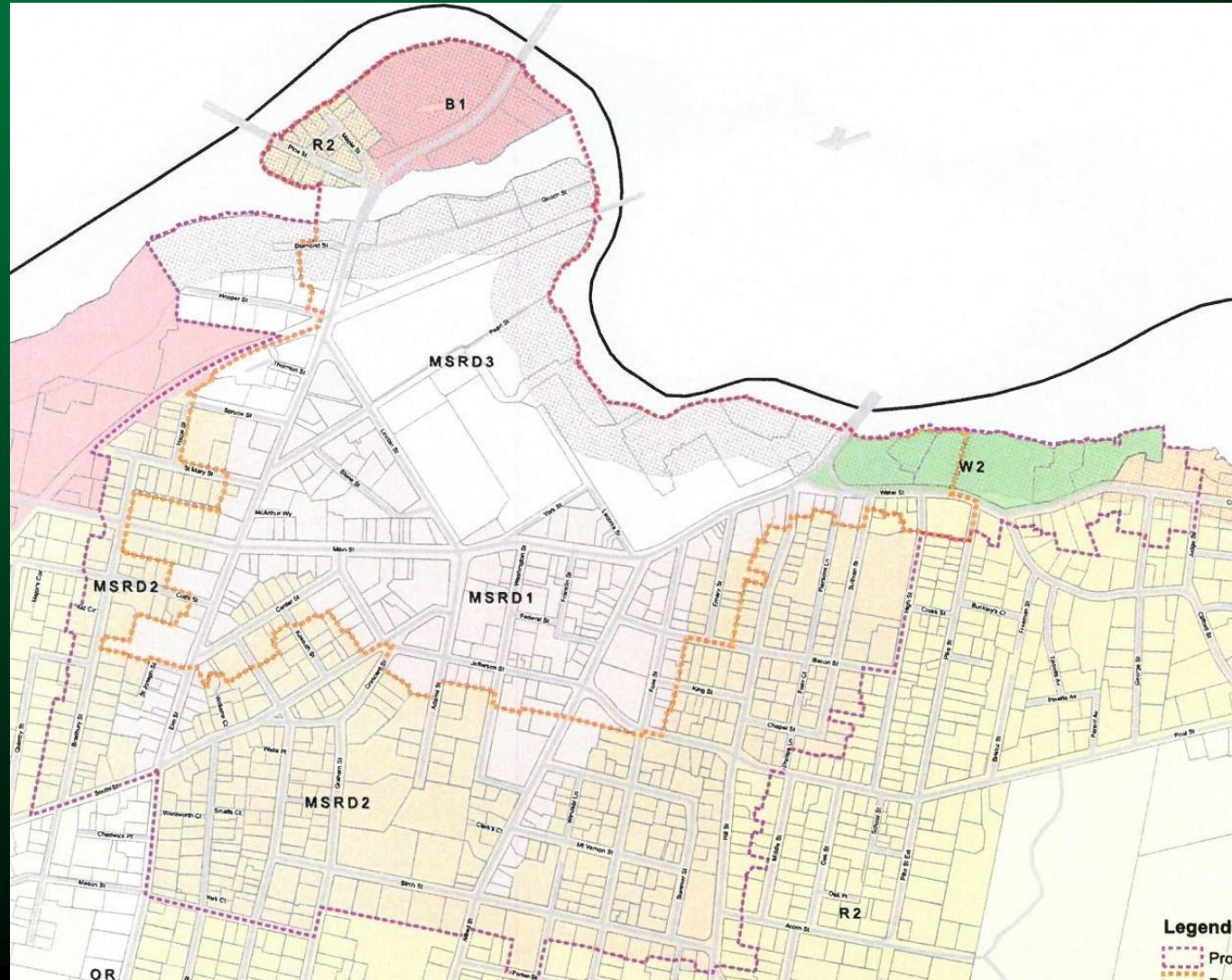
- ✓ On average, the commercial values are selling at 58.59% above assessed value
- ✓ Certified ratio: 69%
- ✓ Adjusting the values:
 - \$38,321,434 in new value;
 - \$716,063 in additional tax
- ✓ As a result...values were adjusted in 2017 by average of about 20%

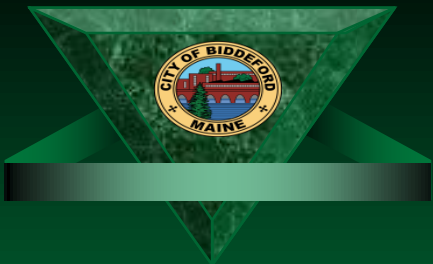


Total Valuation in Downtown- 2017

MSRD-1:
\$52,367,000
MSRD-3
\$42,328,100

TOTALS
\$94,695,100





Sales Since April 1, 2016

Sales are
continuing to be
positive and
above assessed
value

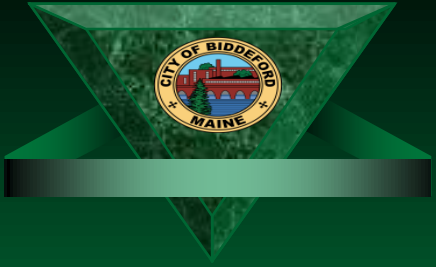
29.1% Average

<u>Location</u>	<u>Zone</u>	<u>Sale Date</u>	<u>Fiscal Year</u>	<u>Assessment</u>	<u>Price</u>	<u>RATIO</u>	<u>=/- %</u>
275 MAIN ST	MSRD1	5/3/2016	2017	425300	425000	100.07%	-0.07%
32 ALFRED ST	MSRD1	7/12/2016	2017	476600	635000	75.06%	33.24%
13 BACON ST	MSRD1	12/8/2016	2017	436000	540000	80.74%	23.85%
41 FRANKLIN ST	MSRD1	12/22/2016	2017	192400	215000	89.49%	11.75%
140 ELM ST	MSRD1	2/10/2017	2017	323500	314000	103.03%	-2.94%
195 ELM ST	MSRD1	3/27/2017	2017	123900	127000	97.56%	2.50%
289 MAIN ST	MSRD1	4/21/2017	2017	351300	475000	73.96%	35.21%
42 FRANKLIN ST	MSRD1	4/28/2017	2017	254700	275000	92.62%	7.97%
160-162 ELM ST	MSRD1	5/12/2017	2017	488800	525000	93.10%	7.41%
57 JEFFERSON ST	MSRD1	5/30/2017	2017	159300	123000	129.51%	-22.79%
201 ELM ST	MSRD1	5/31/2017	2017	133400	203000	65.71%	52.17%
26 ALFRED ST	MSRD1	6/9/2017	2017	288100	350000	82.31%	21.49%
311 MAIN ST	MSRD1	8/11/2017	2017	277100	390000	71.05%	40.74%
4 SPRUCE ST	MSRD3	10/24/2017	2017	285200	275000	103.71%	-3.58%
12 LINCOLN ST	MSRD1	11/6/2017	2017	448600	1150000	39.01%	156.35%

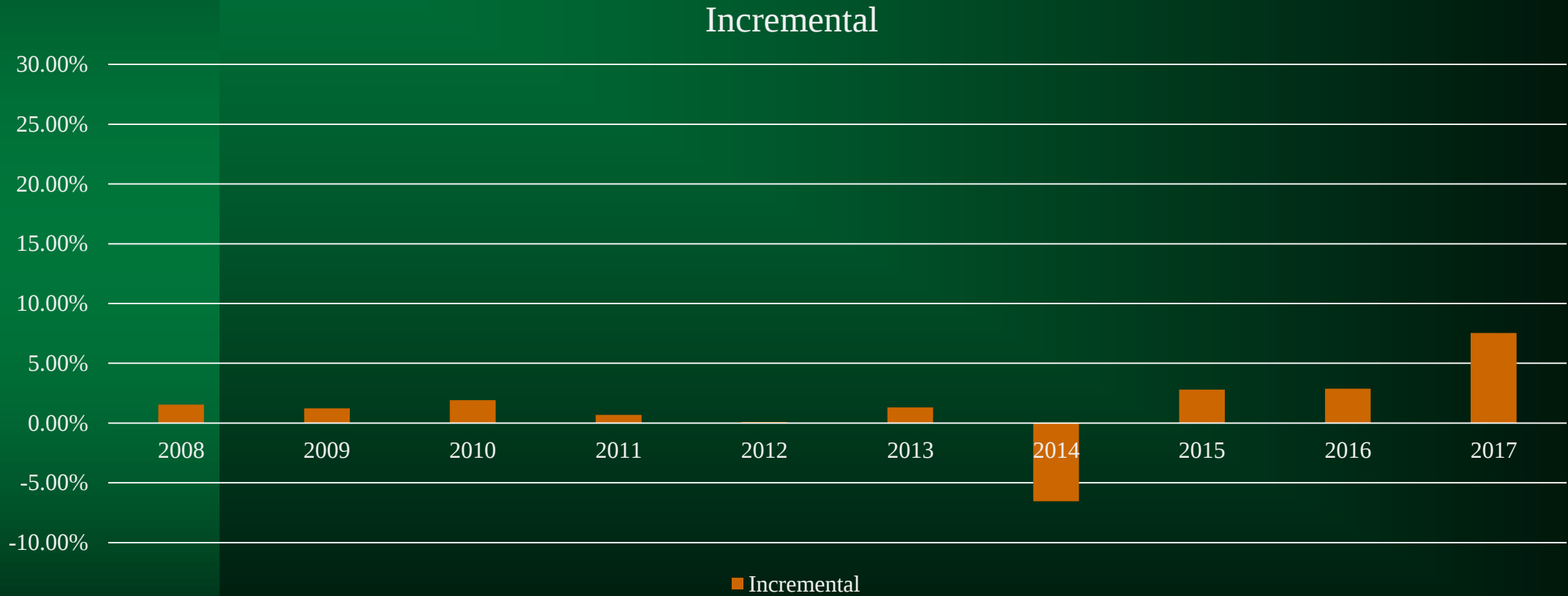


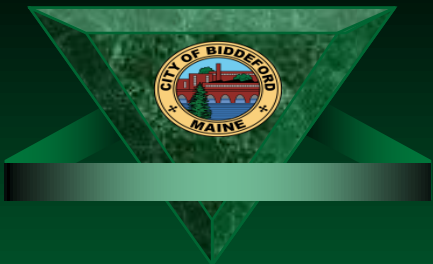
Analysis of Ten Year Valuation Changes

- Comparison of Annual Incremental Changes and Cumulative Changes (in percentages)
 - From 2007 to 2017
 - Specific property types (there is overlap)
 - Residential
 - Commercial
 - Downtown
 - Apartments (2 to 4 unit; larger are in commercial property)
 - Water influenced improved properties
 - All charts use same scale for fair visual presentation purposes



