

City of Biddeford

City Council

January 19, 2021 6:00 PM Via ZOOM

Please click the link below to join the webinar:

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1. Roll Call

2. Adjustment(s) to Agenda

Update: COVID-19 Vaccination Accessibility

<https://www.maine.gov/governor/mills/news/governor-mills-updates-maines-vaccine-strategy-focus-protecting-those-most-vulnerable-covid-19>

3. Consideration of Minutes:

3.a. January 7, 2021 Council Meeting Minutes

[1-07-2021 Council Meeting Minutes.docx](#)

4. Second Reading:

4.a. 2021.1) Amendment/Land Development Regulations/Various Articles/Marijuana Establishments Amendments

[1-05-2021 Marijuana Establishments -ORDER.docx](#)

[1-05-2021 Marijuana Establishments-MEMO.pdf](#)

[1-05-2021 Marijuana Establishments Supporting Documents.pdf](#)

4.b. 2021.2) Amendment/Land Development Regulations/Deletion of Contract Zone #8/John Conroy at 72 Hill Street and 37 Pool Street

[1-05-2021 Deletion Contract Zone #8-ORDER.docx](#)

[1-05-2021 Deletion Contract Zone #8-MEMO.pdf](#)

[1-05-2021 Deletion of Contract Zone #8-Supporting Documents.pdf](#)

5. Orders of the Day:

5.a. 2020.119) RECONSIDERATION: Authorization/New Saco-Lowell Municipal Development and Tax Increment Financing (TIF) District

[12-15-2020 Saco-Lowell New TIF - ORDER.docx](#)

[1-05-2021 Saco Lowell TIF-MEMO.docx](#)

[1-05-2021 Saco-Lowell Credit Enhancement Agreement.docx](#)

[1-05-2021 Saco-Lowell JDA fully executed Agreement.pdf](#)

- [1-05-2021 Saco-Lowell TIF Agreement-ORDER-Clean Version.docx](#)
- 5.b. 2021.8) Directive to Planning Board/New Contract Zone #20 for 5-Points Shopping Center Property (420 Alfred Street)
[1-19-2021 PB Directive-Contract Zone #20-420 Alfred Street-ORDER.doc](#)
- 5.c. 2020.115) REMOVE FROM TABLE: Amendment/Land Development Regulations/Art. V - Establishment of Zones/Allowance of Multi-Family Residential Uses in I-3 and B-2 Zones
[12-15-2020 Multi-Family in I-3 and B-2 Zones.docx](#)
[12-15-2020 Multi-Family in I-3 and B-2 Zones-MEMO.pdf](#)
- 5.d. Committee-of-the-Whole: Discussion of Year 1 Implementation Plan for City's 5-Year Housing Goals & Strategies
[1-19-2021 5-YR Housing Goals - Year I Implementation Plan-MEMO.pdf](#)
- 5.e. 2021.9) Directive to Planning Board/Amend Density Bonus for MSRD-2 to Preserve Affordable Housing and Consider Application to Other Zones
[1-19-2021 PB Directive-Density Bonus MSRD-2-Affordable Housing-ORDER.doc](#)
[1-19-2021 PB Directive-Density Bonus MSRD-2-Affordable Housing_ MEMO.docx](#)
- 5.f. 2021.10) Directive to Planning Board/Allowance of Density Restriction Relief
[1-19-2021 PB Directive-Density Restriction Relief-ORDER.doc](#)
[1-19-2021 PB Directive-Density Restriction Relief-MEMO.docx](#)
- 5.g. 2021.11) Approval/Public Works Department Mutual Aid Agreement
[1-19-2021 Public Works Mutual Aid Compact-ORDER.doc](#)
[1-19-2021 Public Works Mutual Aid Agreement.docx](#)
- 5.h. Committee-of-the-Whole: Discussion to Extend Outside Dining for Local Businesses until January 2, 2022
[6-02-2020 Temp Outdoor Restaurant Operation.docx](#)
[6-02-2020 Temp Outdoor Restaurant Operation-Briefing.docx](#)
- 6. Appointments:**
- 6.a. James Bennett/Jeff Demers...PACTS Policy Board
[1-19-2021 Appt Bennett-Demers-PACTS Policy Board.docx](#)
- 6.b. Maya Atlas...Biddeford, Saco, Old Orchard Beach Transit Committee
[1-19-2021 Appt Atlas-Transit Committee.docx](#)
[1-19-2021 Comm App-Atlas-Transit Committee.pdf](#)
- 7. Public Addressing the Council..(5 minute limit per speaker; 30 minute total time limit)**
- 8. City Manager Report**
- 9. Other Business**
- 10. Council President Addressing the Council**
- 11. Mayor Addressing the Council**
- 12. Adjourn**

**COUNCIL MEETING
JANUARY 7, 2021**

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

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

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

Mayor Casavant began the meeting with the following comments:

Before we begin, tonight, I want to say how lucky we are to be here: to debate issues, to agree and disagree. I say that in the backdrop of what occurred in Washington, yesterday. It was a horrific, sad day for our nation, for our democracy, and it will be a stain on our nation's history forever. It is also a brutal reminder that words have consequences.

Today we are a polarized nation, and the inflammatory political rhetoric that we too often hear has no place in civil discourse. As a democratic republic, it is important to remember that our democracy is fragile. There is no guarantee for its survival, and there is absolutely no place for violence in our political system.

What happened is a wakeup call. We, as citizens, have a duty to be vigilant in the protection of our democracy: securing factual information, utilizing critical thinking skills when considering issues, and not being swayed by emotion and demagoguery. With social media being so embedded in daily lives, it is important to remember that information on that platform is often manipulated and manufactured. I suspect, in upcoming years, we will be subjected with video imagery that will literally put false words in the mouths of public figures. Will you be ready to recognize the fake character from the real?

So tonight, reflect upon what happened yesterday and what each of us can do to change the political culture. Be critical of sources of information and rely on multiple sources. Ask questions. Don't jump to conclusions. Listen and learn from others, and don't resort to mocking and attacking others who disagree with your point of view. If our republic is to survive, we must become kinder and gentler and not succumb to the passions of anger, jealousy, and hate. We are a nation of law, and as a people, we have far more in common than not.

There were no adjustments to the agenda.

Presentation: Social Worker Position at Police Department

Police Chief, Roger Beaupre began by sharing a letter that had been sent from CALEA. The letter confirms that CALEA has certified the Biddeford Police Department in having met certain eligibility requirements, set forth by the U.S. Department of Justice, for discretionary federal grants. Specifically, the Department maintains use of force policies that adhere to all applicable federal, state and local laws; including a written directive that prohibits the use of choke holds.

Chief Beaupre shifted gears a bit and gave an update on the newly established Community Engagement Specialist position working with the Police Department. The C.E.S. position was developed in partnership with Spurwink to address those community needs not covered by the Substance Use Outreach Liaison – like mental health issues and homelessness, as well as other resource needs. The intention of this position is to keep it fluid to be better able to address the community's needs as they exist and change over time.

Presentation: PROTECT – A Research Study

Dr. David Gagnon, PharmD, BCCCP, FCCM from the Maine Medical Center Research Institute presented the PROTECT Study. PROTECT is Ceftriaxone to Prevent pneumOnia and inflammaTion aftEr Cardiac arresT: a randomized-controlled trial and microbiome assessment.

Dr. Gagnon explained that the PROTECT Study is a research study being conducted at Maine Medical Center in Portland, Maine and Eastern Maine Medical Center in Bangor, Maine for patients brought in to the emergency department alive after a cardiac arrest. The study specifically focuses on the effects of ceftriaxone (antibiotic) after a cardiac arrest. Thus far, the research team has determined that the risks and benefits of the study are balanced – which is called equipoise.

This particular study is considered an Emergency Study where Federal regulations allow an Exception From Informed Consent (EFIC). A requirement of an EFIC Study is community consultation, which is the purpose of tonight's presentation. Participation in this research study is optional, and community members are able to opt-out. The Study Team welcomes any questions, comments and feedback from the community.

Consideration of Minutes: **December 15, 2020**

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

Vote: Unanimous.

Orders of the Day:

2021.1

IN BOARD OF CITY COUNCIL..JANUARY 5, 2021

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

NOTE: For ease, **highlighted** text identifies text that has been changed (underline = added, ~~strikethrough~~ = deleted).

Part III (Land Development Regulations), Article II (Definitions), Section 2 (Definitions):

MARIJUANA

~~As defined in State Administrative Rules (10-144 CMR Chapter 122), § 1.17, Marijuana.~~ The leaves, stems, flowers and seeds of a marijuana plant, whether growing or not. "Marijuana" includes marijuana concentrate but does not include hemp as defined by Maine Statute, or a marijuana product.

MARIJUANA PRODUCT

A product composed of marijuana or marijuana concentrate and other ingredients that is intended for use or consumption. "Marijuana product" includes, but is not limited to, an edible marijuana, product, a marijuana ointment and a marijuana tincture. "Marijuana product" does not include marijuana concentrate.

MARIJUANA CONCENTRATE

The resin extracted from any part of a marijuana plant and every compound, manufacture, salt, derivative, mixture or preparation of such resin, including, but not limited to, hashish.

~~**MEDICAL**~~ **MARIJUANA, MEDICAL**

Marijuana that is acquired, possessed, cultivated, manufactured, used, delivered, transferred or transported to treat or alleviate a qualifying patient's debilitating medical condition or symptoms associated with the qualifying patient's debilitating medical condition, consistent with Title 22 MRS 558-C.

MARIJUANA, ADULT USE

Marijuana cultivated, manufactured, distributed or sold by a marijuana establishment, consistent with Title 28-B MRS.

MARIJUANA ESTABLISHMENT

A cultivation facility, a products manufacturing facility, a testing facility or a caregiver or adult use marijuana store licensed under Title 28-B MRS.