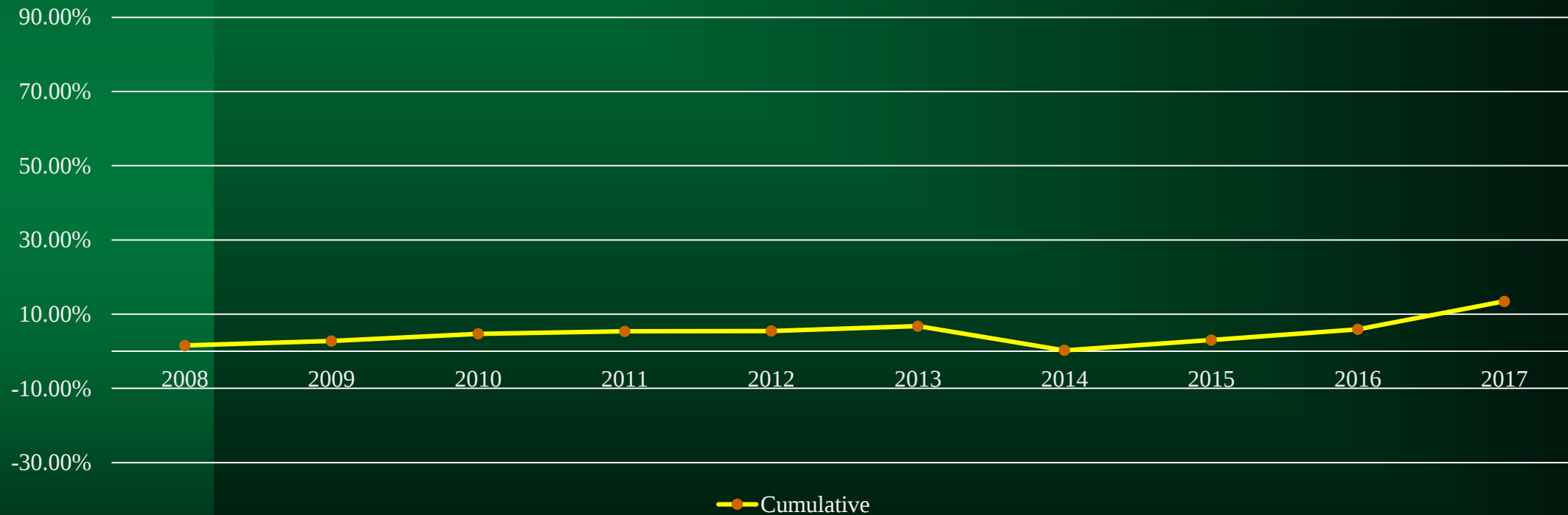
Changes in Taxable Value-Commercial

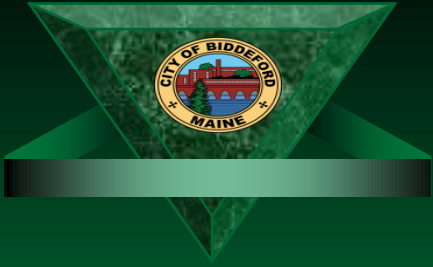




Changes in Taxable Value-Commercial

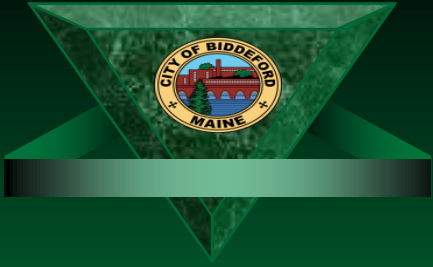
Cumulative





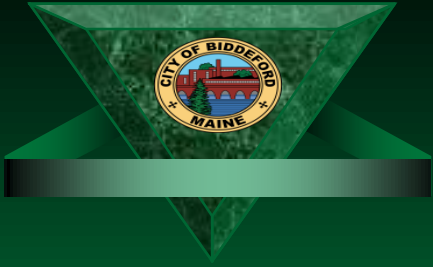
Changes in Taxable Value-Commercial





Changes in Taxable Value-Residential

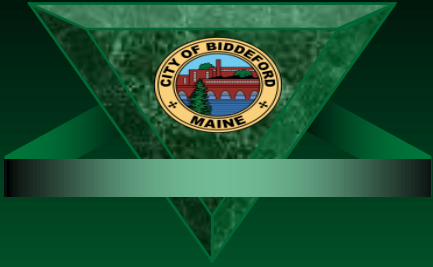




Changes in Taxable Value-Residential

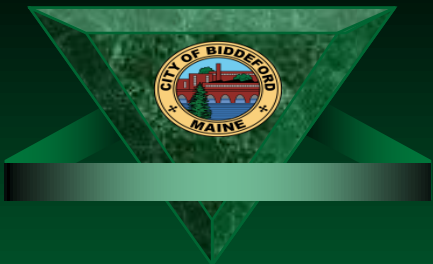
Cumulative





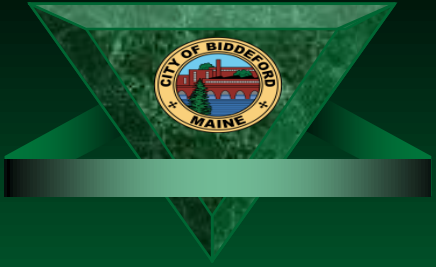
Changes in Taxable Value-Residential





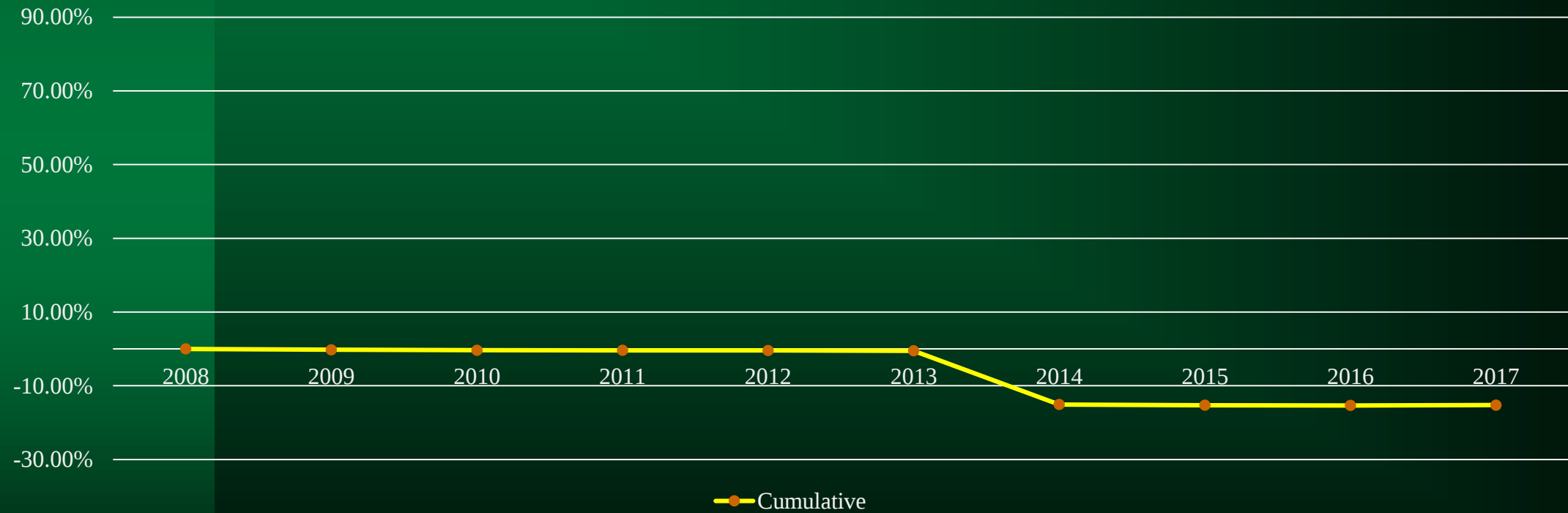
Changes in Taxable Value Apartments 2-4 Units

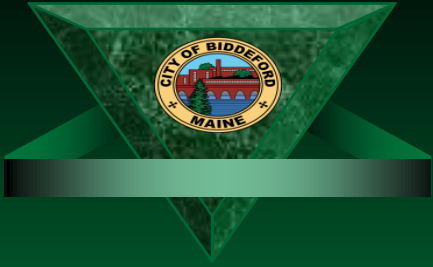




Changes in Taxable Value Apartments 2-4 Units

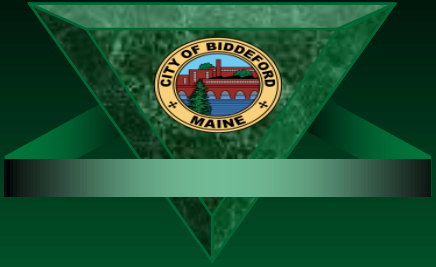
Cumulative





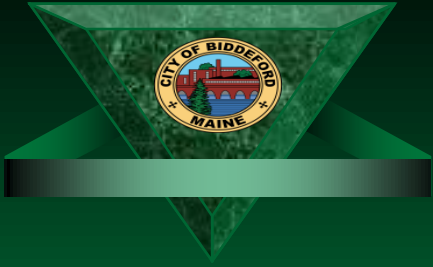
Changes in Taxable Value Apartments 2-4 Units





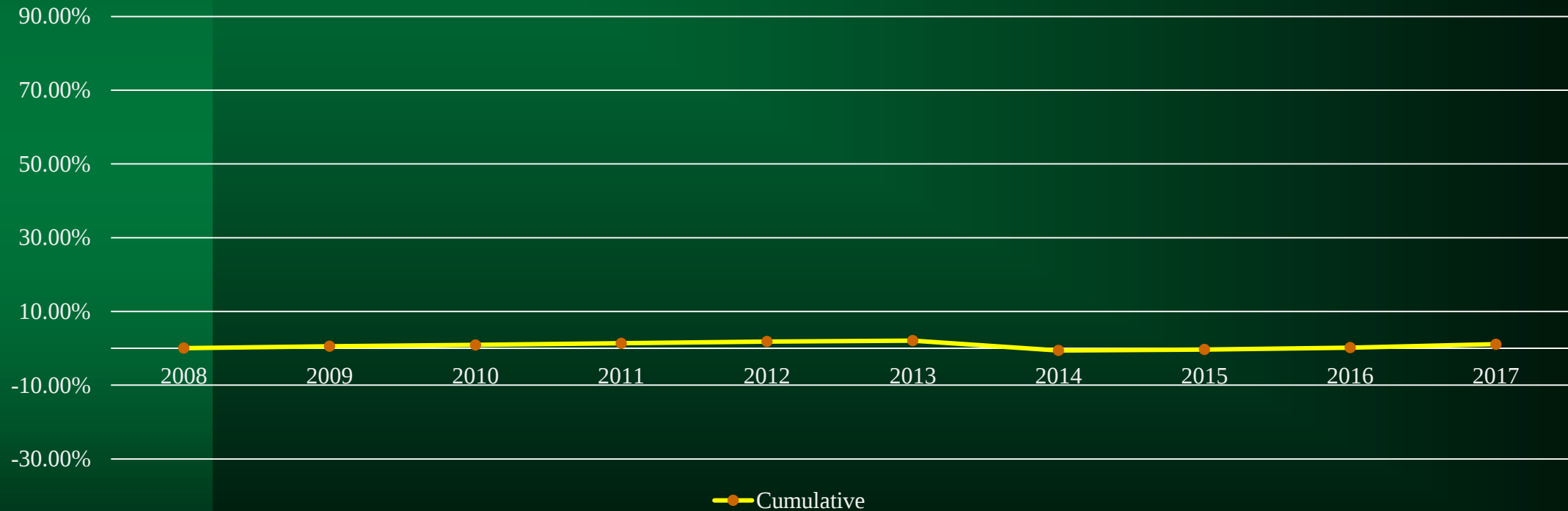
Changes in Taxable Value Water Influenced Improved Properties

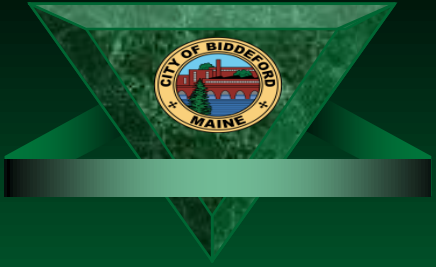




Changes in Taxable Value Water Influenced Improved Properties

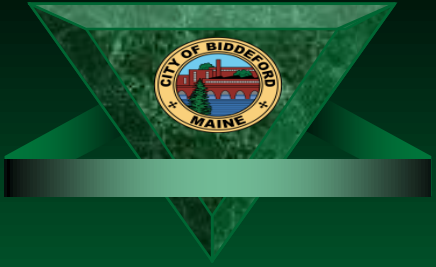
Cumulative



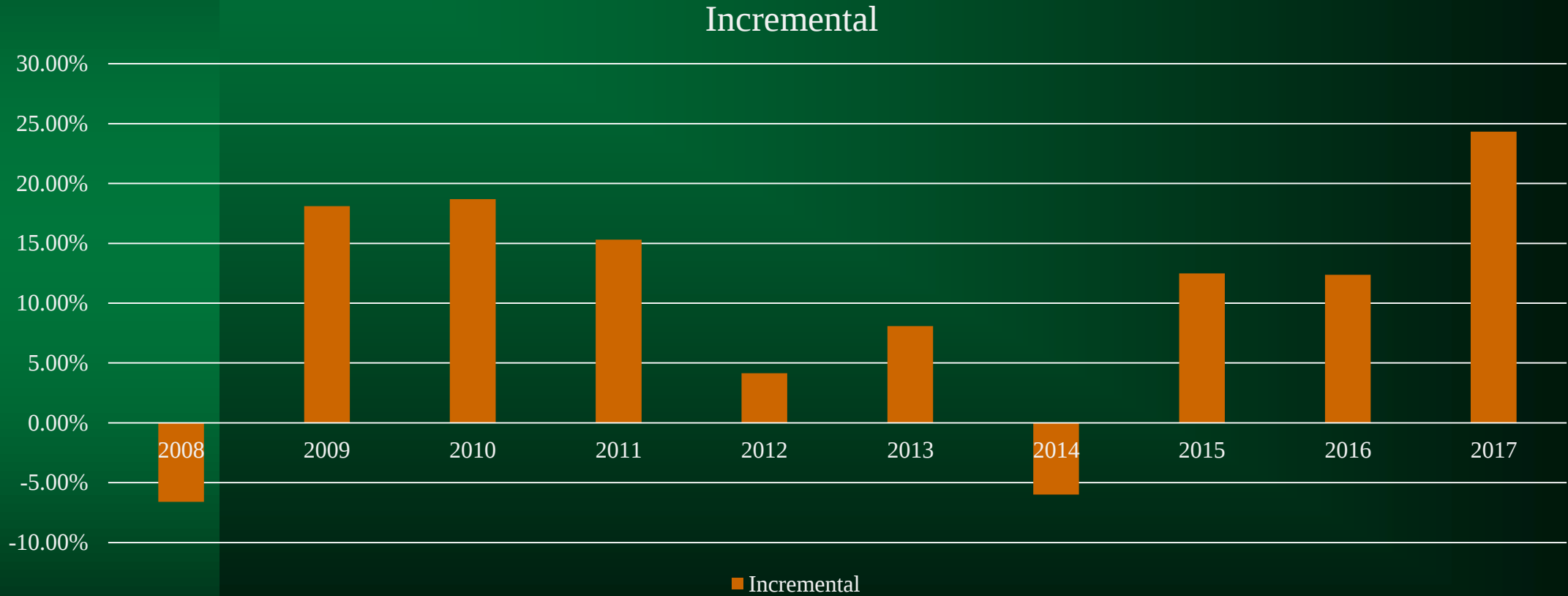


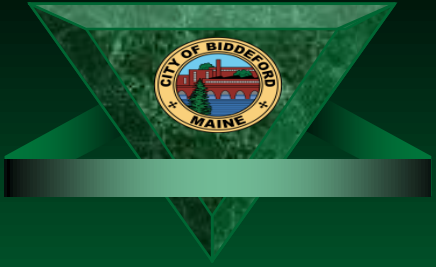
Changes in Taxable Value Water Influenced Improved Properties





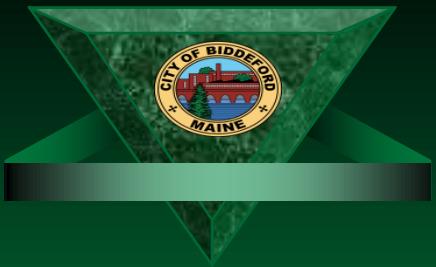
Changes in Taxable Value Downtown-MSRD3





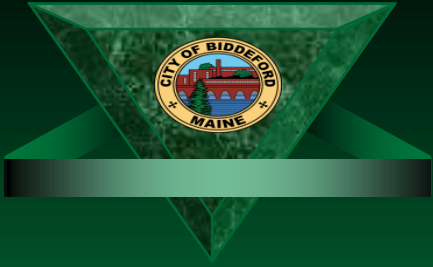
Changes in Taxable Value Downtown-MSRD3





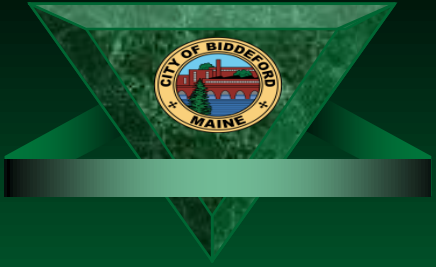
Changes in Taxable Value Downtown-MSRD3





Changes in Taxable Value Downtown-MSRD3 & MSRD1

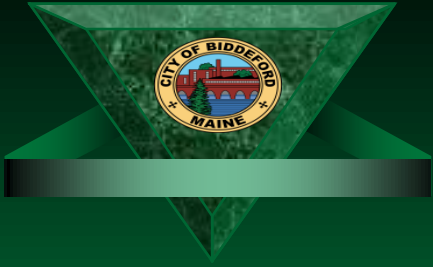




Changes in Taxable Value Downtown-MSRD3 & MSRD1

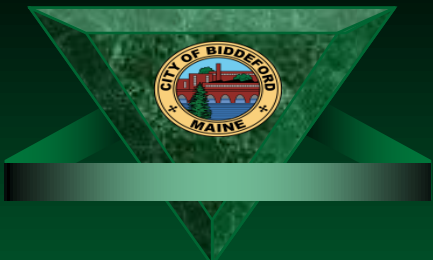
Cumulative



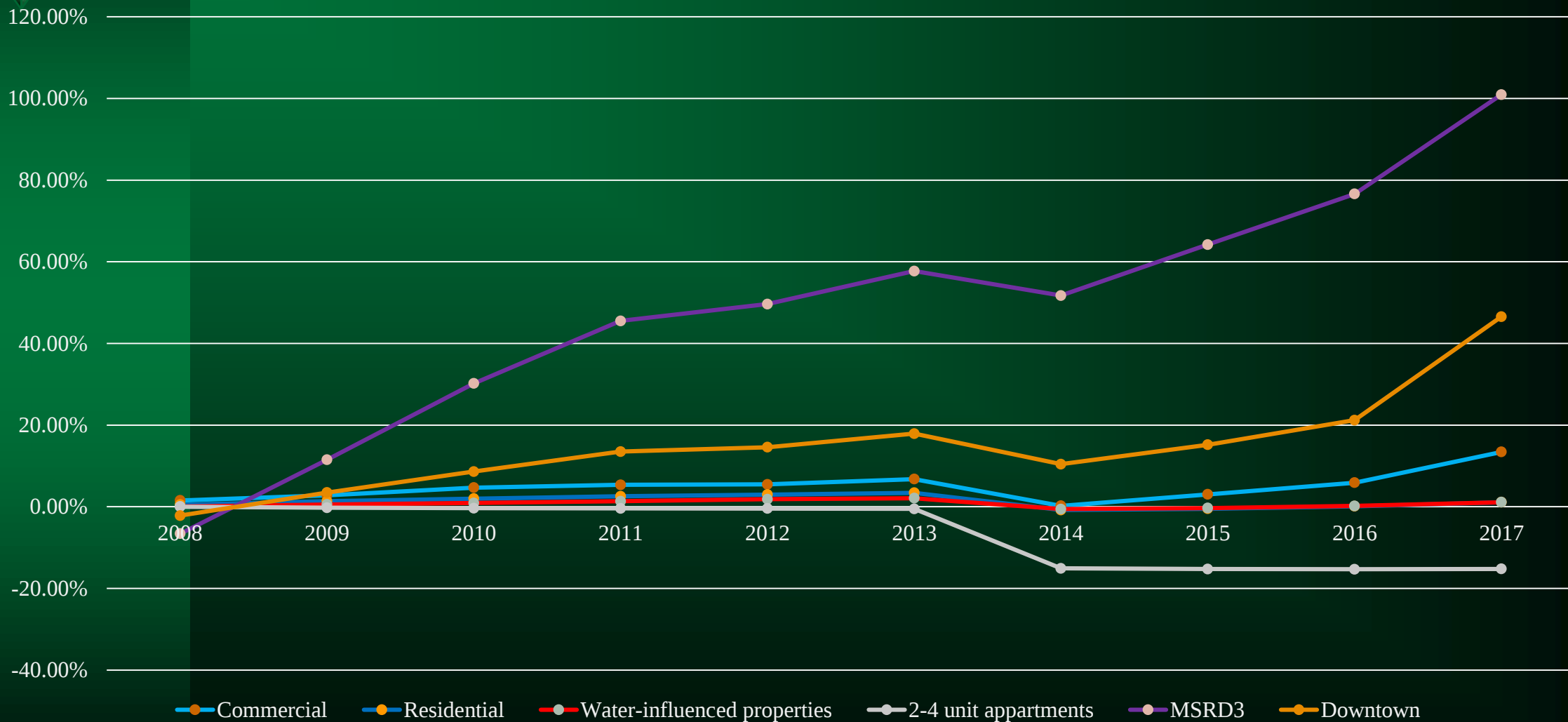


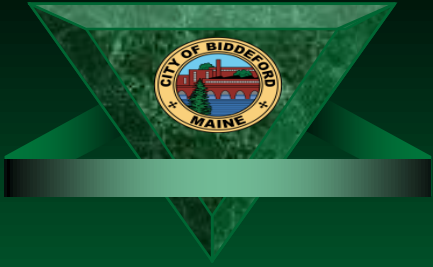
Changes in Taxable Value Downtown-MSRD3 & MSRD1





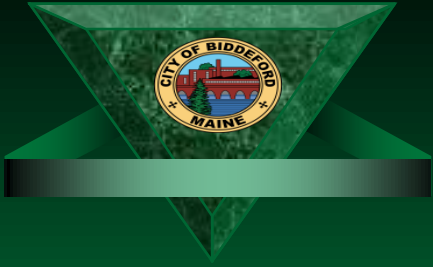
Cumulative Change All Categories





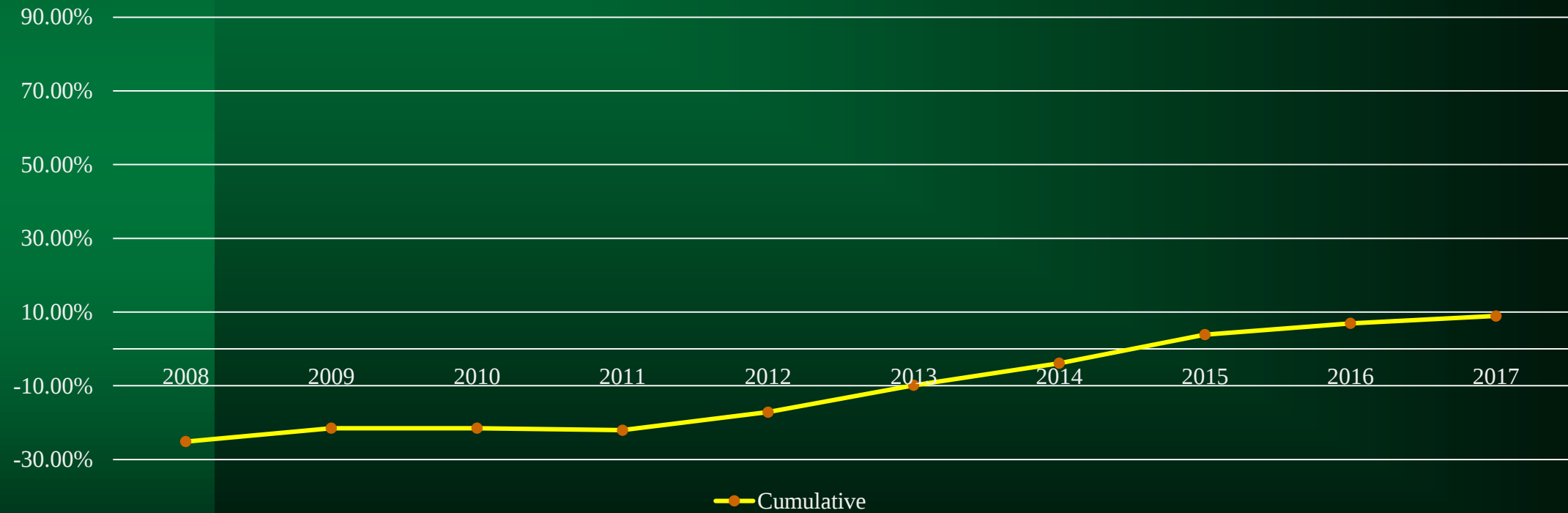
Changes in Tax Rate

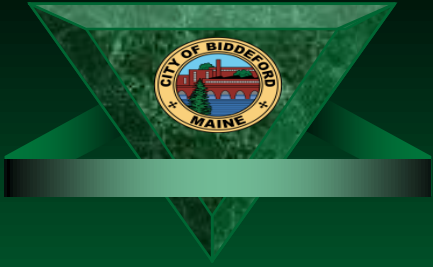




Changes in Tax Rate

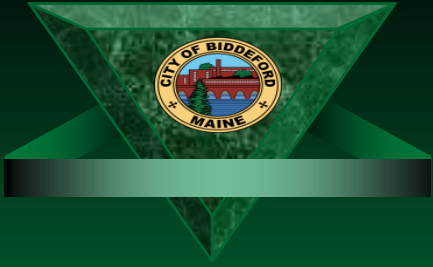
Cumulative





Changes in Tax Rate





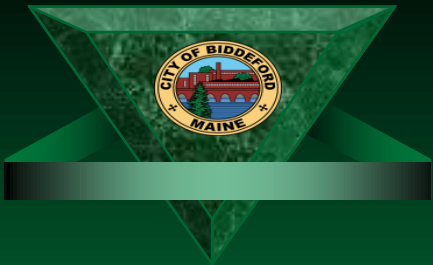
Comparison of Incremental Changes MSRD3 vs Tax Rate





Some Concluding Observations

- Greatest percentage change in values is in downtown
- Sales in downtown area continue to be in excess of valuation, *even after 20% increase in value in 2017- currently averaging 29.1% higher.*
- The causal observer often does not notice increase valuation growth in large historical buildings compared to new construction



Still Plenty of Upside in Downtown

- ✓ Underutilized Properties
- ✓ 3 Lincoln Street Property (former MERC)
- ✓ Over 1,000,000 sq. ft. of unfinished mill space
 - Currently assessed between \$6.21 to \$10.23 per sq ft
 - Range of \$6,210,000 to \$10,230,000
 - Finished space is assessed \$41.83 to \$80.90 per sq ft
 - Range of \$41,830,000 to \$80,900,000
- ✓ Very active private sector activities

(4) The operator of an ice cream truck may not occupy any parking space within a No Parking Zone, Permit Parking Only Zone, Fire Lane, or park in any other place that impedes or interferes with the normal movement of vehicular or pedestrian traffic.

(5) Vending must be from the right side of the vehicle only. No vending is permitted from the side of the vehicle that is exposed to oncoming traffic.

(e) Penalty. A person or company who violates any provision of this section will be subject to the penalties set forth under Chapter 1, Section 1-12 of this Code; and in addition thereto, such violation may be cause for the suspension or revocation of the vendor's license to operate within the City of Biddeford.

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

Vote: Unanimous.

2018.17 **IN BOARD OF CITY COUNCIL..FEBRUARY 20, 2018**
BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 22, Businesses, **Article III-Criteria, Section 22-17 et al. Mobile Food Vendor**, is amended by adding or ~~deleting~~ to read as follows:

ARTICLE V

Sec. 22-17. Purpose.

The purpose of this Ordinance is to regulate mobile food vending on property owned or under the control of the City of Biddeford and mobile food vending on private property in order to create a desirable situation where mobile food apparatuses may conduct business.

Sec. 22-18. Definitions.

Edible goods may include, but are not limited to:

- a. Prepackaged food including, but not limited to candy, beverages, chips, popsicles and ice cream.
- b. Prepared food including, but not limited to hot dogs, desserts, sandwiches and pizza.
- c. On-site prepared food including, but not limited to shaved ice, sandwiches and tacos.

Mobile food vendors shall mean any business which sells edible goods from a non- stationary location within the city. The terms shall include, but not be limited to:

- a. Mobile food trucks: a self-contained motorized unit selling items defined as edible goods.
- b. Concession trailers: a vending unit which is pulled by a motorized unit and has no power to move on its own.

Non-refrigerated shall mean edible goods that are not required to be kept at a temperature below 41 degrees Fahrenheit.

Sec. 22-19. Application and Permit.

Permit. Every mobile food vendor shall have a permit issued by the city to conduct business in the city.

Application. Every mobile food vendor shall apply for a permit on a form promulgated by the city. Each vending unit requires a separate permit. Applications for permits meeting the requirements for mobile vendors shall be processed within ten (10) business days.

Mobile Food Vendor Application Form. A complete application shall require the following information from the applicant to be considered:

- a. Name of applicant; as well as physical street address; mailing address; telephone number(s); and email address

- b. Legal name of business or entity.
- c. Signed permission form or provide notarized affidavit from the private property owner granting permission for unit placement.
- d. Name, phone number and driver's license number of business owner and all employees operating within the mobile food vendor unit.
- e. Proposed itinerary with route, vending locations and times.
- f. Contact name and phone number for mobile food vending unit while in route.
- g. Description of product being sold.
- h. Site plan where the Mobile food vending unit will be located on the property.
- i. Valid and current vehicle/trailer registration of mobile food unit.

Sec. 22-20. Permit Regulations.

The application fee for a mobile food vendor permit shall be \$200.00. Each mobile food vendor unit shall be permitted separately.

Mobile food vendor permits shall expire on December 31st of each year.

Upon renewal the applicant shall pay the renewal \$200.00 fee, and update any changes in the permitting documentation upon permit renewal. The applicant must submit the application and the renewal fee within 30 days before expiration of the permit or must reapply as a new applicant.

The City Manager is authorized to make reasonable rules and regulations, not inconsistent with this Section, governing the design, construction and location of pushcarts or food trucks.