MARIJUANA CAREGIVER RETAIL STORE

A store that has attributes generally associated with retail stores, including, but not limited to, a fixed location, a sign, regular business hours, accessibility to the public and sales of goods or services directly to a consumer, and that is used by a registered caregiver to offer marijuana plants or harvested marijuana for sale to qualifying patients.

MARIJUANA STORE, ADULT USE

A facility licensed by the State of Maine to purchase adult use marijuana, immature marijuana plants and seedling from a cultivation facility, to purchase adult use marijuana and adult use marijuana products from a products manufacturing facility, to collect and transport samples of marijuana, marijuana concentrate and marijuana products in a marijuana store's possession for mandatory testing, and to sell adult use marijuana, adult use marijuana products, immature marijuana plants and seedlings to consumers.

MARIJUANA CULTIVATION OR CULTIVATE

The planting, propagation, growing, harvesting, drying, curing, grading, trimming or other processing of marijuana. "Cultivation" or "cultivate" does not include manufacturing, testing or marijuana extraction.

MARIJUANA CULTIVATION FACILITY

A facility licensed under Maine Statute to purchase marijuana plants and seeds from other cultivation facilities; to cultivate, prepare and package marijuana; to sell marijuana to products manufacturing facilities, and immature marijuana plants and seedlings to marijuana stores.

MARIJUANA TESTING

The research and analysis of marijuana, marijuana products or other substances for contaminants, safety or potency. “Testing” or “test” includes the collection of samples of marijuana and marijuana products for testing purposes, but does not include cultivation or manufacturing.

MARIJUANA TESTING FACILITY

A facility licensed by the State of Maine and certified to test medical use marijuana, including concentrates and products containing marijuana, for research and development purposes and to analyze contaminants in, and the potency and cannabinoid profile of, marijuana samples and products containing marijuana cultivated in accordance with Maine Statute.

MARIJUANA PRODUCTS MANUFACTURING

The production, blending, infusing, compounding or other preparation of marijuana and marijuana products, including, but not limited to, marijuana extraction or preparation by means of chemical synthesis. “Manufacturing” or “manufacture” does not include cultivation or testing.

MARIJUANA PRODUCTS MANUFACTURING FACILITY

A facility licensed under Maine Statute to purchase marijuana from a cultivation facility or other products manufacturing facility; to manufacture, label and package marijuana products; and to sell marijuana and marijuana products to marijuana stores and to other products manufacturing facilities.

MEDICAL MARIJUANA CAREGIVER

A person, licensed hospice provider or licensed nursing facility that is designated by a qualifying patient to assist the qualifying patient with the medical use of marijuana in accordance with state law. A person who is a medical marijuana caregiver must be at least 21 years of age and may not have been convicted of a disqualifying drug offense, consistent with 22 MRS 558-C.

MEDICAL MARIJUANA DISPENSARY

A not for profit entity registered pursuant to state law that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, sells, supplies or dispenses marijuana, paraphernalia or related supplies and educational materials to qualifying patients and the primary caregivers of those patients. Note that a dispensary may be either a single facility, or it may be divided into two separate but related facilities where growing is done at only one of the facilities. This shall be considered a commercial land use.

MEDICAL MARIJUANA GROWING FACILITY

A facility used for cultivating, processing, and/or storing medical marijuana by one or more medical marijuana caregiver(s) at a location which is not the medical marijuana caregiver's primary year round residence or his or her patient's primary year round residence. This shall be considered a commercial land use.

MEDICAL MARIJUANA HOME PRODUCTION

Cultivating, processing and/or storing of medical marijuana by a qualifying patient at his or her own residence or a medical marijuana caregiver at his or her own primary year round residence for use by a qualifying patient. This use shall be considered an accessory land use.

MEDICAL MARIJUANA LAND USES

Any of three types of land uses, defined herein, that cover the full range of options for lawful cultivating, processing, storing and distributing medical marijuana.

AGRICULTURE

The production, keeping or maintenance for sale or lease of plants and/or animals, including but not limited to, forages and sod crops; grains and seed crops; dairy animals and dairy products; poultry and poultry products; livestock, fruits and vegetables; and ornamental and greenhouse products. “Agriculture” does not include forest management or timber harvesting activities, or the growing of medical marijuana by medical marijuana dispensaries, caregivers or patients or the cultivation of medical or adult use marijuana.

COMMERCIAL GARDENING

Any land area in which plants, vegetables, flowers and similar materials are grown for sale. “Commercial gardening” does not include the cultivation of medical or adult use marijuana growing of medical marijuana by medical marijuana dispensaries, caregivers, or patients.

COMMERCIAL GREENHOUSE

Any structure in which plants, vegetables, flowers and similar materials are grown for sale. “Commercial greenhouse” does not include the cultivation of medical or adult use marijuana growing of medical marijuana by medical marijuana dispensaries, caregivers, or patients.

DRUG/MEDICAL SUPPLY STORE

A retail store where the primary business is the sales of medical prescriptions, drugs, medical devices, medical supplies, and nonprescription medicines but where nonmedical products may be sold as well provided they do not subordinate the principle medical sales use. A “drug/medical supply store” does not include a caregiver or adult use marijuana store.

EXPERIMENTAL RESEARCH AND TESTING LABORATORY

A facility for carrying on investigation in the natural, physical or social sciences, which may include engineering and product development, usually associated with wet labs or places with running water, gases, special ventilation devices, chemicals, special heating and electrical or electronic equipment, or use of animals or human subjects under controlled conditions. An “experimental research and testing laboratory” does not include a marijuana testing facility.

MANUFACTURING

The making of goods and articles by hand or machinery including assembly, fabrication, finishing, packaging and processing. “Manufacturing” does not include marijuana products manufacturing.

1. LIGHT MANUFACTURING/INDUSTRY

A use engaged in the manufacture, predominately from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales, and distribution of such products, but excluding basic industrial processing.

2. HEAVY MANUFACTURING/INDUSTRY

A use engaged in basic processing and manufacture of material or products predominately from extracted or raw materials, or a use engaged in storage of, or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions.

NEIGHBORHOOD CONVENIENCE STORE/SERVICE

A store or service business of less than 1,500 square feet of total area intended to service the convenience of a residential neighborhood primarily with the sale of merchandise, including, but not limited to, basic foods, prepared foods to go, newspapers, emergency home repair articles, and other household items and/or services, including, but not limited to, Laundromats, dry cleaners, beauty salons, business and educational services, financial services, and tailoring. Services such as building, electrical, plumbing, and landscape contracting are not considered "neighborhood services." Motor vehicle service and repair is not included and is defined separately. A “neighborhood convenience store/service” does not include a caregiver or adult use marijuana store.

RETAIL BUSINESS

Any business engaged in sales and related services to the ultimate consumer for direct consumption and/or use, and not for resale. For purposes of this chapter, eating and drinking places, auto sales, motor vehicle service and repair and gasoline sales are not considered as a retail business and are defined separately. A “retail business” does not include a caregiver or adult use marijuana store.

Part III (Land Development Regulations), Article V (Establishment of Zones), Table A (Table of Land Uses):

- KEY:
- * Subject to Article VI, Performance Standards, of this ordinance.
 - P Permitted use.
 - Not permitted.
 - C Conditional use. See Article VII for specific standards.
 - A Accessory use

	Article VI Section	I-1	I-2	I-3
Commercial uses:				
Marijuana caregiver retail store	XX	C	C	C
Marijuana store, adult use				
Marijuana cultivation facility		C	C	C
Marijuana testing facility		C	C	C
Marijuana products manufacturing facility		C	C	C
Medical marijuana dispensaries				C23
Medical marijuana growing facilities		C23	C23	

23. All medical marijuana dispensaries and growing facilities shall be governed by and subject to the Maine Department of Health and Human Services, Division of Licensing and Regulatory Services, 10-144 CMR Chapter 122 (as amended)

Part III (Land Development Regulations), Article VI (Performance Standards), Section 77 (Medical mMarijuana establishments).

- A. All marijuana establishments shall be located indoors. Any common areas, including, but not limited to storage areas and building facilities, shared with another marijuana establishments shall be clearly identified as such on the site plan or conditional use application.
- B. Odor management. For all Marijuana establishments, the odor of marijuana shall not be detectable off-premises, meaning not detectable on any property that is not under the control of the establishment. To prevent and control marijuana odors, an odor control plan shall be submitted as part of the site plan application describing the odor(s) originating or anticipated to originate at the premises and the control technologies to be used to prevent such odor(s) from leaving the premises. The odor control plan shall, at a minimum, include the following:
 - 1. A facility floor plan that identifies the locations of all odor-emitting activities and sources. The plan shall also identify the location of doors, windows, vents, HVAC systems, odor control systems and other relevant information.
 - 2. A list of specific odor-emitting activities and sources, and a description of the processes that will take place at the facility, including, but not limited to, vegetative flowering, processing and storage.
 - 3. For each odor-emitting activity or source, a description of the administrative procedures as well as the engineering processes, technologies, and equipment the facility will use.
 - a. Administrative controls shall include, at a minimum: management practices to isolate odor activities and sources, use of standard operating procedures, employee training, regular equipment inspections and maintenance of inspection logs.
 - b. Engineering controls shall include, at a minimum, building design features; use of equipment and technology to address each specific odor-emitting activity or source; a systems and equipment maintenance and replacement schedule; and evidence that proposed equipment and technology are sufficiently capable and appropriately sized consistent with marijuana industry best practices for control technologies designed to effectively mitigate odors. Marijuana establishments shall implement appropriate ventilation and filtration systems to satisfy the odor standard contained herein. While the City does not mandate any particular equipment specifications with regard to filtration, all marijuana establishments are strongly encouraged to adopt best management practices with regard to implementing state-of-the-art technologies in mitigating marijuana odor, such as air scrubbers and charcoal filtration systems.
 - c. Noxious gases and fumes. Marijuana establishments shall have appropriate ventilation systems to mitigate noxious gases or other fumes used or created as part of the establishment. Gases or fumes shall not extend beyond the premises of any establishment, meaning not detectable on any property that is not under the control of the establishment.
 - d. Sufficient measures and means of preventing smoke, debris, dust, fluids and other substances from exiting a marijuana establishment shall be provided at all times.
 - e. All marijuana and marijuana byproducts intended for disposal shall be stored indoors in a self-contained room that is intended solely for this purpose and in accordance with all applicable federal, state and local laws and regulations. When moving material from the self-contained storage room for disposal, marijuana and marijuana by-product shall be moved only in receptacles with a cover or lid. Security cameras shall be installed to record activities in the area of the storage room as well the areas between the storage room and where said material is loaded onto vehicle(s) for disposal.