Display of Permit. Every permit, including those from the city, shall be displayed at all times in a conspicuous place where it can be read by the general public on the mobile food vendor's truck or concession trailer.

Sec. 22-21. Permit Denial.

A permit may be denied where:

- (1) The required information is incomplete or incorrect or shows that a person is not otherwise entitled to conduct business as a mobile food vendor.
- (2) The opportunity to issue a permit has been denied due to previous violations as described in this section.

Sec. 22-21.a. Prohibited Conduct.

1. Distance Regulations:

- a. No mobile food vendor shall conduct business within any single-family residential or agricultural zoning district unless otherwise approved in writing by the Code Enforcement Officer.
- b. A mobile food vendor may not be located within 100 feet of the primary entrance of an open and operating fixed-location food service or eating establishment except during city sponsored or other community events.
- c. A mobile food vendor shall not be located within 40 feet from another mobile food vendor except during city sponsored or other community events.

2. A mobile food vendor shall not conduct sales at a stationary location:

- a. For a duration exceeding sixty (60) minutes on any public street or public streets adjacent to public parks and recreational facilities, next to fire lanes and no-parking designated areas. Mobile vendors parking on public streets may not move to a new location without prior approval from the City.

- b. In congested areas where the operation impedes vehicular or pedestrian traffic.
 - c. Between the hours of 1:00 a.m. and 6:00 a.m.
3. *Offenses and regulations*
- a. It shall be unlawful for any individual as the agent or employee of another regulated under this section to sell edible goods in the city unless it's principal or employer has received a permit under this section.
 - b. A permit issued under this section is not transferable.
 - c. It shall be unlawful for an individual to sell edible goods while displaying a valid permit issued by the city in the name of another individual, organization, or entity.
 - d. It shall be unlawful for any individual directly or through an agent or employee to sell goods within the corporate limits of the city after the expiration of the permit issued by the city under this section.
 - e. It shall be unlawful for an individual directly or through an agent or employee to misrepresent on the permit affidavit any acts that are regulated under this section.
 - f. It shall be unlawful for any individual directly or through his agents or employees to represent that the issuance of a permit by the city constitutes the city's endorsement or approval of the product for sale.

Sec. 22-21.b. Mobile Food Vendor Requirements.

The following regulations shall apply to mobile food vendors:

- a. Each unit shall be equipped with a portable trash receptacle, and shall be responsible for proper disposal of solid waste and waste water in the sanitation facility legally accessed by the food service establishment. All disturbed areas must be cleaned following each stop to a minimum 20 feet of the sales location.
- b. Mobile food vendor may not have a drive through.
- c. Continuous music or repetitive sounds shall not project from the mobile unit.
- d. A five-foot clear space shall be maintained around the mobile food vending unit.
- e. All mobile units shall have a gray water holding tank.
- f. The mobile unit will be subject to inspection upon permit application through the code enforcement, health department and the fire department, and may be subject to random inspection and upon reissuance of the permit.
- g. No sales are allowed within public park facilities while park concession units are operating. Mobile units operating in public parks and on streets adjacent to public parks or recreational facilities requires approval by the City's Recreation Director.

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

Motion by Councilor McCurry, seconded by Councilor Ready to table the ordinance so that the language can be further reviewed and Council concerns can be addressed.

Vote: Unanimous.

Appointments:

Maine Service Centers Coalition Voting Delegate and Alternate

Motion by Councilor Swanton, seconded by Councilor McCurry to nominate James Bennett as the Voting Delegate for Biddeford on the Maine Service Centers Coalition.

Vote: Unanimous.

Motion by Councilor McCurry, seconded by Councilor Quattrone to nominate Alan Casavant as the Alternate Delegate for Biddeford on the Maine Service Centers Coalition.
Vote: Unanimous.

IN BOARD OF CITY COUNCIL...FEBRUARY 20, 2018

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

**Steven Burr
53 Pool Street, Apt. 201
Ward 2**

to the *Historic Preservation Commission*, for a term to expire in December 2020.

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

City Manager Report: there was no report at this time.

Public Addressing the Council..(5 minute limit per speaker; 30 minute total time limit)
Two people addressed their concerns to the Council.

Other Business: there was no Other Business at this time.

Mayor Addressing the Council: Mayor Casavant addressed the concerns brought forward by the two folks during Public Addressing the Council. He noted that a number of lawsuits have been filed against the City (specifically the Police Dept) around the issue of sexual abuse and the cases are currently in litigation. He assured the two speakers that the City Council and the City take this issue very seriously and are dealing with it.

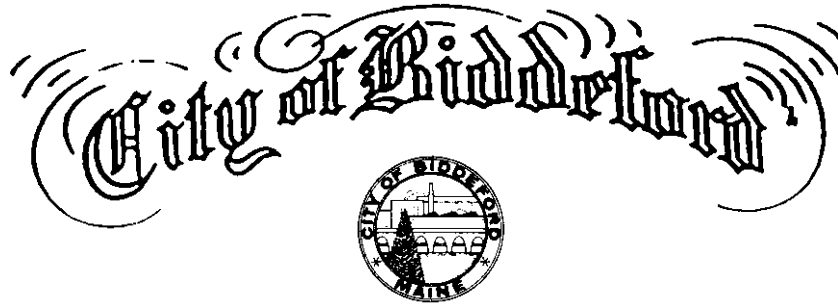
Executive Session: **1 MRSA 405(6)(D)...Labor Contracts**

Motion by Councilor Foley, seconded by Councilor McCurry to move into Executive Session.
Vote: Unanimous. Time: 6:25 p.m.

Motion by Councilor Foley, seconded by Councilor McCurry to move out of Executive Session.
Vote: Unanimous. Time: 7:05 p.m.

Motion by Councilor McCurry, seconded by Councilor Foley to adjourn.
Vote: Unanimous. Time: 7:05 p.m.

Attest by: _____
Carmen J. Morris, City Clerk



2018.16 **IN BOARD OF CITY COUNCIL...FEBRUARY 20, 2018**

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 22, Businesses, **Section 22-35 Ice cream truck**, is amended by adding or deleting to read as follows:

Sec. 22-35 Ice cream truck

(a) Purpose. The purpose of this section is to regulate the number of ice cream trucks licensed within the City of Biddeford, and to limit the areas within the City where these trucks may operate, and in consideration for the public's safety.

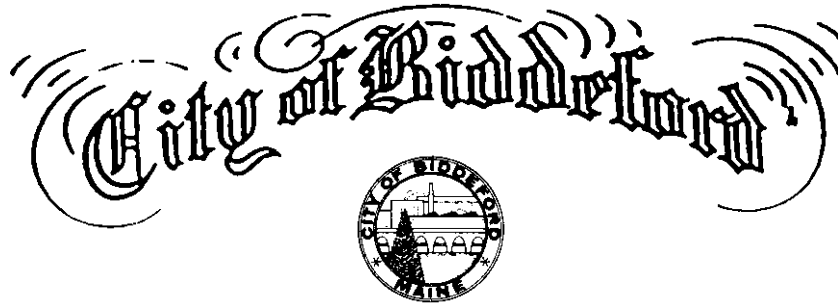
(b) License required. A person, business or corporation may not operate an ice cream truck subject to these provisions without first having obtained a license from the City of Biddeford.

(c) Application. A person, business or corporation applying for a license under this provision shall complete forms provided by the City Clerk's office and provide the following information:

- (1) The name, address and telephone number of the company, as well as the name, address and phone number of the ice cream truck operator(s).
- (2) A photocopy of the valid ice cream truck registration(s) that will be operating with the City.
- (3) A certificate or other evidence of liability insurance covering all ice cream trucks and drivers.

(d) Prohibitions.

- (1) Each licensee may not operate more than one truck engaged in the sale of ice cream products within the City at any one time.
- (2) No ice cream truck may engage in the sale of products on any of the City's streets that have been identified as a major route of travel for vehicular traffic. These streets include, but are not limited to:
 - a. Elm Street.
 - b. Alfred Street.
 - c. Pool Street.



(3) When an ice cream truck is stopped and left standing or parked, a person may not operate a sound system in or on the ice cream truck on a public way at a volume that is audible at a distance of greater than 25 feet.

(4) The operator of an ice cream truck may not occupy any parking space within a No Parking Zone, Permit Parking Only Zone, Fire Lane, or park in any other place that impedes or interferes with the normal movement of vehicular or pedestrian traffic.

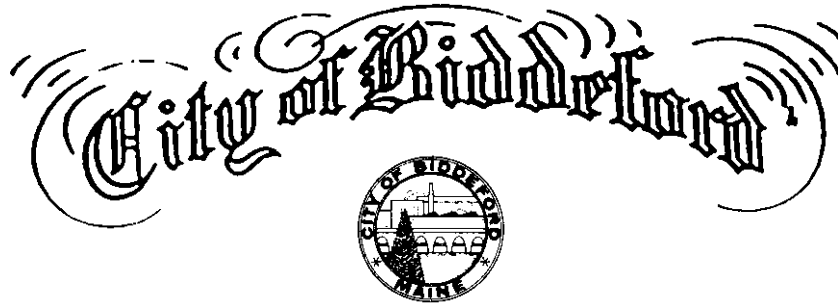
(5) Vending must be from the right side of the vehicle only. No vending is permitted from the side of the vehicle that is exposed to oncoming traffic.

(e) Penalty. A person or company who violates any provision of this section will be subject to the penalties set forth under Chapter 1, Section 1-12 of this Code; and in addition thereto, such violation may be cause for the suspension or revocation of the vendor's license to operate within the City of Biddeford.

February 20, 2018

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

Vote: Unanimous.



REVISED

2018.17 **IN BOARD OF CITY COUNCIL..FEBRUARY 20, 2018**
BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 22, Businesses, **Article III-Criteria, Section 22-17 et al. Mobile Food Vendor**, is amended by adding or deleting to read as follows:

ARTICLE V

Sec. 22-17. Purpose.

The purpose of this Ordinance is to regulate mobile food vending on property owned or under the control of the City of Biddeford and mobile food vending on private property in order to create a desirable situation where mobile food apparatuses may conduct business.

Sec. 22-18. Definitions.

Edible goods may include, but are not limited to:

- a. Prepackaged food including, but not limited to candy, beverages, chips, popsicles and ice cream.
- b. Prepared food including, but not limited to hot dogs, desserts, sandwiches and pizza.
- c. On-site prepared food including, but not limited to shaved ice, sandwiches and tacos.

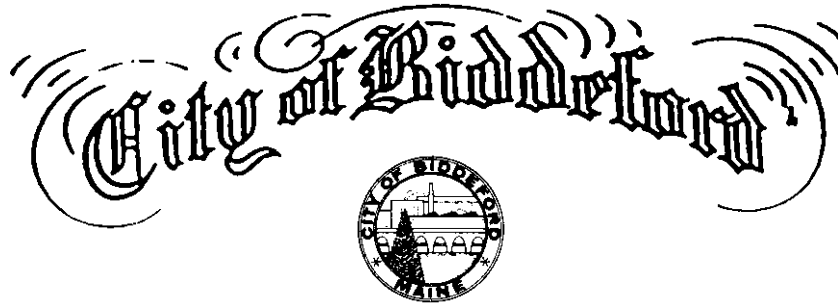
Mobile food vendors shall mean any business which sells edible goods from a non-stationary location within the city. The terms shall include, but not be limited to:

- a. Mobile food trucks: a self-contained motorized unit selling items defined as edible goods.
- b. Concession trailers: a vending unit which is pulled by a motorized unit and has no power to move on its own.

Non-refrigerated shall mean edible goods that are not required to be kept at a temperature below 41 degrees Fahrenheit.

Sec. 22-19. Application and Permit.

Permit. Every mobile food vendor shall have a permit issued by the city to conduct business in the city.



Application. Every mobile food vendor shall apply for a permit on a form promulgated by the city. Each vending unit requires a separate permit. Applications for permits meeting the requirements for mobile vendors shall be processed within ten (10) business days.

Mobile Food Vendor Application Form. A complete application shall require the following information from the applicant to be considered:

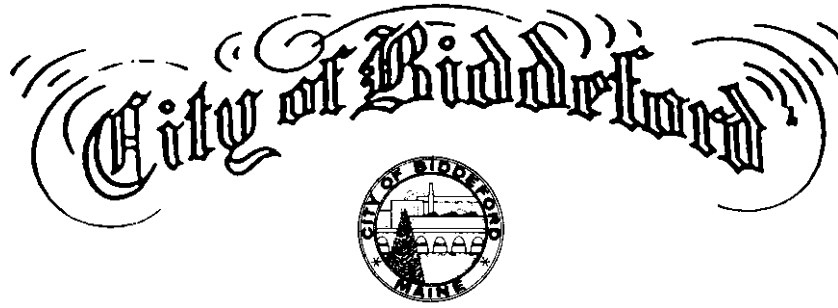
- a. Name of applicant; as well as physical street address; mailing address; telephone number(s); and email address
- b. Legal name of business or entity.
- c. Signed permission form or provide notarized affidavit from the private property owner granting permission for unit placement.
- d. Name, phone number and driver's license number of business owner and all employees operating within the mobile food vendor unit.
- e. Proposed itinerary with route, vending locations and times.
- f. Contact name and phone number for mobile food vending unit while in route.
- g. Description of product being sold.
- h. Site plan where the Mobile food vending unit will be located on the property.
- i. Valid and current vehicle/trailer registration of mobile food unit.

Sec. 22-20. Permit Regulations.

The application fee for a mobile food vendor permit shall be \$200.00. Each mobile food vendor unit shall be permitted separately.

Mobile food vendor permits shall expire on December 31st of each year.

Mobile food vendors shall provide, at their expense, and keep in force during the term of its contract, with a responsible insurance company or companies authorized to do business in the state, commercial general liability insurance in the amount of at least \$1,000,000. The



mobile food vendor shall deliver certificates of such insurance to the City at the time of application.

Mobile food vendors shall provide proof of a State of Maine Health certificate at the time of application.

Upon renewal the applicant shall pay the renewal \$200.00 fee, and update any changes in the permitting documentation upon permit renewal. The applicant must submit the application and the renewal fee within 30 days before expiration of the permit or must reapply as a new applicant.

The City Manager is authorized to make reasonable rules and regulations, not inconsistent with this Section, governing the design, construction and location of pushcarts or food trucks.

Display of Permit. Every permit, including those from the city, shall be displayed at all times in a conspicuous place where it can be read by the general public on the mobile food vendor's truck or concession trailer.

Sec. 22-21. Permit Denial.

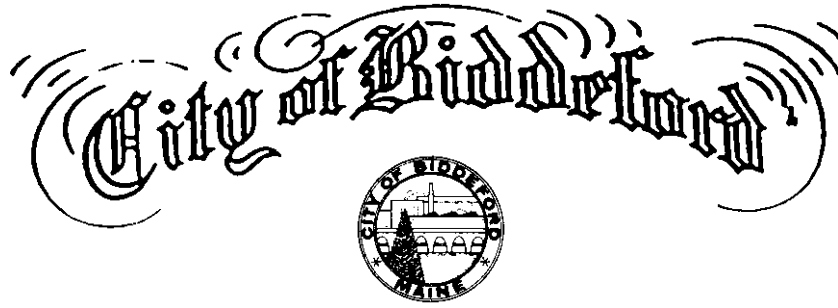
A permit may be denied where:

- (1) The required information is incomplete or incorrect or shows that a person is not otherwise entitled to conduct business as a mobile food vendor.
- (2) The opportunity to issue a permit has been denied due to previous violations as described in this section.

Sec. 22-21.a. Prohibited Conduct.

1. Distance Regulations:

- a. No mobile food vendor shall conduct business within any single-family residential or agricultural zoning district unless otherwise approved in writing by the Code Enforcement Officer.
- b. A mobile food vendor may not be located within 100 feet of the primary entrance of an open and operating fixed-location food service or eating establishment except during city sponsored or other community events.
- c. A mobile food vendor shall not be located within 40 feet from another mobile



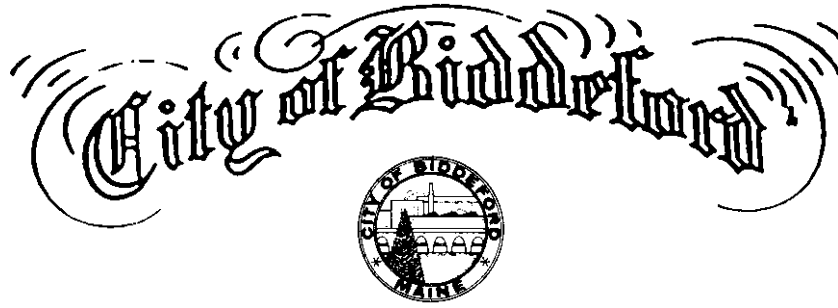
food vendor except during city sponsored or other community events.

2. *A mobile food vendor shall not conduct sales at a stationary location:*
 - a. For a duration exceeding sixty (60) minutes on any public street or public streets adjacent to public parks and recreational facilities, next to fire lanes and no-parking designated areas. Mobile vendors parking on public streets may not move to a new location without prior approval from the City.
 - b. In congested areas where the operation impedes vehicular or pedestrian traffic.
 - c. Between the hours of 1:00 a.m. and 6:00 a.m.
3. *Offenses and regulations*
 - a. It shall be unlawful for any individual as the agent or employee of another regulated under this section to sell edible goods in the city unless it's principal or employer has received a permit under this section.
 - b. A permit issued under this section is not transferable.
 - c. It shall be unlawful for an individual to sell edible goods while displaying a valid permit issued by the city in the name of another individual, organization, or entity.
 - d. It shall be unlawful for any individual directly or through an agent or employee to sell goods within the corporate limits of the city after the expiration of the permit issued by the city under this section.
 - e. It shall be unlawful for an individual directly or through an agent or employee to misrepresent on the permit affidavit any acts that are regulated under this section.
 - f. It shall be unlawful for any individual directly or through his agents or employees to represent that the issuance of a permit by the city constitutes the city's endorsement or approval of the product for sale.

Sec. 22-21.b. Mobile Food Vendor Requirements.

The following regulations shall apply to mobile food vendors:

- a. Each unit shall be equipped with a portable trash receptacle, and shall be responsible for proper disposal of solid waste and waste water in the sanitation facility legally accessed by the food service establishment. All disturbed areas



must be cleaned following each stop to a minimum 20 feet of the sales location.

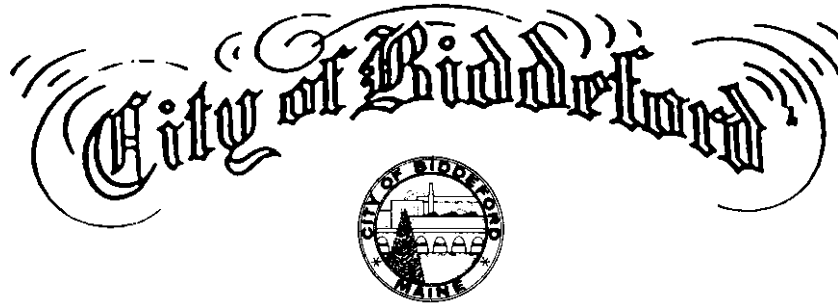
- b. Mobile food vendor may not have a drive through.
- c. Continuous music or repetitive sounds shall not project from the mobile unit.
- d. A five-foot clear space shall be maintained around the mobile food vending unit.
- e. All mobile units shall have a gray water holding tank.
- f. The mobile unit will be subject to inspection upon permit application through the code enforcement, health department and the fire department, and may be subject to random inspection and upon reissuance of the permit.
- g. No sales are allowed within public park facilities while park concession units are operating. Mobile units operating in public parks and on streets adjacent to public parks or recreational facilities requires approval by the City's Recreation Director.

February 20, 2018

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

Motion by Councilor McCurry, seconded by Councilor Ready to table the ordinance so that the language can be further reviewed and Council concerns can be addressed.

Vote: Unanimous.



2018.18

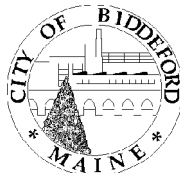
IN BOARD OF CITY COUNCIL....MARCH 6, 2018

BE IT ORDERED, that the City Manager be authorized to sign a unit cost contract with D and C Construction Company of Waterboro, Maine/Rockland Mass for the construction of the Lincoln Street Wall Rehabilitation Project as per the bids opened on February 27, 2018, in the bid amount of \$471,683.00, funding for this work to be provided in part from the MDOT BPI grant received by the City with the required City match amount from City TIF account.

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NOTE: Both the Finance Committee and the Capital Projects will review this item at their March 6, 2018 meeting.

This Order addressed City Goal #2018-37



City of Biddeford, Maine

TO: Finance Committee and City Council

FROM: Tom Milligan, P.E. City Engineer

DATE: February 28, 2018

SUBJECT: Lincoln Mill Wall Rehabilitation Project 2018, City Goal 2018-37

Cc: Alan Casavant, Mayor; James Bennett, City Manager; John McCurry, Council President; Jeff Demers, Director of Public Works; Matt Eddy Economic development Director; Greg Tansley, City Planner; John Malloy

The City of Biddeford requested bids by public advertisement in the Biddeford Journal Tribune for the above named project. The bid advertisement was also posted on the City of Biddeford's Web Site. The bids were opened on February 27, 2018.

The project work area is on easterly side of Lincoln Street from Main Street to Saco Falls Way. A location map is enclosed.

The project is the first portion of the Lincoln Street Reconstruction Project, the entire project running between Main Street and Pearl Street. This work will include removal of the old sidewalk on the easterly side of the street, rehabilitating portions of the existing granite wall, installing underground conduit and facilities under the sidewalk in preparation for placing utilities underground. The sidewalk and street portion of the work will be bid in early spring.

Two (2) construction firms reviewed the plans and specifications for the work. One (1) firm submitted a bid for the project. Bidding results are attached. D and C Construction Company of Waterboro, Maine and Rockland Mass submitted the only bid. Based on a review of the bid, check of references, and prior satisfactory work within the City on the Elm Street CSO Separation project, D and C Construction Co. appears to be well qualified to perform the work. Therefore, Staff recommends that D and C Construction Co. be awarded the contract work.

The contract is a unit cost contract and only those items supplied and installed will be paid. One third of the funding for the work will come from the MDOT BPI grant received by the City with the required City two thirds match coming from the City TIF account. The MDOT BPI program needs to obligate the project program funds this month to insure their availability to the City.

The project is on fast track in order to have the work completed this Spring prior to Memorial Day. Therefore, staff is respectfully requesting both the Finance Committee and City Council review and take action on the project at their March 6, 2018 meeting. Capital Projects Committee will also review the project at their March 6 meeting.

Journal Tribune

NOTICE OF REQUEST FOR BIDS

Lincoln Mill Wall Rehabilitation Project 2018

Notice is hereby given that the City of Biddeford is requesting sealed bids for The Lincoln Mill Wall Rehabilitation Project 2018. Bids must be received by the Engineering Department at 205 Main Street Biddeford Maine, 04005 by 10:00 a.m. on February 27, 2018

Work associated with this project will generally include: granite wall repair, demolition of sidewalks, underground duct banks and other associated work.

The Project is partially funded by an MDOT Business Partnership Initiative (BPI) Grant (WIN #21934.01)

Bids shall be submitted on the bid form and shall state the unit prices for the work required and the total costs of the project, including all needed operations and incidentals. The project shall be completed by May 4, 2018 and final closeout by June 1, 2018

Interested parties may examine the bid documents and specifications online by clicking the documents link at www.biddefordmaine.org/rfp or in person from the City of Biddeford's Engineering Department at 205 Main Street, Biddeford Maine 04005. A copy of the Contract Documents for the work may be examined at The City of Biddeford's Engineering Department (3rd floor) 205 Main Street, Biddeford, ME 04005. A copy of the contract documents may be purchased from the City Engineering office upon the deposit of \$100.00 (\$120.00 if mailed) in cash or check made payable to the City of Biddeford. No refunds will be issued.

All responders must register using the online form provided on the RFP webpage. Assistance with access to the RFP and online registration form is available by calling Mr. Brian Phinney at (207) 571-0032. Bids received after the designated time will not be accepted. Project questions must be submitted online on the RFP site, attn.: Bob Sanchioni, no later than 12 a.m. on Feb 22, 2018.

To be considered an eligible bidder, the bidder must have registered online and have purchased a legal set of bid documents.

All bids will be required to remain valid for a period of sixty (60) days.

The City of Biddeford reserves the right to accept or reject any or all bids, to waive any technical or legal deficiencies and to negotiate the contract price with any Bidder in what it alone considers to be in the best interest of the City or omit any item(s) deemed advisable for the interest of the city.

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SPECIAL SERVICES

TUESDAY, FEBRUARY 13, 2018

175 USED AUTOS	175 USED AUTOS	175 USED AUTOS	175 USED AUTOS
2009 Toyota Rav-4 161K miles, red, auto, X-tra clean \$6,995	2012 Nissan Altima Silver, 4Dr, Auto, Clean, 82K PRICE REDUCED! \$6,995	2011 Ford Focus 109K, Blue, 4 Door, Auto. \$4,495	2004 Subaru Forester New head gasket, timing belt, front brakes pads and rotors, New sticker! Only \$4,680
2013 KIA Soul Automatic 4 Cyl, 5 Door, A/C, Power Mirrors, Power Windows, Cruise, Tilt, CD Player, One Owner, Well Kept, Very Clean, 89,000 miles \$7,995	2008 Jeep Compass 4WD 4Cyl, Automatic, Power Windows, Heated Cloth, Cruise, Tilt, CD Player, One Owner, 93,000 miles Great Shape \$6,995	2008 Nissan Frontier 4DR, 96K, Auto, 4WD, Gray PRICE REDUCED! \$10,995	2012 Ford Fiesta Only 61K miles, micro-soft sync, new sticker, we finance, gas saver, special price \$5,990
2008 Dodge Grand Caravan SXT In great shape, clean car, must see, stow'n go, 2 new tires, and new rear brakes and rotors and more \$4,000 miles \$7,995.00	2014 Mitsubishi Lancer 69K, Auto, Silver \$6,995	2007 Nissan Xterra 4x4, new sticker, plenty of SUV's to choose, we finance, \$7,990	SPECIAL
\$10,600	SOLD!	OF THE WEEK	
All cars sold with 14 day plate and			

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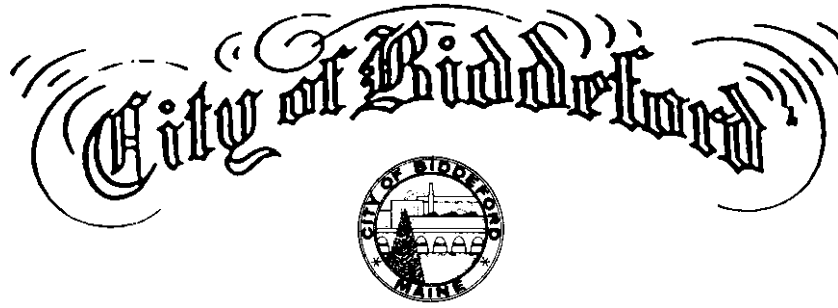
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Legend

Aerial Photo of Main & Lincoln Street Area





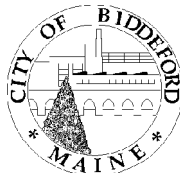
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IN BOARD OF CITY COUNCIL....MARCH 6, 2018

BE IT ORDERED, that the City Manager be authorized to sign a contract with HEB Engineers of Bridgton Maine for the design and preparation of construction documents for the Main Street Sidewalk Improvement Project Phase 2 as per the RFP proposal submitted and opened on March 1, 2018, in the amount of \$30,349, funding for this work to be provided from the CDBG program.