A. Before submission of a conditional use application, the applicant must demonstrate his or her authorization to cultivate, process and store medical marijuana pursuant to the Maine Use of Medical Marijuana Program.

B. As an accessory use, medical marijuana home production shall be allowed in any qualifying patient's residence or any medical marijuana caregiver's primary year-round residence in every base zone and overlay zone, without any requirement for land use permitting.

C. No medical marijuana dispensary or medical marijuana growing facility shall be closer than 250 linear feet, measured in a straight line from the dispensary or facility building entrance, to the nearest point on

the boundary of any property which is occupied by a licensed day care facility, school, Town park, Town playground or church.

D. Before granting an approval, the Planning Board shall ensure the applicant has reviewed his or her property and building security plans with the Biddeford Police Department and the Police Department finds the security measures are consistent with state requirements.

E. No signs containing the word "marijuana," or a graphic/image of any portion of a marijuana plant or otherwise identifying medical marijuana shall be erected, posted or in any way displayed on the outside of a medical marijuana dispensary or a medical marijuana growing facility. Interior advertisements, displays of merchandise or signs depicting the activities of a medical marijuana dispensary or a medical marijuana growing facility shall be screened to prevent public viewing from outside such facility.

F. No use shall emit offensive, harmful, or noxious odors beyond the property line.

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

Motion by Councilor Lessard, seconded by Councilor McCurry to amend the ordinance by removing the I-3 Zone for all permitted marijuana uses.

Vote: 4/5; Councilors Ready, McCurry, Lessard and Quattrone in favor.

Councilors Emhiser, St. Cyr, Clearwater, Belanger and Ortiz opposed.

Motion to amend fails.

Motion by Councilor Lessard, seconded by Councilor McCurry to amend the ordinance by removing only the marijuana grow facilities from the I-3 Zone.

Vote: 4/5; Councilors Ready, McCurry, Lessard and Quattrone in favor.

Councilors Emhiser, St. Cyr, Clearwater, Belanger and Ortiz opposed.

Motion to amend fails.

Motion by Councilor McCurry, seconded by Councilor Lessard to amend the ordinance by including a stipulation that there has to be at least 500 feet between any marijuana facilities; with the current marijuana facilities being grandfathered.

Vote: 5/4; Councilor St. Cyr, Clearwater, Belanger and Ortiz opposed.

Councilors Emhiser, McCurry, Quattrone, Ready and Lessard in favor.

Motion to amend carries.

Vote on ordinance amendment, as amended: 5/4; Councilors McCurry, Quattrone, Ready and Lessard opposed.

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

First reading carries.

2021.2

IN BOARD OF CITY COUNCIL...JANUARY 5, 2021

BE IT ORDAINED by the City Council of Biddeford, Maine to amend the Code of Ordinances of the City of Biddeford by deleting Contract Zone #8 for John Conroy at 72 Hill Street (Tax Map 39, Lot 55) and 37 Pool Street (Tax Map 39, Lot 54).

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

Vote: 7/2; Councilors McCurry and Lessard opposed.

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

First reading carries.

2020.115) Reconsideration: Amendment/Land Development Regulations/Art. V – Establishment of Zones/Allowance of Multi-Family Residential Units in I-3 and B-2 Zones

Motion by Councilor Belanger, seconded by Councilor Clearwater to reconsider the previous motion.

Vote: 6/3; Councilors McCurry, Quattrone and Lessard opposed.

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

Motion to reconsider carries.

Motion by Councilor Belanger, seconded by Councilor Clearwater to table the ordinance amendment until the next meeting so that the Council can attain more information.

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

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

Motion to table carries.

2021.3

IN BOARD OF CITY COUNCIL.....JANUARY 5, 2021

BE IT ORDERED, that the City Manager be authorized to purchase one (1) 2021 Ford F-250 crew cab Pickup Truck as per quote of January 4, 2021 (the "Equipment") from Arundel Ford (the "Vendor") and may pay the Vendor an amount not to exceed \$31,401.00 (before discounts valued at \$1,800.00) for the Equipment as follows:

1. The City of Biddeford expects to incur debt to reimburse expenditures to pay the cost of the Equipment;
2. The City of Biddeford reasonably expects that the maximum principal amount of the debt, including for reimbursement purposes, is \$31,401.00;
3. The City Manager, on behalf of the City of Biddeford, is authorized to enter into a lease purchase, loan or other financing agreement for the Equipment provided that (a) the principal amount of such agreement will not exceed \$31,401.00, (b) the term of such agreement will not exceed one hundred and twenty (120) months and (c) any obligation of the City of Biddeford to make lease or loan payments pursuant to such agreement is subject to annual appropriation by the City Council of the City of Biddeford;
4. The City Manager is authorized to advance money from the General Fund of the City for payment of the costs of the Equipment; and
5. The City Manager, on behalf of the City of Biddeford, is authorized to negotiate, enter into, execute, deliver and cause to be performed, and to approve, any and all agreements, instruments, certificates and other documents, and to grant security interests in the Equipment, upon such terms, conditions, limitations and undertakings, which the City Manager determines are necessary and proper for the acquisition and financing of the Equipment, provided that any lease purchase, loan or other financing agreement will be countersigned by both the Mayor and the Treasurer of the City of Biddeford. Without limiting the foregoing, the City Manager, on behalf of the City of Biddeford, in connection with the acquisition of the Equipment, is authorized to sell, transfer, trade in or otherwise dispose of any equipment, which the City Manager determines is no longer useful to the City of Biddeford.

NOTE: The Finance Committee reviewed this item at their January 5, 2021 meeting and voted to recommend to the City Council.

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

Vote: Unanimous.

2021.4

IN BOARD OF CITY COUNCIL.....JANUARY 5, 2021

BE IT ORDERED, that the City Manager be authorized to purchase one (1) 2022 Freightliner plow truck as per bid of December 18, 2020 (the "Equipment") from Freightliner of Maine (the "Vendor") and may pay the Vendor an amount not to exceed \$192,094.00 (before discounts valued at \$24,000.00) for the Equipment as follows:

1. The City of Biddeford expects to incur debt to reimburse expenditures to pay the cost of the Equipment;
2. The City of Biddeford reasonably expects that the maximum principal amount of the debt, including for reimbursement purposes, is \$192,094.00;
3. The City Manager, on behalf of the City of Biddeford, is authorized to enter into a lease purchase, loan or other financing agreement for the Equipment provided that (a) the principal amount of such agreement will not exceed \$192,094.00, (b) the term of such agreement will not exceed one hundred and twenty (120) months and (c) any obligation of the City of Biddeford to make lease or loan payments pursuant to such agreement is subject to annual appropriation by the City Council of the City of Biddeford;
4. The City Manager is authorized to advance money from the General Fund of the City for payment of the costs of the Equipment; and
5. The City Manager, on behalf of the City of Biddeford, is authorized to negotiate, enter into, execute, deliver and cause to be performed, and to approve, any and all agreements, instruments, certificates and other documents, and to grant security interests in the Equipment, upon such terms, conditions, limitations and undertakings, which the City Manager determines are necessary and proper for the acquisition and financing of the Equipment, provided that any lease purchase, loan or other financing agreement will be countersigned by both the Mayor and the Treasurer of the City of Biddeford. Without limiting the foregoing, the City Manager, on behalf of the City of Biddeford, in connection with the acquisition of the Equipment, is authorized to sell, transfer, trade in or otherwise dispose of any equipment, which the City Manager determines is no longer useful to the City of Biddeford.

NOTE: The Finance Committee will review this item on January 5, 2021 and vote to recommend it to the City Council for approval. The lease-purchase of this item is included in the FY20/21 CIP budget line 21204-60603

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

2021.5 **IN BOARD OF CITY COUNCIL...JANUARY 5, 2021**
BE IT ORDERED, by the City Council of the City of Biddeford that the City Manager be authorized to enter into a \$1,500,000.00 Wastewater Treatment Plant Revenue Bond with Biddeford Savings for 10 years at an interest rate not to exceed 2.99%.

NOTE: The Finance Committee will review this item on January 5, 2021 and make a recommendation to the City Council.

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

2020.119 **IN BOARD OF CITY COUNCIL...DECEMBER 15, 2020**
Saco-Lowell Municipal Development and Tax Increment Financing District

WHEREAS, the City is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate the **Saco-Lowell Municipal Development and Tax Increment Financing District** (the “Saco-Lowell District,” and together with the Rte 111-Mill District, the “Districts”) and the Development Program (the “Saco-Lowell Development Program,” and together with the Rte 111-Mill Development Program, the “Development Programs”) for the Saco-Lowell District; and

WHEREAS, there is a need for economic development in the City of Biddeford, in the surrounding region, and in the State of Maine; and

WHEREAS, there is a need to improve and broaden the tax base of the City of Biddeford; and to improve the general economy of the City of Biddeford and the surrounding region; and

WHEREAS, implementation of the Development Programs will help to improve and broaden the tax base in the City of Biddeford and improve the economy of the City of Biddeford and the region by attracting business development to the Districts; and

WHEREAS, there is a need to implement continued economic development initiatives in the Districts through the Development Programs in accordance with the provision of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended; and

WHEREAS, it is expected that approval will be obtained from the State of Maine Department of Economic and Community Development (the “Department”), approving the **Tenth Amendment to the Rte 111-Mill Redevelopment Transit-Oriented Municipal Development and Tax Increment Financing District** and the Rte 111-Mill Development Program related thereto and approving the **Saco-Lowell Municipal Development and Tax Increment Financing District** and the Saco-Lowell Development Program related thereto;

ORDERED AS FOLLOWS:

Section 1. The City of Biddeford hereby designates the Saco-Lowell District and adopts the associated Saco-Lowell Development Program for the Saco-Lowell District; such designation and adoption to be pursuant to the following findings, terms, and provisions:

Section 2. The City Council hereby finds and determines that:

- a. At least twenty-five percent (25%), by area, of the real property within the Saco-Lowell District, as hereinafter designated, is suitable for commercial uses; and
- b. The total area of the Saco-Lowell District does not exceed two percent (2%) of the total acreage of the City, and the total area of all existing and proposed development districts within the City (including the Saco-Lowell District) does not exceed five percent (5%) of the total acreage of the City; and
- c. The original assessed value of all existing and proposed tax increment financing districts (including the Saco-Lowell District) does not exceed five percent (5%) of the total value of equalized taxable property within the City as of April 1, 2020; and
- d. The Saco-Lowell District and pursuit of the Saco-Lowell Development Program will make a contribution to the economic growth and well-being of the City of Biddeford and the surrounding region, and will contribute to the betterment of the health, welfare and safety of the inhabitants of the City of Biddeford, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good

and valid public purpose. The City has considered all evidence, if any, presented to it with regard to any adverse economic effect on or detriment to any existing business and has found and determined that such adverse economic effect on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the Saco-Lowell District and Saco-Lowell Development Program.

Section 3. Pursuant to the provisions of 30-A M.R.S.A. § 5227, the percentage of increased assessed value to be retained as captured assessed value in accordance with the Saco-Lowell Development Program is hereby established as set forth in the Saco-Lowell Development Program.

Section 4. The City Manager, or his duly appointed representative, is hereby authorized, empowered and directed to submit the proposed Saco-Lowell Development Program for the Saco-Lowell District to the State of Maine Department of Economic and Community Development for review and approval pursuant to the requirements of 30-A M.R.S.A. § 5226.

Section 5. The foregoing designation of the Saco-Lowell District and adoption of the Saco-Lowell Development Program for the Saco-Lowell District shall automatically become final and shall take full force and effect upon receipt by the City of approval by the State of Maine Department of Economic and Community Development, without requirement of further action by the City, the City Council, or any other party.

Section 6. The City Manager, or his duly appointed representative, is hereby authorized and empowered, at his discretion, from time to time, to make such revisions to the Saco-Lowell District and Saco-Lowell Development Program as the City Manager may deem reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the State of Maine Department of Economic and Community Development, or for any other reason, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Saco-Lowell Development Program.

Section 7. The City Manager, in the name and on behalf of the City, is hereby authorized and directed to enter into a credit enhancement agreement between the City and the developer of the project to be located in the Saco-Lowell District, on terms as described in the Saco-Lowell Development Program and any other negotiated agreements between the City and the Developer.

Motion by Councilor Belanger, seconded by Councilor Emhiser to remove the order from the table.

Vote: 7/2; Councilors McCurry and Ready opposed.

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

Motion to remove from table carries.

Vote on order: 4/5; Councilors McCurry, Quattrone, Ready, Ortiz and Lessard opposed.

Councilors Emhiser, St. Cyr, Clearwater and Belanger in favor.

Motion fails.

2021.6

IN BOARD OF CITY COUNCIL..JANUARY 5, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve the request for \$9,000 in matching funds to match a \$10,000 grant awarded by the Maine Arts Commission for the creation of a cultural plan for the City of Biddeford. Funds will be paid to Reinholt Consulting, LLC to complete the scope of work.

Matching funds will be paid out of the Grant Matching Reserve.

NOTE: The Finance Committee will review this item on January 5, 2021 and vote to recommend it to the City Council for approval.

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

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

Councilors Emhiser, McCurry, Clearwater, Belanger, Ready, Ortiz and Lessard in favor.

Motion carries.

2021.7

IN BOARD OF CITY COUNCIL..JANUARY 5, 2021

BE IT ORDERED, that the City Manager of the City of Biddeford is hereby authorized to enter into a fee-for-service agreement with Southern Maine Abatement & Consulting, LLC, for Housing Rehab Consulting Services, as further described in RFP # 2020-1102-01 for the City's 2- to 4-Unit Owner-Occupied Housing Rehabilitation Program. Service fees shall be based on a total of forty-five (45) downtown housing units rehabilitated by the Program over a period not to exceed three (3) years. A per-unit fee of \$2,200 shall be paid to the Consultant for each rehabilitated housing unit where lead-based paint abatement occurs; a fee of \$1,800 per unit shall be paid for each rehabilitated housing unit where no lead-based paint abatement occurs. The total agreement cost for the Consulting work shall be paid from CDBG or City Lead Grant funds, as applicable, and shall not exceed \$99,000 over the contract period.

NOTE: The Finance Committee will review this item on January 5, 2021 and vote to recommend it to the City Council for approval.

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

Committee-of-the-Whole: Upgrades to City Theater for Possible Venue for Public Meetings

Motion by Councilor Ready, seconded by Councilor Belanger to move into Committee-of-the-Whole.
Vote: Unanimous. Time: 8:27 p.m.

City Manager, Jim Bennett explained that if the Council wishes to move back to in-person meetings, the City Theater would be a viable option; however, certain upgrades would need to be made to the City Theater. There are two investments that would need to be made: (1) the air exchange system would need to be upgraded, which is an estimated cost of \$20,000 to \$25,000; (2) an upgrade to the broadcast capabilities to ensure that the public would be able to participate effectively, which is another estimated cost of anywhere between \$5,000 and \$20,000 – depending on to what extent the Council wants to invest.

Jim did note that even with these proposed upgrades, this would allow for only a hybrid model of a public meeting; meaning that, per the current State-mandated restrictions, no more than 50 people would be allowed in attendance (this number includes the Council and members of the Staff). This will inevitably lead to have to turn folks away from attending meetings in-person.

Overall, the Council does not support expending funds for the proposed upgrades, mostly because it still does not allow for unlimited in-person public participation.

Councilor Belanger did note that he would be more apt to support an upgrade to the current equipment/system being used by the City to improve the quality of video and audio output of our virtual public meetings.

Mayor Casavant agrees with Councilor Belanger; however, he would also like to see the City make some investment in the City Theater by funding some or all of the proposed upgrades.

Jim was asked to look into what it would cost to make the necessary upgrades to the City's equipment/system. If the cost comes back within \$5,000, he will move forward with the upgrades without coming back to the Council for approval.

Motion by Councilor McCurry, seconded by Councilor Belanger to move out of Committee-of-the-Whole.
Vote: Unanimous. Time: 8:42 p.m.

Appointments:

IN BOARD OF CITY COUNCIL...JANUARY 5, 2021

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

**Graham Ganz
47 Oak Ridge Road
Ward 3**

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

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

IN BOARD OF CITY COUNCIL...JANUARY 5, 2021

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

**David Morissette
8 Rosewood Circle
Ward 3**

to the *Shellfish Conservation Committee*, for a term to expire in December 2023.

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

Public Addressing the Council..(5 minute limit per speaker; 30 minute total time limit):
A number of citizens addressed their comments to the Council.

City Manager Report:

City Manager, James Bennett shared the following:

- 1) Earlier this week, a City Hall employee tested positive for COVID. This employee did not have direct contact with the public. On Wednesday, York County sent in a cleaning service to perform a deep cleaning of City Hall. City Hall was closed for only one day due to the quick response from York County.
- 2) He plans to look into the possibility of establishing additional licensing for marijuana facilities. He believes that State Law allows for municipalities to enact additional local licenses and therefore, stricter guidelines.
- 3) He offered clarification that the Comp Plan has been put on hold due to COVID, and specifically due to the fact that the public engagement piece of the Comp Plan review is extremely important and would be challenging to do in today's virtual meetings climate.

Councilor McCurry asked if Jim can have the information regarding possible additional licensing of marijuana facilities by the next Council Meeting and second reading of the ordinance amendment. He would also like Jim to take a look at the fine schedule and determine if it might make sense to increase the fees.

Councilor Ready asked for an update, at a future date, on the Spectrum contact; and what the process will be moving forward.

Councilor Belanger would like input from Code Enforcement Officer, Roby Fecteau prior to the next Council Meeting on the amendment made on the marijuana ordinance amendment regarding the 500-foot spacing between marijuana facilities. He would like to know from Roby if this is, indeed, appropriate spacing, or if it should be increased.

Councilor McCurry brought up the fact that Mr. Rhames, in his comments during Public Addressing the Council, is correct that the Biddeford Middle School should be looked at a possible venue for public meetings in the pandemic climate. Jim cautioned that even though the space may be big enough, we are still limited to 50 people within a public space. That said, he will reach out to the Superintendent of Schools to see what the possibility is of using BMS; although, the School Dept. has been strict on allowing "outside" folks into their buildings.

Councilor Clearwater hopes that the City is reaching out to other communities to see how they are handling publicizing and broadcasting their public meetings. Other communities may be able to offer ideas for improving our current system.

Other Business:

Councilor Lessard: asked that an update on the availability of the COVID vaccine be given at the beginning of each Council Meeting for the time being. He noted that this is the most asked question he gets these days.

Motion by Councilor Clearwater, seconded by Councilor Belanger to suspend the rules to extend the meeting past 9:00 p.m.

Vote: 5/4 – motion carries.