NOTE: Both the Finance Committee and the Capital Projects will review this item at their March 6, 2018 meeting.

This Order addresses City Goal #2018-37



City of Biddeford, Maine

TO: Finance Committee and City Council
FROM: Tom Milligan, P.E. City Engineer

DATE: March 2, 2018

SUBJECT: Design and Project Bid Documents for the Main Street Sidewalk Improvement Project Phase 2, Work Plan Task No 2018-37

Cc: Alan Casavant, Mayor; James Bennett, City Manager; John McCurry, Council President; Jeff Demers, Director of Public Works; Matt Eddy Economic Development Director; Greg Tansley, City Planner; Linda Waters CDBG Coordinator; John Malloy

The City of Biddeford requested bids by public advertisement in the Portland Press Herald and the Biddeford Journal Tribune for the above named project. The bid advertisement was also posted on the City of Biddeford's Web Site. The bids were opened on March 1, 2018.

The project work area is on Main Street from Lincoln Street to Elm Street. A location map is enclosed.

The Scope of Work includes the surveying and engineering for sidewalk reconstruction on Main Street from Adams Street to Elm Street (approx. 920 linear feet) and includes such amenities as crosswalks, bumpouts, lighting (identical to lighting on Main Street between Water Street and Adams Street), and streetscaping (i.e. plantings, seating, etc.). The Scope of Work also includes providing an early opinion of cost and the development of construction ready plans and a bid specification package. A preliminary opinion of construction cost shall be provided on or before March 19th and the final bid package by June 1, 2018.

Four (4) Engineering firms submitted a proposal for the project. Proposal cost results are attached. The costs submitted by all the firms were generally within the same range. Based on a detailed review of the bids and the proposals packages submitted, check of references, and provide work history on similar projects, Staff is recommending that HEB be awarded the design work.

The contract is a lump sum contract. Funding for the engineering work will come from the CDBG program.

The design work is on fast track in order to have the work completed early this summer and ready for bidding. Therefore, staff is respectfully requesting that the Finance Committee and City Council review and take action on the project at their March 6, 2018 meeting. The Capital Projects committee will also review the project at their March 6 meeting.

[illegible]

Legend

Aerial Photo of Main & Lincoln Street Area

Main St Sidewalk Project Phase 2

Google Earth



INVITATION TO BID

Request for Proposals

Design, Engineering, Construction Ready Plans and Bid Specifications Package for Main Street Sidewalk Improvement Extension Project (2018) Phase 2

The City of Biddeford will receive sealed bids for surveying, design, engineering, construction ready plans, and a bid specification package for the HUD - CDBG - Main Street Sidewalk Improvement Extension Project (2018) Phase 2 until 4:00 p.m. prevailing local time March 1, 2018 at the Office of the City Engineer, 3rd floor, City Hall, 205 Main Street, Biddeford, Maine 04005. Bid documents shall be in clearly marked, sealed envelopes titled HUD - CDBG - Main Street Sidewalk Improvement Extension Project (2018) Phase 2. All bids will be opened in the Second Floor Conference Room in City Hall Council Chambers on March 1st at 4:00 p.m. The Project is expected to be awarded on March 6, 2018 at the City Council Meeting.

The Scope of Work includes the surveying and engineering for sidewalk reconstruction on Main Street from Adams Street to Elm Street (approx. 920 linear feet) and includes such amenities as crosswalks, bumpouts, lighting (identical to lighting on Main Street between Water Street and Adams Street), and streetscaping (i.e. plantings, seating, etc.). The Scope of Work also includes providing an early opinion of cost and the development of construction ready plans and a bid specification package. A preliminary opinion of construction cost shall be provided on or before March 19th and the final bid package by June 1, 2018.



A detailed Scope of Work, federal requirements, and submission requirements are contained in the Request for Proposals (RFP) document. A copy of the RFP document for the work may be examined at the City of Biddeford's Engineering Office (3rd floor), 205 Main Street, Biddeford, Maine 04005 or a PDF file requested from John Malloy at the email below. Submit technical questions in writing to the attention of John Malloy at 204-9118, or e-mail: Jonathan.Malloy@biddefordmaine.org and administrative and/or HUD regulation questions to Linda Waters at 204-9105 or e-mail: lwa@biddefordmaine.org no later than 5 days before the scheduled bid opening. The Bid Notice and RFP documents may also be downloaded at www.biddefordmaine.org/RFP. Any addenda will also be posted on the web site.

The project is funded by HUD - Entitlement - Community Development Block Grant (CDBG) funds and the successful bidder will be required to comply with all applicable local and federal requirements.

The City of Biddeford reserves the right to reject any or all Bids, to waive any technical or legal deficiencies, to accept any Bid that it may deem to be in the best interests of the City of Biddeford, to negotiate the contract price with any Bidder, and to omit any item or items deemed advisable for the interest of the City of Biddeford.

320 HELP WANTED

W/entire customer & living areas. \$1000/week includes all utilities & w/c containers. 50% of contract price. ER will reimburse w/c. Check for transport & assist from place of recruitment to place of work upon completion of contract or if w/c demolished early. ER will provide a reasonable cost of return transport & assist home or to place working departed to work except if w/c will not return due to trip w/ another ER or if ER has reported w/c's vol. abandoned. mento camp. Airt of transport reimbursement - most economical & reasonable common carrier for dist

\$10 MERCHANDISE FOR SALE

NOBROW GOLF Queen Size sofa sleeper, blue \$400 OBO, call 284-4619

RAVENSBURGER - 1000 puzzle No. 14, 350-2 large 500 piece format Dadi's ahead \$4 call 284-8744

USED AUTOS

new rear brakes and rotors and more 54,000 miles \$7,995.00

All cars sold with 14 day plate and 30 day warranty Maine State Inspections

58 Years in Business

Trade-Ins Welcome

Wholesale Auto

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216 Granite St. Biddeford 283-3708

2005 Subaru Outback new head gasket, timing belt, winter package, heated everything, only \$4,990

2007 Nissan Sentra Gas saver, 36 mpg, new sticker, great first car. only \$4,740

Autoland
207-641-2121
autolandmaine.com

Wells, Maine

Cash for your Car!

We do financing!

BRIDAL GUIDE

When Mine's Guide to Planning your Big Day

Published Friday February 23 in the Journal Tribune

HELP WANTED	MERCHANDISE	General Merchandise	TRANSPORTATION	LOCAL SERVICE
General Help	Antiques & Collectibles	CRUIT BOTTLE with stopper, pressed antique pattern glass \$7. Call 284-8744 in Biddeford.	Antique, Classic	Carpentry & Remodeling
SMALL BREED PUPPIES www.maine.puppies.com 207-744-2017 Lic #F681		U.S. EMBROIDERED San Jose State University of San Jose Group		"30 YEARS EXPERIENCE" coastalbassmentwaterproofing.com Call 207-883-5583 Scarborough OR Call 978-270-2952

PUBLIC NOTICES

Public Notice

Allen & Coles Moving Auction of Tenants Personal Property

In accordance with the provisions of the State of Maine and § 1375, NOTICE IS HEREBY GIVEN to the person herein after named and to all whom it may concern. The contents of leased units are subject to our lien for non-payment of rent and other charges. You are denied access to that unit.

You can redeem such goods on or before March 31st, 2018 10:00am. The goods you have stored after this time will be sold at auction to the highest bidder. The sale will take place at: Allen & Coles Moving 75 Pinetree Industrial Parkway, Portland, ME 207-775-6683, on March 31st, 2018 10:00am. The facility/auctioneer reserves the right to cancel a sale at any time for any reason.

• Name: Alisha Fadane
Units: AA-10, AA-5, AA-13, AA-9, M-3, AA-2
Charges: \$ 4232.00
• Name: Tom Dvorak
Units: H-4, H-9, H-14, H-15, H-1
Charges: \$ 2450.00
• Name: Brian Parker
Units: M-2
Charges: \$ 1423.35
• Name: John & Kelly Noble
Units: D-9, D-10
Charges: \$ 620.00
• Name: Julian Shulman
Units: B-8
Charges: \$ 607.00
• Name: Randy Roberts
Units: E-13
Charges: \$ 680.00

Public Notice

INVITATION TO BID Request for Proposals Design, Engineering, Construction Ready Plans and Bid Specifications Package for Main Street Sidewalk Improvement Extension Project (2018) Phase 2

The City of Biddeford will receive sealed bids for surveying, design, engineering, construction ready plans, and a Bid specification package for the HUD - CDBG - Main Street Sidewalk Improvement Extension Project (2018) Phase 2 until 4:00 p.m. prevailing local time March 1, 2018 at the Office of the City Engineer, 3rd floor, City Hall, 205 Main Street, Biddeford, Maine 04005. Bid documents shall be in clearly marked, sealed envelopes titled HUD - CDBG - Main Street Sidewalk Improvement Extension Project (2018) Phase 2. All bids will be

awarded on March 6, 2018 at the City Council Meeting. The Scope of Work includes the surveying and engineering for sidewalk reconstruction on Main Street from Adams Street to Elm Street (approx. 920 linear feet) and includes such amenities as crosswalks, bumpouts, lighting (identical to lighting on Main Street between Water Street and Adams Street), and streetscaping (ie. plantings, seating, etc.). The Scope of Work also includes providing an early opinion of cost and the development of construction ready plans and a bid specification package. A preliminary opinion of construction cost shall be provided on or before March 19th and the final bid package by June 1, 2018.

A detailed Scope of Work, federal requirements, and submission requirements are contained in the Request for Proposals (RFP) document. A copy of the RFP document for the work may be examined at the City of Biddeford's Engineering Office (3rd floor), 205 Main Street, Biddeford, Maine 04005 or a PDF file requested from John Malloy at the email below. Submit technical questions in writing to the attention of John Malloy at 284-9118, or e-mail: John.Malloy@biddefordmaine.org and administrative and/or HUD regulation questions to Linda Waters at 284-9105 or email: waters@biddefordmaine.org, no later than 5 days before the scheduled bid opening. The Bid Notice and RFP documents may also be downloaded at <http://www.biddefordmaine.org/RFP>. Any addenda will also be posted on the web site. The project is funded by HUD - Entitlement - Community Development Block Grant (CDBG) funds and the successful bidder will be required to comply with all applicable local and federal requirements. The City of Biddeford reserves the right to reject any or all Bids, to waive any technical or legal deficiencies, to accept any Bid that it may deem to be in the best interests of the City of Biddeford, to negotiate the contract Price with any Bidder, and to omit any item or items deemed advisable for the interest of the City of Biddeford.



REQUEST FOR QUALIFICATIONS

The Maine Department of Defense, Veterans and Emergency Management (DVEEM) wishes to procure Owner's Representative Services - Maine Army National Guard, Northern Maine Readiness Center, PN 230135 located in Presque Isle, Maine. Qualifications packages are due at 4:00 PM on 09 March 2018 at Camp Keyes-Bldg 8, 194 Winthrop Street, Augusta, Maine 04333-0033. Attention: Mr. Mate Dube, Project Manager. The scope of the Owner's Representative Services required includes but is not limited to: act as an advisor to the Owner, facilitate open communications among all parties, help avoid adversarial interactions and promote a sense of trust and teamwork, ensure that the project is completed at the lowest possible cost and highest degree of quality and workmanship that are consistent with the plans and specifications for the project. Comply with the detailed Notice to Architects and Engineers on the BGS website: http://www.maine.gov/bgs/constrpublic/prof_services/RFQ_prof.htm

Bureau of General Services, 77 State House Station, Augusta, Maine 04333; 207-624-7360.

Public Notice

REVISED LIST TOWN OF FREEPORT POSTED ROADS EFFECTIVE FEBRUARY 26, 2018

HEAVY LOADS LIMITED
The following is a list of Posted Roads in the Town of Freeport. The posting will begin Feb. 26, 2018 and continue until May 1, 2018 dependent upon the weather. All heavy vehicles are required to obtain a permit to operate on a posted road in Freeport regardless of temperature. Regular delivery route trucks are exempt (Oil trucks, Propane Gas Trucks, Trash Haulers, Municipal Vehicles and other necessary vehicles). This list is subject to change without notice. For current information or questions, contact the Public Works Department (865-4461) or check our website: www.freeportmaine.com.