Councilor Clearwater - recognized the City Staff who all show up for work every day and take risks to continue the operations of our City.

Council President Addressing the Council: Councilor McCurry echoed Councilor Clearwater's sentiments regarding City Staff.

- He is proud that this Council can have thoughtful debate and can disagree with each other civilly.
- He wished everyone a Happy New Year and is hoping for a much better 2021!
- He would like to see the City figure out a way to give better notice to citizens when a major change is being proposed – like the zoning amendments on tonight's agenda. He would also like to see the City's committees keep minutes of their meetings and get those posted.

Mayor Addressing the Council: Mayor Casavant encouraged everyone to check out the article that declared Biddeford as one of the coolest cities in the U.S.

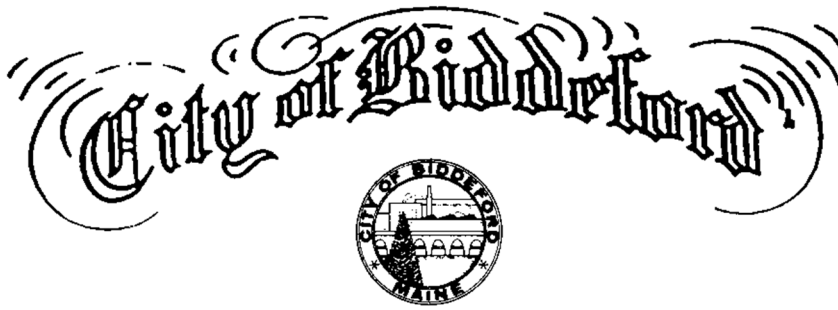
Motion by Councilor Ready, seconded by Councilor McCurry to adjourn.

Vote: Unanimous.

Time: 9:14 p.m.

Attest by: _____

Carmen J. Morris, City Clerk



2021.1

IN BOARD OF CITY COUNCIL...JANUARY 5, 2021

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

NOTE: For ease, **highlighted** text identifies text that has been changed (underline = added, ~~striketrough~~ = deleted).

Part III (Land Development Regulations), Article II (Definitions), Section 2 (Definitions):

MARIJUANA

As defined in State Administrative Rules (10-144 CMR Chapter 122), § 1.17, Marijuana. The leaves, stems, flowers and seeds of a marijuana plant, whether growing or not. "Marijuana" includes marijuana concentrate but does not include hemp as defined by Maine Statute, or a marijuana product.

MARIJUANA PRODUCT

A product composed of marijuana or marijuana concentrate and other ingredients that is intended for use or consumption. "Marijuana product" includes, but is not limited to, an edible marijuana, product, a marijuana ointment and a marijuana tincture. "Marijuana product" does not include marijuana concentrate.

MARIJUANA CONCENTRATE

The resin extracted from any part of a marijuana plant and every compound, manufacture, salt, derivative, mixture or preparation of such resin, including, but not limited to, hashish.

MEDICAL MARIJUANA, MEDICAL

Marijuana that is acquired, possessed, cultivated, manufactured, used, delivered, transferred or transported to treat or alleviate a qualifying patient's debilitating medical condition or symptoms associated with the qualifying patient's debilitating medical condition, consistent with Title 22 MRS 558-C.

MARIJUANA, ADULT USE

Marijuana cultivated, manufactured, distributed or sold by a marijuana establishment, consistent with Title 28-B MRS.

MARIJUANA ESTABLISHMENT

A cultivation facility, a products manufacturing facility, a testing facility or a caregiver or adult use marijuana store licensed under Title 28-B MRS.

MARIJUANA CAREGIVER RETAIL STORE

A store that has attributes generally associated with retail stores, including, but not limited to, a fixed location, a sign, regular business hours, accessibility to the public and sales of goods or services directly to a consumer, and that is used by a registered caregiver to offer marijuana plants or harvested marijuana for sale to qualifying patients.

MARIJUANA STORE, ADULT USE

A facility licensed by the State of Maine to purchase adult use marijuana, immature marijuana plants and seedling from a cultivation facility, to purchase adult use marijuana and adult use marijuana products from a products manufacturing facility, to collect and transport samples of marijuana, marijuana concentrate and marijuana products in a marijuana store's possession for mandatory testing, and to sell adult use marijuana, adult use marijuana products, immature marijuana plants and seedlings to consumers.

MARIJUANA CULTIVATION OR CULTIVATE

The planting, propagation, growing, harvesting, drying, curing, grading, trimming or other processing of marijuana. "Cultivation" or "cultivate" does not include manufacturing, testing or marijuana extraction.

MARIJUANA CULTIVATION FACILITY

A facility licensed under Maine Statute to purchase marijuana plants and seeds from other cultivation facilities; to cultivate, prepare and package marijuana; to sell marijuana to products manufacturing facilities, and immature marijuana plants and seedlings to marijuana stores.

MARIJUANA TESTING

The research and analysis of marijuana, marijuana products or other substances for contaminants, safety or potency. "Testing" or "test" includes the collection of samples of marijuana and marijuana products for testing purposes, but does not include cultivation or manufacturing.

MARIJUANA TESTING FACILITY

A facility licensed by the State of Maine and certified to test medical use marijuana, including concentrates and products containing marijuana, for research and development purposes and to analyze contaminants in, and the potency and cannabinoid profile of, marijuana samples and products containing marijuana cultivated in accordance with Maine Statute.

MARIJUANA PRODUCTS MANUFACTURING

The production, blending, infusing, compounding or other preparation of marijuana and marijuana products, including, but not limited to, marijuana extraction or preparation by means of chemical synthesis. “Manufacturing” or “manufacture” does not include cultivation or testing.

MARIJUANA PRODUCTS MANUFACTURING FACILITY

A facility licensed under Maine Statute to purchase marijuana from a cultivation facility or other products manufacturing facility; to manufacture, label and package marijuana products; and to sell marijuana and marijuana products to marijuana stores and to other products manufacturing facilities.

MEDICAL MARIJUANA CAREGIVER

A person, licensed hospice provider or licensed nursing facility that is designated by a qualifying patient to assist the qualifying patient with the medical use of marijuana in accordance with state law. A person who is a medical marijuana caregiver must be at least 21 years of age and may not have been convicted of a disqualifying drug offense, consistent with 22 MRS 558-C.

MEDICAL MARIJUANA DISPENSARY

A not for profit entity registered pursuant to state law that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, sells, supplies or dispenses marijuana, paraphernalia or related supplies and educational materials to qualifying patients and the primary caregivers of those patients. Note that a dispensary may be either a single facility, or it may be divided into two separate but related facilities where growing is done at only one of the facilities. This shall be considered a commercial land use.

MEDICAL MARIJUANA GROWING FACILITY

A facility used for cultivating, processing, and/or storing medical marijuana by one or more medical marijuana caregiver(s) at a location which is not the medical marijuana caregiver's primary year round residence or his or her patient's primary year round residence. This shall be considered a commercial land use.

MEDICAL MARIJUANA HOME PRODUCTION

Cultivating, processing and/or storing of medical marijuana by a qualifying patient at his or her own residence or a medical marijuana caregiver at his or her own primary year round residence for use by a qualifying patient. This use shall be considered an accessory land use.

MEDICAL MARIJUANA LAND USES

Any of three types of land uses, defined herein, that cover the full range of options for lawful cultivating, processing, storing and distributing medical marijuana.

AGRICULTURE

The production, keeping or maintenance for sale or lease of plants and/or animals, including but not limited to, forages and sod crops; grains and seed crops; dairy animals and dairy products; poultry and poultry products; livestock, fruits and vegetables; and ornamental and greenhouse products. “Agriculture” does not include forest management or timber harvesting activities, or the growing of medical marijuana by medical marijuana dispensaries, caregivers or patients or the cultivation of medical or adult use marijuana.

COMMERCIAL GARDENING

Any land area in which plants, vegetables, flowers and similar materials are grown for sale.

“Commercial gardening” does not include the cultivation of medical or adult use marijuana growing of medical marijuana by medical marijuana dispensaries, caregivers, or patients.

COMMERCIAL GREENHOUSE

Any structure in which plants, vegetables, flowers and similar materials are grown for sale.

“Commercial greenhouse” does not include the cultivation of medical or adult use marijuana growing of medical marijuana by medical marijuana dispensaries, caregivers, or patients.

DRUG/MEDICAL SUPPLY STORE

A retail store where the primary business is the sales of medical prescriptions, drugs, medical devices, medical supplies, and nonprescription medicines but where nonmedical products may be sold as well provided they do not subordinate the principle medical sales use. A “drug/medical supply store” does not include a caregiver or adult use marijuana store.

EXPERIMENTAL RESEARCH AND TESTING LABORATORY

A facility for carrying on investigation in the natural, physical or social sciences, which may include engineering and product development, usually associated with wet labs or places with running water, gases, special ventilation devices, chemicals, special heating and electrical or electronic equipment, or use of animals or human subjects under controlled conditions. An “experimental research and testing laboratory” does not include a marijuana testing facility.

MANUFACTURING

The making of goods and articles by hand or machinery including assembly, fabrication, finishing, packaging and processing. “Manufacturing” does not include marijuana products manufacturing.

1. LIGHT MANUFACTURING/INDUSTRY

A use engaged in the manufacture, predominately from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales, and distribution of such products, but excluding basic industrial processing.

2. HEAVY MANUFACTURING/INDUSTRY

A use engaged in basic processing and manufacture of material or products predominately from extracted or raw materials, or a use engaged in storage of, or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions.

NEIGHBORHOOD CONVENIENCE STORE/SERVICE

A store or service business of less than 1,500 square feet of total area intended to service the convenience of a residential neighborhood primarily with the sale of merchandise, including, but

not limited to, basic foods, prepared foods to go, newspapers, emergency home repair articles, and other household items and/or services, including, but not limited to, Laundromats, dry cleaners, beauty salons, business and educational services, financial services, and tailoring. Services such as building, electrical, plumbing, and landscape contracting are not considered "neighborhood services." Motor vehicle service and repair is not included and is defined separately. A "neighborhood convenience store/service" does not include a caregiver or adult use marijuana store.

RETAIL BUSINESS

Any business engaged in sales and related services to the ultimate consumer for direct consumption and/or use, and not for resale. For purposes of this chapter, eating and drinking places, auto sales, motor vehicle service and repair and gasoline sales are not considered as a retail business and are defined separately. A "retail business" does not include a caregiver or adult use marijuana store.

Part III (Land Development Regulations), Article V (Establishment of Zones), Table A (Table of Land Uses):

KEY:

- * Subject to Article VI, Performance Standards, of this ordinance.
- P Permitted use.
- Not permitted.
- C Conditional use. See Article VII for specific standards.
- A Accessory use

	Article VI Section	I-1	I-2	I-3
Commercial uses:				
<u>Marijuana caregiver retail store</u>	XX	<u>C</u>	<u>C</u>	<u>C</u>
<u>Marijuana store, adult use</u>				
<u>Marijuana cultivation facility</u>		<u>C</u>	<u>C</u>	<u>C</u>
<u>Marijuana testing facility</u>		<u>C</u>	<u>C</u>	<u>C</u>
<u>Marijuana products manufacturing facility</u>		<u>C</u>	<u>C</u>	<u>C</u>
<u>Medical marijuana dispensaries</u>				<u>C23</u>
<u>Medical marijuana growing facilities</u>		<u>C23</u>	<u>C23</u>	

23. All medical marijuana dispensaries and growing facilities shall be governed by and subject to the Maine Department of Health and Human Services, Division of Licensing and Regulatory Services, 10-144 CMR Chapter 122 (as amended)

Part III (Land Development Regulations), Article VI (Performance Standards), Section 77 (Medical mMarijuana establishments).

- A. All marijuana establishments shall be located indoors. Any common areas, including, but not limited to storage areas and building facilities, shared with another marijuana establishments shall be clearly identified as such on the site plan or conditional use application.
- B. Odor management. For all Marijuana establishments, the odor of marijuana shall not be detectable off-premises, meaning not detectable on any property that is not under the control of the establishment. To prevent and control marijuana odors, an odor control plan shall be submitted as part of the site plan application describing the odor(s) originating or anticipated to originate at the premises and the control technologies to be used to prevent such odor(s) from leaving the premises. The odor control plan shall, at a minimum, include the following:
1. A facility floor plan that identifies the locations of all odor-emitting activities and sources. The plan shall also identify the location of doors, windows, vents, HVAC systems, odor control systems and other relevant information.
 2. A list of specific odor-emitting activities and sources, and a description of the processes that will take place at the facility, including, but not limited to, vegetative flowering, processing and storage.
 3. For each odor-emitting activity or source, a description of the administrative procedures as well as the engineering processes, technologies, and equipment the facility will use.
 - a. Administrative controls shall include, at a minimum: management practices to isolate odor activities and sources, use of standard operating procedures, employee training, regular equipment inspections and maintenance of inspection logs.
 - b. Engineering controls shall include, at a minimum, building design features; use of equipment and technology to address each specific odor-emitting activity or source; a systems and equipment maintenance and replacement schedule; and evidence that proposed equipment and technology are sufficiently capable and appropriately sized consistent with marijuana industry best practices for control technologies designed to effectively mitigate odors.

Marijuana establishments shall implement appropriate ventilation and filtration systems to satisfy the odor standard contained herein. While the City does not mandate any particular equipment specifications with regard to filtration, all marijuana establishments are strongly encouraged to adopt best management practices with regard to implementing state-of-the-art technologies in mitigating marijuana odor, such as air scrubbers and charcoal filtration systems.
 - c. Noxious gases and fumes. Marijuana establishments shall have appropriate ventilation systems to mitigate noxious gases or other fumes used or created as part of the establishment. Gases or fumes shall not extend beyond the premises of any establishment, meaning not detectable on any property that is not under the control of the establishment.
 - d. Sufficient measures and means of preventing smoke, debris, dust, fluids and other substances from exiting a marijuana establishment shall be provided at all times.

- e. All marijuana and marijuana byproducts intended for disposal shall be stored indoors in a self-contained room that is intended solely for this purpose and in accordance with all applicable federal, state and local laws and regulations. When moving material from the self-contained storage room for disposal, marijuana and marijuana by-product shall be moved only in receptacles with a cover or lid. Security cameras shall be installed to record activities in the area of the storage room as well the areas between the storage room and where said material is loaded onto vehicle(s) for disposal.

A. Before submission of a conditional use application, the applicant must demonstrate his or her authorization to cultivate, process and store medical marijuana pursuant to the Maine Use of Medical Marijuana Program.

B. As an accessory use, medical marijuana home production shall be allowed in any qualifying patient's residence or any medical marijuana caregiver's primary year-round residence in every base zone and overlay zone, without any requirement for land use permitting.

C. No medical marijuana dispensary or medical marijuana growing facility shall be closer than 250 linear feet, measured in a straight line from the dispensary or facility building entrance, to the nearest point on the boundary of any property which is occupied by a licensed day-care facility, school, Town park, Town playground or church.

D. Before granting an approval, the Planning Board shall ensure the applicant has reviewed his or her property and building security plans with the Biddeford Police Department and the Police Department finds the security measures are consistent with state requirements.

E. No signs containing the word "marijuana," or a graphic/image of any portion of a marijuana plant or otherwise identifying medical marijuana shall be erected, posted or in any way displayed on the outside of a medical marijuana dispensary or a medical marijuana growing facility. Interior advertisements, displays of merchandise or signs depicting the activities of a medical marijuana dispensary or a medical marijuana growing facility shall be screened to prevent public viewing from outside such facility.

F. No use shall emit offensive, harmful, or noxious odors beyond the property line.

January 7, 2021

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

Motion by Councilor Lessard, seconded by Councilor McCurry to amend the ordinance by removing the I-3 Zone for all permitted marijuana uses.

Vote: 4/5; Councilors Ready, McCurry, Lessard and Quattrone in favor.

Councilors Emhiser, St. Cyr, Clearwater, Belanger and Ortiz opposed.

Motion to amend fails.

Motion by Councilor Lessard, seconded by Councilor McCurry to amend the ordinance by removing only the marijuana grow facilities from the I-3 Zone.

Vote: 4/5; Councilors Ready, McCurry, Lessard and Quattrone in favor.

Councilors Emhiser, St. Cyr, Clearwater, Belanger and Ortiz opposed.

Motion to amend fails.

Motion by Councilor McCurry, seconded by Councilor Lessard to amend the ordinance by including a stipulation that there has to be at least 500 feet between any marijuana facilities; with the current marijuana facilities being grandfathered.

Vote: 5/4; Councilor St. Cyr, Clearwater, Belanger and Ortiz opposed.

Councilors Emhiser, McCurry, Quattrone, Ready and Lessard in favor.

Motion to amend carries.

Vote on ordinance amendment, as amended: 5/4; Councilors McCurry, Quattrone, Ready and Lessard opposed.

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

First reading carries.



Biddeford City Council

Meeting Date: January 5, 2021

Meeting Time: 6:00 PM

Agenda Item No: 2021.1

Item Description: Marijuana Establishments Ordinance Amendments

Submitted by: Mathew Eddy, Director of Planning and Development

Greg Tansley, A.I.C.P., City Planner

Supporting Information/Documentation:

- Council Briefing Memo dated October 6, 2020
- Council Order October 6, 2020
- Planning Board Public Hearing Minutes (DRAFT) 12/16/2020
- Written testimony received from Curaleaf and Drummond Woodsum

Key Terms:

- Key terms are contained in the Council Order

Executive Summary:

At the request of the City Council, the Planning Board was been directed to hold a Public Hearing and make recommendations back to the City Council regarding various amendments to address Marijuana uses in the City of Biddeford. The amendments that were the subject of the Public Hearing came from the City Council with one exception – the Planning Board did not include allowing marijuana cultivation, testing, and manufacturing in the I-3 Zone for the purposes of the Public Hearing. Following the Public Hearing, the Planning Board added back in recommending that cultivation, testing, and manufacturing of medical and adult use marijuana be allowed in the I-3 as Conditional Uses by a 3-1 vote (Tarpey, Droggitis, Benway in favor; Angers against).

As such, with the Performance Standards included, the framework of the Marijuana Ordinance Amendments presented to the City Council is as follows:

- Cultivation Facilities (Adult Use and Medical) would be a Conditional Use in the I-1, I-2, and I-3 Zones.
- Product Manufacturing Facilities (Adult Use and Medical) would be a Conditional Use in the I-1, I-2, and I-3 Zones.
- Testing Facilities (Adult Use and Medical) would be a Conditional Use in the I-1, I-2, and I-3 Zones.
- Retail Stores (Medical) would be a Conditional Use in the I-1, I-2, and I-3 Zone.
- Retail Stores (Adult Use) would be prohibited in the City of Biddeford.

Detailed Review:

- See above.

Funding Source:

- N/A

Staff/Planning Board Recommendation:

Following a Public Hearing, the Planning Board voted 3-1 (Tarpey, Droggitis, Benway in favor; Angers against) to recommend the attached Ordinance Amendments pass at the City Council.