Allen Range Road, Baker Road, Bartol Island Road, Beech Hill Road, Bonney Street, Bow Street, Bragdon

Road, Cross Street, Curtis Road, Cushing Briggs, Desert Road, Campus Drive, East Street, Elm Street, Flying Point Road, Foster Ave, Gay Drive, Grant Road, Holbrook Street, Howard Place, Hunter Road, Independence Drive, Justins Way, Cross Street, Kendall Lane, La Rue Drive, Lambert Road, Ledgewood Lane, Urchfield Road, Lower Flying Point Road, Lower Mast Landing Road, Lunt Road, Main Street, South Freeport, Maple Avenue, Merrill Road, Middle Street, Bow Street, Murch Road, Nathan Nye, Noble Drive, Old Brunswick Road, Old County Road, Old Flying Point Road, Old Mast Landing Road, Old South Freeport Road, Park Street, Park Street, South Freeport, Pettigill Road, Pine Street, Pleasant Hill Road, Poland Road, Porters Landing, Prout Road, Richards Lane, School Street, South Freeport Road, Small Brook, South Street, Staples Point Road, Stonewood Drive, Summer Street, Torrey, Hill Range Road, True Street, Upper Mast Landing Road, Varney Road, Wardtown Road (from Woodside Ln to Town line), Ware Road, Webster Road, West Street @ Depot, Wolfe Neck Road, Woodside Lane

Public Notice

RSU#14 Windham Raymond School District
228 Windham Center Road, Windham, ME 04062.
Destruction of Special Education & Section 504 Student Records
Notice to all former students, (or custodial parents of former students), born between January 1, 1990 and December 31, 1990, who attended Windham/Raymond Public Schools and received Special Education or 504 services:
RSU#14 - Windham Raymond School District - may have in its possession educational records for the students noted above. These educational records will be destroyed after April 13, 2018. If you would like to have these records rather than having them destroyed, please contact Kim Dubay, Administration Assistant to the Director of Student Services at kdubay@rsu14.org, prior to April 13, 2018. Proper identification will be required in order to obtain the records. The RSU#14 Windham Raymond School District shall maintain permanently a record of a student's name, address,

BASEMENT LEAKS
"We Can Fix It!"
Foundation Crack Repairs
Drains & Sump Pumps
Structural Foundation Repairs
100% Guarantee/Free Estimates
Not Waterproofing Members of America
DRYLOCK SYSTEMS
Wet Basement Specialist
207-432-2525

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FIXER-UPPERS,
JUNK CARS & TRUCKS,
MOTORCYCLES,
LAWN MOWERS
& TRACTORS.
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Removal, First Work, Same Day Calling & Trash Removal
207-522-3673

ORIENTAL THERAPY CENTER
Shiatsu
207 865 4137
Mon-Sun 8am-9pm

Masonry/Concrete/Brick

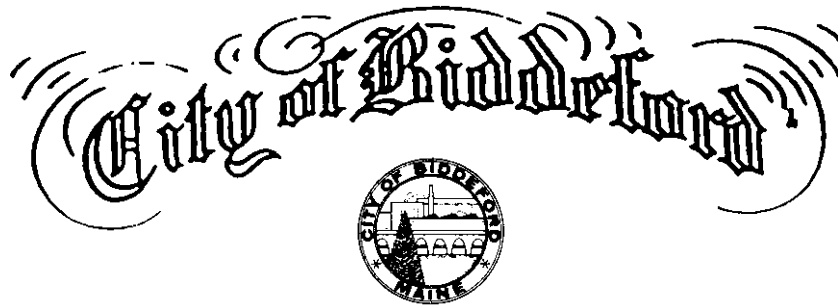
PORTLAND CONCRETE SERVICES
Commercial & Residential
• Concrete Floors • Sidewalks
• Garage Floor Repair

COMMERCIAL RESIDENT
Free Estime
Drive/Redeem/Di Hard Cobble
20
Removal/Salva
NEED JUNK CALL
DUMP
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ATTN: BASEMENT
RESIDENTIAL & COMM
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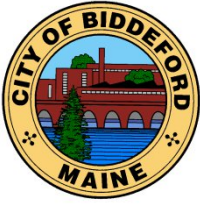
WAI
JUN
& ALL SC
CIA Sal
www.wai.com
vehicles, furniture



2018.19

IN BOARD OF CITY COUNCIL..MARCH 6, 2018

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to proceed with a conceptual plan for a Capital Campaign Fundraiser for City Theater and City Hall Improvements; and to come back to the City Council with the final details of said conceptual plan.



CITY OF BIDDEFORD

ECONOMIC and COMMUNITY DEVELOPMENT DEPARTMENT

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

To: Mayor Alan Casavant

From: Mathew Eddy

Date: March 2, 2018

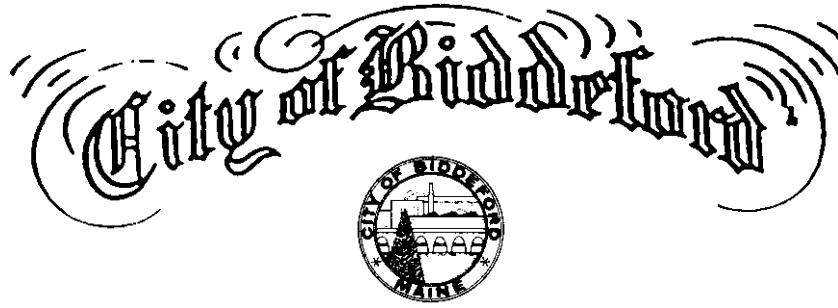
Subject: Capital Plan/Fund Raising Program

Staff from City Hall and City Theater board of Directors have been working on a design and improvement program for the municipal building, including the City Hall, the Clock Tower, and City Theater Upgrades. We are asking permission to move forward with a fund raising program to address the various issues included in the movement program.

Preliminary engineering/architectural assessments have been completed, at some level, to address issues with:

- The clock tower
- City hall Windows
- Public safety issues
- Alternative layouts
- Rehabilitation of the Third Floor of City Hall
- City theater upgrades to the reception area and bathrooms
- Dressing rooms
- A scene construction/storage shop, loading dock and costume area
- Stage fly system upgrade to original 1986 system
- Ancillary supportive improvements

While additional work is needed, this initial work provided the base for critical needs and a general cost structure to pursue. Initial costs suggest a price tag in the range of \$11 million +/- . With this kind of project, we anticipate that substantial fund will be raised from fund raising, a specific capital campaign, grant opportunities (National Endowment for the Arts) and foundations (e.g. Alford). We would like permission to establish capital campaign committee and pursue funding with the intent of completing work in time for the Theater to celebrate its 150 year birthday in 2021.



2018.20

IN BOARD OF CITY COUNCIL....MARCH 6, 2018

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to proceed with design of a public parking structure in accordance with the agreement signed with Desman Design Management of Boston, MA (DESMAN) under Order 2017.25.

BE IT FURTHER ORDERED, that authorization to proceed is contingent upon site selection, designated by the Biddeford City Council under separate Order.

March 5, 2018 - Garage & Parking Management Plan Q&A

Why is the municipality concerned with addressing the parking issue?

- The supply of parking is not keeping pace with demand; the demand for parking limits reuse of existing underutilized spaces, including the former mill sites and Main Street negatively affecting existing, long standing businesses and neighborhoods.
- Additional mill site redevelopment include the Lincoln Street Mill, the Pepperell Mills, North Dam Mills, River Dam Mills, the Saco-Lowell Mill and 3 Lincoln Street (the MERC site).
- Redevelopment of Main Street and adjoining streets is also impacted by competition for available parking by area employees and consumers. Inadequate parking is identified as a reason for vacancies on both lower and upper floors.
- Parking supply is critical to broadening the tax base and taking advantage of present economic conditions. Biddeford's primary growth/redevelopment area is the downtown. Biddeford's story and image are of special interest to the southern Maine real estate community. A commitment to downtown parking and infrastructure investment will maintain that present and future investment interest.

Is there any evidence to justify infrastructure investment in the downtown at this time?

- A comparison of valuation change within the community indicates that MSRD3 (the mill district) has increased, with redevelopment, by 168% in the last ten years. The value of MSRDs 1, 2 & 3 (including the mill and surrounding downtown districts) increased 11% over that same period. At the same time, all commercial real estate in the city increased only 14%, and all residential increased just 3%. As this growth has occurred, parking has become increasingly scarce.
- It is a fact that there is more than 800,000-1 million square feet of available space in the mill district, 30% of Main Street is vacant, and a completely undeveloped commercial property at 3 Lincoln Street (the former Maine Energy property) exists. These properties represent future tax revenue potential. Additional parking would maximize downtown redevelopment, while the growth trends in the rest of the community slow.

So what are the action options and associated consequences?

- Take No Action. The consequences of no action, which assumes that parking is not a problem, includes but is not limited to:
 1. Leaving the future of the downtown to forces outside of the City's control.
 2. Potentially limiting the rate and extent of growth in the community.
 3. Missing an opportunity to maximize non-residential tax revenue.
 4. With no or limited parking, rehab and saving valuable mill and Main Street space will be difficult, providing homes for people and businesses will be stressed, and our important mill heritage could be lost.
- Wait until some future point in time to take action. This option recognizes the issue but makes a conscious decision to not act in anticipation of some future trigger. The potential consequences of this approach are similar to a homeowner waiting to buy oil or waiting to refinance in the hopes that a better opportunity or price might present itself.
 1. On the upside, there is always the potential for some development opportunity that will solve problems and bring jobs, customers, and tax revenue to the city.

2. On the downside, the lead-time needed for construction of a parking structure to serve parking needs may not coincide with peak market demand, squandering timely development interest.
 3. Waiting on a parking structure limits the ability of the City to shape and influence downtown redevelopment, leaving that control to others.
- Take action now. This option recognizes growth potential, concludes that positive indicators exist, and that immediate and long-term issues are addressed by providing parking. Based on professional forecasts (e.g. MEREDA Annual Forecasting Conference; January, 2018), the Saco-Biddeford market is growing and ripe for redevelopment. Investors, fully aware of that potential, will have certainty that future parking will be available and will choose to invest here. Without action, growth slows or stagnates and the tax revenue growth now building steam will not be realized for several more years.

Who pays for a parking structure?

- The parking structure will not be paid for with General Fund tax dollars; that is the point of the parking management program. Parking is not presently free: under the current structure, taxpayers pay for all of the parking on public streets and in public lots, whether used by visitors or non-resident employees. This includes the cost of paving, striping, signage, snow removal, and ongoing maintenance.

The parking management system will shift the cost of parking to users, not the resident taxpayer. This includes:

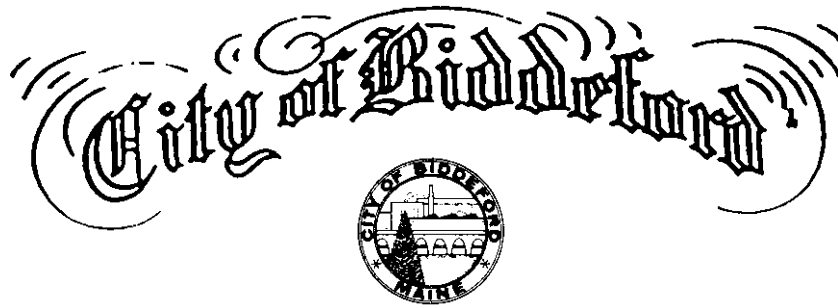
1. No Meters on Main Street.
 2. Existing residential parking on streets will remain free.
 3. Based on input, paid parking during the day will change to free parking in the evening.
 4. Garage and surface parking will provide predictable snow emergency parking options during the BAN periods.
 5. Utilizing TIF dollars created by Mill district redevelopment will supplement parking revenues to avoid use of general fund dollars.
- Time limited, free parking will be part of the program on Main Street (and limited side streets) to manage flow, availability, and access to all consumers of downtown goods and services.

Do the recent RFPs for kiosks and handheld enforcement units mean that Main Street will be pay-to-park?

- No, or rather, absolutely not! Despite repeated public statements about parking meters, the citizen referendum approved last year is binding. Neither staff nor the City Council have any plans to install parking meters or otherwise circumvent the referendum. Enforcement, however, will be enhanced.

How has the Community managed the risk associated with parking management investments, including paying for a parking structure?

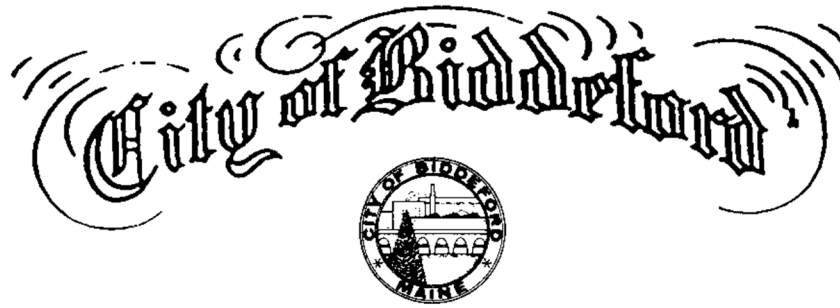
- There is risk involved in every decision. Taxpayer risk has been mitigated through the following:
 1. The City Council, through a competitive bid process, engaged a professional design team experienced in municipal garage development to evaluate siting options and design.
 2. When the City Council authorized design of the garage in 2017, it was clear that there would be a number of decision points built into the design review process. If during the process factors change, the council has the ability to halt the project at any critical decision point.
 3. Staff created a very conservative financial model, with a variety of variables, as proof of concept to determine the financial feasibility of paying for the garage without impacting property taxes. In that analysis, conservative revenue streams have been identified and demonstrate that parking structure costs will be covered. Future revenue streams are likely higher than projected.
 4. The City Council authorized release of an RFP for a so-called 3rd party consultant to provide professional-level review of the financial model and additional review as needed for design-phase elements to provide a check and balance assessment.
 5. It should be recognized that parking issues are not a recent development. The topic has been discussed for many years. A sample of prior work calling for additional parking includes:
 - Downtown Action Plan, 1978
 - Comprehensive Plan, 1999
 - Biddeford Master Plan, 2009
 - Downtown Parking Study, 2012
 - 3 Lincoln Street (MERC Site) Redevelopment, Market and Feasibility Study, 2015, Camoin Associates
 - Biddeford Garage Site Study Presentation, 2017
 - Staff Reports, 2018



2018.21

IN BOARD OF CITY COUNCIL..MARCH 6, 2018

BE IT ORDERED, that the City Council of the City of Biddeford does hereby identify Map _____, Lot(s) _____, the so-called _____ site in Biddeford, Maine as the designated location for construction of a public parking structure.



2018.22

IN BOARD OF CITY COUNCIL..MARCH 6, 2018

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to execute a Joint Development Agreement with North Dam Mill, LLC, substantially in the form as presented, for the development of the North Dam Mill.

JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement (“Agreement”), dated March ____, 2018 is executed by **NORTH DAM, LLC**, a Maine limited liability company (“North Dam”), **THE MILLS AT PEPPERELL, LLC**, a Maine limited liability company (“Pepperell”) and the **CITY OF BIDDEFORD, MAINE** (“City”). North Dam, Pepperell and the City are referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, North Dam entered into a Credit Enhancement Agreement with the City of Biddeford, dated as of August 1, 2008 (the “Credit Enhancement Agreement”); and

WHEREAS, North Dam and Pepperell, have granted various easements to the City for the development of the RiverWalk; and

WHEREAS, North Dam seeks to amend the terms of the Credit Enhancement Agreement to assist North Dam with financing for further development of its property; and

WHEREAS, the City seeks additional easements over the North Dam and/or Pepperell property to provide pedestrian access to the RiverWalk and to the City’s property located at Lincoln Street.