City Council

Meeting Date: October 6, 2020

Meeting Time: 6:00 p

Agenda Item No: Discussion Item

Item Description: Marijuana zoning Ordinance Referral to Planning Board

Submitted by: Mathew Eddy; Director, Planning and Development

Supporting Information/Documentation:

- February 11 Meeting with City Council
https://docs.google.com/gview?url=https%3A%2F%2Fgranicus_production_attachments.s3.amazonaws.com%2Fbiddeford%2F42ba50743da7b037969ef4ffdaae44310.pdf&embedd=true
- April 18, 2019 Email from Roby Fecteau
https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/375160/6-11-2019_Workshop-Marijuana-Fecteau_Email-April_2019.pdf
- June 11, 2019 – Council Workshop – 1.2 Adult Use Marijuana: State Rule Changes (timestamp 1:16:00) https://biddeford.granicus.com/MediaPlayer.php?view_id=1&clip_id=551
- Zoning Amendment Recommendations and Referral to Planning Board/Adult Use Marijuana White Paper - https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/594989/Marijuana_White_Paper_-_May_2020.pdf

Key Terms:

See above memos, which provide ordinance definitions and some previous discussion.
Please note that we are not addressing personally homegrown marijuana or in-home caregivers in this review.

State Definitions/locations of import:

- o Attachment 1: Odor Control Draft Proposal from Codes Enforcement
- o Marijuana Legalization Act (or Adult Use Marijuana Law) 28-B M.R.S. Ch. 1
 - 18-691 C.M.R. ch. 1 – Adult Use Marijuana Program Rule
<https://legislature.maine.gov/statutes/28-B/title28-Bch1sec0.html>
- o Maine Medical Use of Marijuana Act 22 M.R.S. Ch. 558-C
 - 18-691 C.M.R. ch. 2 - Maine Medical Use of Marijuana Program Rule
<https://www.mainelegislature.org/legis/statutes/22/title22ch558-Csec0.html>
- o Industrial hemp 7 M.R.S. Section 2231
<https://legislature.maine.gov/statutes/7/title7sec2231.html>

- o Marijuana Manufacturing: 18-691 C.M.R. ch. 4 - Marijuana Manufacturing Facilities
<https://www.maine.gov/dafs/omp/medical-use/rules-statutes/18-691-C.M.R.-ch.-4>
- o Adult use statute: <https://www.maine.gov/dafs/omp/adult-use/rules-statutes/18-691-C.M.R.-ch.-1>

Executive Summary:

At the May Policy Committee meeting, staff were directed to further define changes in marijuana land use criteria and bring that information back to the Policy Committee prior to referral to the City Council and Planning Board for a public hearing. Staff addressed changes in state statute related to marijuana, highlighted changes needed in the Biddeford Land Development Regulations, and have reached out to business park neighbors to inform them of impending updates (for City Council, October 6; abutters include everyone within the Industrial districts and those within 300 feet of the zone line). Staff further addressed the issue of odor, an issue experienced in at least two facilities within our business parks. These changes were presented to the Biddeford Policy Committee on September 17. The proposed changes were approved and forwarded to City Council for referral to Planning Board.

We recommend that the proposed amendments to marijuana land use definitions and use restrictions below be considered:

Draft Changes to Marijuana Land Use-8/25/20

1. Changes to Definitions:

- a. **Replace Medical Marijuana Dispensary with:** “Caregiver retail store” means a store that has attributes generally associated with retail stores, including, but not limited to, a fixed location, a sign, regular business hours, accessibility to the public and sales of goods or services directly to a consumer, and that is used by a registered caregiver to offer marijuana plants or harvested marijuana for sale to qualifying patients.
- b. **Change the definitions Medical Marijuana and Medical Marijuana Caregiver, and by adding to the end of the last sentence:** “, consistent with Maine State Statute”.
- c. **Eliminate Medical Marijuana Home Production definition,** eliminating it as an accessory use.¹
- d. Cultivation or cultivate means the planting, propagation, growing, harvesting, drying, curing, grading, trimming or other processing of marijuana. “Cultivation” or “cultivate” does not include manufacturing, testing or marijuana extraction.²
- e. Cultivation facility means a facility licensed under Maine Statute³ to purchase marijuana plants and seeds from other cultivation facilities; to cultivate, prepare and package adult use marijuana; to sell

¹ This definition is tied to caregiver status. In state statute, caregivers are allowed to grow up to 30 mature plants and 60 immature plants. Additionally, caregivers with under 6 patients are exempt from department rules; the number of patients above that would seem to be a business inappropriate for residential purposes.

² It is the intent to permit caregiver retail stores in the (I1, I2, and I3). No other marijuana stores are permitted.

³ Title 28-B: ADULT USE MARIJUANA; Chapter 1: MARIJUANA LEGALIZATION ACT; Subchapter 1: GENERAL PROVISIONS

adult use marijuana to products manufacturing facilities, to marijuana stores and to other cultivation facilities; and to sell marijuana plants and seeds to other cultivation facilities, and immature marijuana plants and seedlings to marijuana stores.

- f. Replace Medical Marijuana Growing Facility with: "Manufacturing" or "manufacture" means the production, blending, infusing, compounding or other preparation of marijuana and marijuana products, including, but not limited to, marijuana extraction or preparation by means of chemical synthesis. "Manufacturing" or "manufacture" does not include cultivation or testing.
 - g. Change the definition for Marijuana: "Marijuana" means the leaves, stems, flowers and seeds of a marijuana plant, whether growing or not. "Marijuana" includes marijuana concentrate but does not include hemp as defined by Maine Statute⁴.
 - h. **Replace Medical Marijuana Land Uses with:** "Marijuana establishment" means a cultivation facility, a products manufacturing facility, a testing facility or a caregiver retail store licensed under Maine State Statute. Under this definition, adult use retail stores are prohibited in the City of Biddeford.
 - i. Add: "Marijuana testing facility" means an entity licensed by the Maine Office of Marijuana and certified to test medical use marijuana, including concentrates and products containing marijuana, for research and development purposes and to analyze contaminants in, and the potency and cannabinoid profile of, marijuana samples and products containing marijuana cultivated in accordance with Maine Statute⁵
2. In Table A, Table of Land Uses, make the following changes:
 - a. Change Medical Marijuana Dispensaries to "Caregiver Retail Store"; continue to permit as a conditional use in the I3 zone, add as a conditional use in the I2 and I3 zones⁶.
 - b. Change Medical Marijuana Growing Facilities to "Marijuana Establishment"; continue to permit as a conditional use in the I2 and I3 zones, add to the I1 zone.
 - c. Add Marijuana Testing Facility to Table A, and permit as a conditional use in the I1, I2, I3 zones.
 3. Amend the performance standards, Section 77, Medical Marijuana, by replacing F and addressing odor concerns. Rename to "Marijuana Establishment" and add the following:

(1) All marijuana cultivation, testing, and manufacturing shall be conducted indoors. Said uses are not permitted to conduct outdoor sales or services of any kind. Any common areas, including, but not limited to storage areas and building facilities, shared with another marijuana establishment and/or medical marijuana establishment must be clearly identified as such on the site plan or conditional use application.

⁴ in Title 7, section 2231, subsection 1-A, paragraph D or a marijuana product.

⁵ 22 MRS, chapter 558-C.

⁶ We can make this addition associated with a cultivation or manufacturing facility.

(2) Odor management. For all Marijuana Land Uses, the odor of marijuana must not be detected offsite, i.e., must not be detected at premises that are not under the custody or control of the establishment. To prevent and control marijuana odors, an odor control plan shall be submitted as part of the site plan application describing the odor(s) originating or anticipated to originate at the premises and the control technologies to be used to prevent such odor(s) from leaving the premises. The odor control plan shall, at a minimum, include the following: (a) A facility floor plan that identifies the locations of all odor-emitting activities and sources. The plan shall also identify the location of doors, windows, vents, HVAC systems, odor control systems and other relevant information. (b) A list of specific odor-emitting activities and sources, and a description of the processes that will take place at the facility, including, but not limited to, vegetative flowering, processing and storage. (c) For each odor-emitting activity or source, a description of the administrative procedures as well as the engineering processes, technologies, and equipment the facility will use.

(i) Administrative controls shall include, at a minimum: management practices to isolate odor activities and sources, use of standard operating procedures, employee training, regular equipment inspections and maintenance of inspection logs.

(ii) Engineering controls shall include, at a minimum, building design features; use of equipment and technology to address each specific odor-emitting activity or source; a systems and equipment maintenance and replacement schedule; and evidence that proposed equipment and technology are sufficiently capable and appropriately sized consistent with marijuana industry best practices for control technologies designed to effectively mitigate odors.

Marijuana land uses must implement appropriate ventilation and filtration systems to satisfy the odor standard contained herein. While the City does not mandate any particular equipment specifications with regard to filtration, all marijuana establishments and medical marijuana establishments are strongly encouraged to adopt best management practices with regard to implementing state-of-the-art technologies in mitigating marijuana odor, such as air scrubbers and charcoal filtration systems.

(3) Noxious gases and fumes. Marijuana Cultivating, testing, and processing facilities, in accordance with this ordinance shall include appropriate ventilation systems to mitigate noxious gases or other fumes used or created as part of the production. Gases or fumes shall not extend beyond any boundary line.

(4) Sufficient measures and means of preventing smoke, debris, dust, fluids and other substances from exiting a marijuana land use must be provided at all times.

(5) All marijuana land use facilities shall have in place an operational plan for proper disposal of marijuana and related byproducts in a safe, sanitary and secure manner and in accordance with all applicable federal, state and local laws and regulations. Dumpsters and trash containers must not be overflowing, and the surrounding area kept free of litter and trash. All dumpsters and containers are to be screened from public view. All trash receptacles on

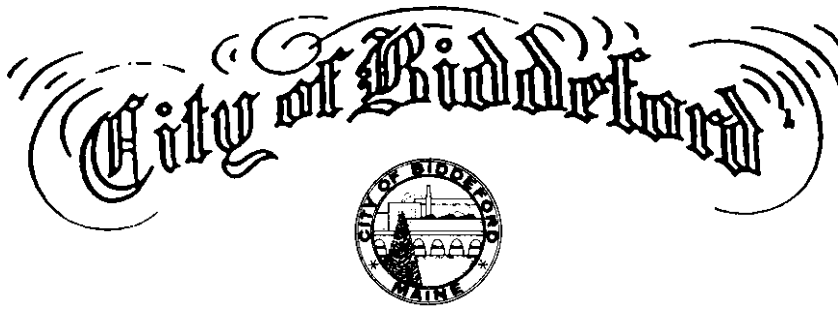
the premises used to discard adult use marijuana products must have a metal cover or lid that is locked at all times when the receptacle is unattended and security cameras must be installed to record activities in the area of such trash receptacles.