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

ARTICLE I DEFINITIONS

The terms defined in this Article I shall, for the purposes of this Agreement, have the meanings herein specified unless the context clearly requires otherwise:

“Credit Enhancement Agreement” shall mean the Credit Enhancement Agreement as amended from time to time between the City and North Dam dated as of August 1, 2008.

“Credit Enhancement Payments” or “TIF Payments” shall mean that portion of the tax incremental financing, payable to North Dam for reinvestment.

“Dedicated Parking Fund” shall mean that portion of the City tax incremental financing fund, equal to 10% of the City tax incremental financing fund proceeds, set aside for parking expenditures.

“City Share Dedicated Parking Fund” shall mean that portion of the Dedicated Parking Fund equal to 5% of recaptured taxes from municipal parking related expenditures.

“Pepperell Share Dedicated Parking Fund” shall mean that portion of the Dedicated Parking Fund paid by North Dam equal to 5% of recaptured taxes from the portion of the 50% Credit Enhancement Payments paid to North Dam held by the City as a deposit towards pre-purchased parking in a City parking garage.

ARTICLE II COMMITMENTS

1. City Commitments

The City will amend the current Credit Enhancement Agreement for North Dam, LLC to provide as follows:

(a) In Year 10 of the Credit Enhancement Agreement, the Credit Enhancement payment shall be seventy five percent (75%). Effective in Year 11 and future Years of the Credit Enhancement Agreement, the Credit Enhancement Payment shall be fifty percent (50%) and shall continue at that percentage until the maximum amount payable under the Credit Enhancement Agreement, Two Million Seventy Seven Thousand Three Hundred Sixty One Dollars and 18/100 (\$2,077,361.18) shall have been paid to North Dam. Provided, however, that the City’s obligations to make any further payments to North Dam under the Credit Enhancement Agreement shall not commence until North Dam has satisfied the following criteria:

- (i) North Dam has pulled building permits with the City in excess of two million dollars (\$2,000,000.00) with a benchmark date of January 1, 2018; and
- (ii) The overall taxable value of North Dam’s property shall have increased by an aggregate value of five million dollars (\$5,000,000.00) with the April 1, 2017 taxable value as the baseline value.

- (b) The Parties recognize that effective upon the execution of this Agreement, the City will recapture 100% of the incremental increase in the value within the TIF District (rather than 75% in year 10 and 50% for the balance of the Credit Enhancement Agreement).
- (c) At North Dam's sole discretion, up to 5% of the future Credit Enhancement Payments payable to North Dam may be directed into a dedicated parking fund established by the City. The fund shall be used exclusively for North Dam parking needs including North Dam parking fees at City owned parking facilities.
- (d) The balance of the TIF funds not otherwise paid in Credit Enhancement Payments to North Dam and/or into the Pepperell Share Dedicated Parking Fund will be paid into the City's tax increment account for downtown improvements, including but not limited to supporting parking, pedestrian access, RiverWalk development and other improvements consistent with the City's current Municipal Development Tax Increment Financing District and the Biddeford Downtown Mill District.

2. North Dam and Pepperell's Permanent Easement Commitments

North Dam and Pepperell agree to deed the following permanent pedestrian easements to the City for the construction and maintenance of pedestrian connections at the sole cost of the City (including design, survey, construction, maintenance, and signage costs):

- (a) From Saco Falls Way along the so-called Lot D to York Street, (as identified by the red line on the attached map);
- (b) From the Lincoln Mill property to the pedestrian way identified in 2(a) above (as identified by the yellow line on the attached map);
- (c) Along so-called York and Laconia Streets (as identified by the red line on the attached map);
- (d) From the intersection of York and Laconia Streets running along Buildings 9 and 10; along Buildings 11 and 12; and between the four Buildings; connecting to the access road from Saco Falls Way to the Lofts at Saco Falls (as identified by the green line on the attached map).
- (e) North Dam and Pepperell shall provide all necessary temporary construction easements to enable the City to install the pedestrian only walkways. The temporary construction easements shall require that the City minimize

inconvenience and disruption to the other activities of North Dam and Pepperell and their tenants.

- (f) The City shall meet with representatives of North Dam and Pepperell for the purpose of soliciting input on material, landscaping, security and features of the pedestrian connections. At a minimum, the City agrees that the connections shall be complementary to the existing RiverWalk improvements and adjacent areas. The City further agrees that the improvements shall be consistent with the aesthetics, design features and quality of surrounding improvements.
- (g) The easements shall require that the City construct all improvements in a workmanlike manner and that the City at all times keep such improvements in good repair and free of ice and snow. The City further agrees to develop a plan for timely winter maintenance of the easements.
- (h) None of the easements and the development of the pedestrian connections shall be inconsistent with current municipal approvals, including without limitation that the proposed connection from the Lincoln Mill (as identified by the yellow line on the attached map) shall not involve physical construction that impairs the use of North Dam, Pepperell and their tenants' existing parking lot.

3. North Dam and Pepperell's Temporary Easement Commitments

North Dam and Pepperell agree that they shall deed to the City a temporary pedestrian easement from Laconia Plaza to Laconia Street and/or Saco Falls Way for pedestrian connection (as identified by the blue line on the attached map). The temporary pedestrian easement shall provide as follows:

- (a) Access to the temporary pedestrian easement will be restricted from 7:00 a.m. to 5:00 p.m. and to the period of March 15 to December 1;
- (b) The temporary pedestrian easement will cease to exist once the RiverWalk is expanded to connect Laconia Plaza to Saco Falls Way or December 31, 2021, whichever occurs first;
- (c) The City agrees that prior to allowing pedestrian access, the City will physically delineate the area available for pedestrian use in a manner reasonably satisfactory to North Dam and Pepperell through physical improvements, pavement markings or other acceptable means;

- (d) During the period that the temporary pedestrian easement is available to the public, the City shall maintain the temporary easement and keep it free of ice and snow.

ARTICLE III

INDEMNIFICATIONS

The City agrees to indemnify, defend and hold North Dam and Pepperell harmless from any claims, damages, costs, liabilities and expenses (including attorney's fees) arising from the City and/or the public's use of the temporary and permanent easements. Each Party shall indemnify, defend, and hold the other Party harmless from any claims, damages, costs, liabilities and expenses (including attorney's fees) arising from the negligence, misrepresentation, fraud, fault or misconduct of the indemnifying Party or any of its agents, servants, officers, directors, employees and affiliates.

ARTICLE IV

TIME OF PERFORMANCE

1. The Parties recognize and agree that all easements identified in this Agreement shall revert back to North Dam or Pepperell on December 31, 2021 unless prior to that date:

- (a) The City or another party at the direction of the City, has entered into a construction agreement to build a city parking garage of at least 400 spaces in the downtown area; and
- (b) Construction of the City parking garage has commenced.

In the event that the easements revert back to North Dam or Pepperell, any improvements to the easement areas shall become the property of the original owner. In addition, all funds within the Pepperell Share Dedicated Parking Fund and the City Share Dedicated Parking Fund will be forfeited to the City.

2. The Parties agree to the following deadlines related to this Agreement:

- (a) All Parties shall approve and execute the Joint Development Agreement on or before April 1, 2018;
- (b) The Biddeford City Council shall vote to approve the amendments to the Credit Enhancement Agreement on or before April 30, 2018;

- (c) All easements identified in this Agreement shall be executed by the Parties on or before May 15, 2018. The easements shall be held in escrow by the Biddeford City Solicitor until all provisions of the Joint Development Agreement are satisfied including but not limited to the Credit Enhancement Agreement Amendment and approval by the Maine Department of Economic and Community Development.

ARTICLE V 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 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 VI MISCELLANEOUS

1. Representations and Warranties:

Each Party represents and warrants to the other that:

- (a) It is duly qualified to do business and is in good standing in the State of Maine; and
- (b) It has full power and authority to execute, deliver and perform its obligations under this Agreement; and
- (c) The execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action by such Party; and
- (d) 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.

2. Right to Require Performance:

The failure of any 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 the 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.

3. 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.

4. Relationship of Parties:

- a) This Agreement is not intended to supersede the authority granted by law to any regulatory board or agency of the City. Therefore, nothing in this Agreement shall be construed or implied to require the City's Planning, Zoning or other regulatory boards or agencies (however designated) to approve the plans for any aspect of the actions required under this Agreement.
- b) The Parties acknowledge that the obligations set further herein may be further described in other agreements and or deeds as agreed to by the Parties. The City, North Dam and Pepperell agree to cooperate in good faith with regard to each and every aspect required for the completion of all obligations contemplated by this Agreement. The Parties recognize, however, that the land use regulatory agencies of the City must perform their responsibilities in accordance with the law governing that performance and consequently are not obligated in any way by this Agreement. The City, North Dam and Pepperell 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 operation contemplated under this Agreement.
- c) 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 or representative of, or to otherwise bind, the other Party.

5. Material Breach by North Dam and Pepperell:

- a. If North Dam and/or Pepperell cause a material breach of the terms or conditions of this Agreement, and any agreements, arrangements or other

legal instruments that are entered into as a direct result of this Agreement, and fail to cure such breach within the cure period set forth below, then any credit enhancement payment otherwise payable to North Dam shall be delayed until such time as the breach is corrected. If the breach lasts longer than one (1) year, North Dam shall no longer be entitled to receive any credit enhancement payments that are otherwise duly authorized by this Agreement.

- b. The City shall provide notice to North Dam and Pepperell of a material breach in writing, identifying the nature of the alleged breach and requested remedy. A material breach shall be cured if remedied within thirty (30) days of receipt of the notice, or such other time as mutually agreed.

6. Material Breach by City:

- a. North Dam and Pepperell shall provide notice to the City of a material breach in writing, identifying the nature of the alleged breach and requested remedy. A material breach shall be cured if remedied within thirty (30) days of receipt of the notice, or such other time as mutually agreed.
- b. If a material breach is not cured as set forth above, North Dam and Pepperell may bring an action, in law or in equity, to enforce this Agreement or for damages, or both.

7. Integration:

This Agreement, along with any exhibits, appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written regarding the matters addressed in this Agreement. 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

8. No Oral Modifications:

This Agreement may not be changed 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. This Agreement and any of the rights, interests or obligations under this Agreement may not 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, North Dam and Pepperell, and their affiliates.

9. 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, North Dam and Pepperell agree to cooperate in good faith with regard to each and every aspect required for the completion of all objections contemplated by this Agreement. The Parties recognize, however, that the land use regulatory agencies of the City must perform their responsibilities in accordance with the law governing that performance and consequently are not obligated in any way by this Agreement. The City, North Dam and Pepperell 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.

10. Notice:

All notices required to be given to City, North Dam or Pepperell 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. Express, 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: City Attorney as designated in writing by the City

North Dam Douglas Sanford
and Pepperell: Pepperell Mill Campus
2 Main Street, Suite 17-301-E
Biddeford, ME 04005

With a copy to: North Dam and Pepperell's attorney as designated in writing by North Dam and Pepperell

11. 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.

12. 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.

13. 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.

14. Consents:

North Dam and Pepperell shall obtain the consents of its mortgage holders and other lien holders to this Agreement and the easements contemplated herein.

15. Tunnels:

The Parties agree that they shall explore in good faith the potential inclusion of the tunnels located on North Dam and Pepperell's property into the long range

planning of additional pedestrian access ways over North Dam and Pepperell's property.

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

North Dam, LLC

Witness

By: _____
Name:
Title

The Mills at Pepperell, LLC

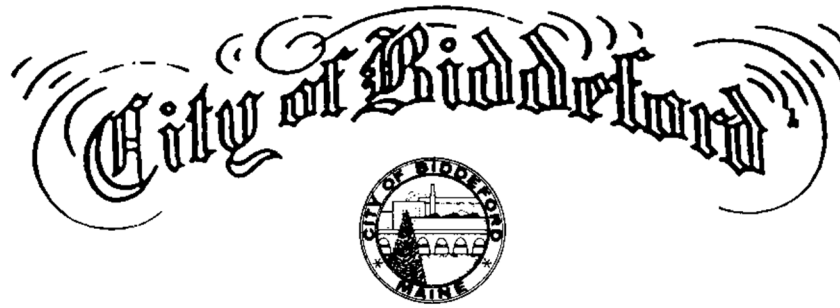
Witness

By: _____
Name:
Title

City of Biddeford

Witness

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



IN BOARD OF CITY COUNCIL...MARCH 6, 2018

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

**Richard Rhames
10 West Loop Road
Ward 3**

to the *Conservation Commission*, to replace Casey Elmer (who has resigned), for a term to expire in December 2021.

CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date:

12/11/17

Name:

Richard Rhames

Street Address:

10 West Loop Rd.

Mailing Address:
(if different)

Phone Number(s):

252-2119

Email Address:

rerhames@gmail.com

Please indicate whether you would like your contact information posted on the City's website:

☒ YES

☐ NO

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

- ☐ Ad Hoc Comprehensive Plan Comm.
- ☐ Biddeford Housing Authority
- ☐ Board of Assessment Review
- ☐ Cable T. V. Committee
- ☐ Capital Projects/Operations Committee
- ☒ Conservation Commission
- ☐ Downtown Development Commission
- ☐ Economic Improvement Committee
- ☐ Environmental Board
- ☐ Fire Advisory Committee

- ☐ Harbor Commission
- ☐ Historical Preservation Commission
- ☐ Planning Board
- ☐ Police Advisory Committee
- ☐ Policy Committee
- ☐ Project Canopy
- ☐ Recreation Commission
- ☐ Saco River Corridor Commission
- ☐ Shellfish Conservation Committee
- ☐ Solid Waste Management Commission
- ☐ Wastewater Management Commission
- ☐ Zoning Board of Appeals
- ☐ Other _____

CITY OF BIDDEFORD
Committee Application

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

city council, cable, policy, etc.

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

Chair of Saco Valley Land Trust
Comprehensive Plan Commission 1990s

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

Biddeford is unique in terms of its natural resources.
They ought to be conserved.

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