Funding Source:

N/A

Staff Recommendation:

Staff recommends referral to the Planning Board.



2020.90

IN BOARD OF CITY COUNCIL. OCTOBER 6, 2020

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

Amending the Zoning Ordinance to clarify definitions related to marijuana and their consistency with state statute;

Amending the Zoning Ordinance to permit Adult Use Cultivation and Manufacturing in the I1 and I2 zones (in addition to medical marijuana in the same zones); and,

Amending the Zoning Ordinance to permit Adult Use and Medical marijuana Cultivation and Manufacturing in the I3 zone (where only dispensaries are permitted).

October 6, 2020

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

Motion by Councilor McCurry, seconded by Councilor Clearwater to amend the order to add a stipulation that the MSRD 3 Zone also be included in the approved zones for Adult Use Marijuana Cultivation and Manufacturing.

Vote: 2/6; Councilors McCurry and Clearwater in favor.

Councilors Emhiser, St. Cyr, Belanger, Ready, Ortiz and Lessard opposed.

Motion to amend fails.

Motion by Councilor McCurry, seconded by Councilor Lessard to amend the order to remove the I3 Zone as consideration by the Planning Board.

Vote: 3/5; Councilors McCurry, Belanger and Lessard in favor.

Councilors Emhiser, St. Cyr, Clearwater, Ready and Ortiz opposed.

Motion to amend fails.

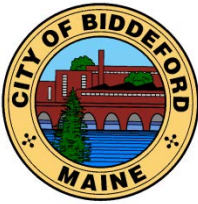
Vote on order, as originally written: 6/2; Councilors McCurry and Lessard opposed.

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

Motion carries.

Attest by: _____

Carmen J. Morris, City Clerk



CITY OF BIDDEFORD

Planning and Development Department

Greg Tansley, A.I.C.P.
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Planning Board Meeting Minutes (DRAFT)

Date: December 16, 2020
Time: 6:00 PM
Location: REMOTE ACCESS MEETING (1MRSA § 403-A permits public proceedings through remote access during the declaration of state of emergency due to COVID-19).

1. Declaration of Quorum/Voting Members
 - Quorum Present: Chair William Southwick, Roch Angers, Sean Tarpey, Spiros Droggitis, Bruce Benway, Alexa Plotkin (Alternate Voting Member), Michael Cantara (Alternate Voting Member).
2. Adjustments to the Agenda
3. Planner's Business
 - Planner, Greg Tansley, made a brief introduction about the meeting. There are 2 Public Hearings 1) the Marijuana Zoning Amendment and 2) Delete Contract Zone #8 for John Conroy. The meeting will also discuss proposed changes for the Historic Preservation Ordinance, and update on the proposed VMU Zone and the most recent City Council meeting.
4. Consent Agenda
 - 4A. Approval of Planning Board Meeting Minutes of December 2, 2020 & December 9, 2020

MOTIONS:

 - Benway-MOTION: To approve Meeting Minutes for December 2 & 9
 - Angers-SECOND
 - Chair Southwick-Roll Call for Vote-Unanimous Approval (4-0) all in favor (Angers, Tarpey, Droggitis, Benway)
5. Unfinished Business
6. New Business
 - 6A. 2020.35 Public Hearing regarding various zoning amendments related to Marijuana Establishments
 - Planner Tansley gave a brief introduction of some of the proposed changes including updating definitions to better coincide with the State's Laws and Definitions. There is no adult use retail of marijuana proposed in Biddeford.
 - Chair Southwick asked Planner Tansley to describe how the City notifies the public of Public Hearings.

- Planner Tansley explained that the Public Hearing is posted on the City's website and posted in the Portland Press Herald 15 days prior to the meeting. The major difference with COVID is that because The Planning Department is not open to the public no notice is hung outside of the office.
- Mr. Droggittis asked about the proposed limitations to the marijuana businesses in the I-3 zone as opposed to the I-1 & 2 zones.
- Planner Tansley mentioned it had been discussed by the Board at a previous Planning Board meeting and as a Board it was decided not to new aspects of the marijuana process in the I-3 zone due to the odor and the business community that is in the I-3 zone.
- Chair Southwick opened the meeting to the public
- Scott Reed introduced himself as a principal at Curaleaf Maine and he asks the Planning Board to support adult use, as well as cultivation in the I-3 zone. Curaleaf has a contract to bring their business into an I-3 zone in Biddeford if the zone works with their industry. Curaleaf would bring 80 new jobs to Biddeford. If this is not decided within the next 6 months Curaleaf will have to move their business to Brunswick who will get to benefit from their money and job market changes.
- Ken Buechs asked the Planning Board to go back to the meeting minutes to verify the conversation about the limitations in the I-3 zone for marijuana instead of relying on the Planner's memory.
- Patrick Donahue would like the Planning Board to support cultivation (as well as all 3 uses) of marijuana in the I-3 zone. He is with Curaleaf as well and explained that in order to adopt the state standard their business uses a sealed environment where the air is recycled and the odor does not leave the building. He mentioned that other businesses have odor emissions that are acceptable such as breweries. He mentioned they are looking into taking over the former Tribune Building for Curaleaf.
- Steve Kinz also representing Curaleaf would like to support all uses of marijuana in the I-3 zone. They use the best practices from the state and have a strong odor mitigation system.
- Malina Dumas-attorney for Drummond Woodsum spoke on behalf of Maine Organic Therapy and Curaleaf. She would like the Planning Board to open and approve cultivation, etc. of cannabis in the I-3 zone for 3 reasons:
 - 1) It is not adverse on the city, in fact it would have a positive effect bringing jobs and income to Biddeford.
 - 2) This is being supported by area residents and businesses.
 - 3) It is a robust industry and Curaleaf uses the highest and best odor mitigation standards
- David Gould stated that he owns a business on Pomerleau Street in the I-3 zone. He wanted to remind the Board that there are child and adolescent services in the area. This area of Biddeford has been considered the gateway to Biddeford and they have always been careful of the businesses established in that area. He has no strong opinion one way or another but felt the Board need a reminder.

- After no other comments the Chair closed the Public Comment section and turned the item back to the Board.
- Planner Tansley stated that he has gone through the minutes and cannot find where the Board discussed the I-3 issue, he was going from memory.
- Mr. Cantara said he remembers the discussion as well and agrees with Planner Tansley.
- Mr. Droggittis asked why the Planning Board would use odor as a limitation for marijuana in the I-3 zone as the odor is now under control.
- Mr. Tarpley asked about outdoor growing operations
- Mr. Droggittis answered no this was all indoors.
- Chair Southwick mentioned he had received complaints of established growing operations.
- Mr. Angers asked Planner Tansley about the voting when Counsel sent the item to Planning Board, he wondered if it was a unanimous vote
- Planner Tansley could not recollect.
- Chair Southwick read the item #2020.90 from Counsel meeting minutes two counselors were against the item.

MOTIONS:

- Benway-Motion- to pass the proposed changes
- Droggittis-Second
- Plotkin stated she is in favor of the proposed changes and asked why there is no adult use store proposed, she is not opposed to cultivation in I-3
- Droggittis-Amend Motion-to include all uses of marijuana in the I-3 zone
- Droggittis mentioned to monitor adult use and in 6 months to a year come back to it (Planning Department to monitor)
- Mr. Droggittis mentioned that cannabis is no longer illegal and the City is losing revenue where some cities and towns have adult use retail operations but Biddeford has none.
- Chair Southwick suggested putting it in the Comp Plan and getting more public input on that aspect of the marijuana use.
- Benway Seconded Mr. Droggittis' amended motion
- Planner Tansley clarified that the Board meant for cultivation, manufacturing and testing marijuana in the I-3 zone
- Chair Southwick-Roll Call for Vote on the Amended Motion-the Motion passed 3-1 (Droggittis, Benway, Tarpey in favor; Angers against)
- Chair Southwick-Roll Call for Vote on the original Motion-the Motion passed 3-1 (Droggittis, Benway, Tarpey in favor; Angers against)

6B. 2020.36 Public Hearing take comments, and make a recommendation to the City Council to delete Contract Zone #8 for John Conroy at 72 Hill Street and 37 Pool Street or amend Contract Zone #8 that two of the units be designated as affordable housing and not necessarily the two additional units that the applicant is requesting.

- Planner Tansley introduced the item told the history of the contract zone, why Mr. Conroy had the Contract Zone and why he now wants to delete his Contract Zone.
 - Chair Southwick asked the public for any comments, questions or concerns
 - Mr. Conroy asked this be passed as it would be beneficial to both he and the city.
 - Richard Rhames stated that he was on the counsel and worked on the Comp Plan when Mr. Conroy received the Contract Zone. He said the focus of growth was for the urban core of the city and increase in density, decrease in the outlying areas. He said it would be better if other landlords do better and the counsel has to do more to provide decent housing which is not only to be developed by the private sector. Public housing would be better and cheaper when the profit is taken out of housing. Housing is a human right. He is happy that the Planning Board is looking at this and he would also like them to look at the Comp Plan Growth Management Act to preserve rural resources and increase density in the urban core decrease it in the outlying areas.
 - After no further comments by the public the session was closed to the public and turned back over to the Planning Board.
 - Mr. Cantara stated that there is a need for affordable housing, housing is a human right and in the history of fairness and decency he would like to see Contract Zone 8 deleted.
 - Mr. Angers concurred with Mr. Cantara.
- MOTIONS**
- Benway-Motion-to Delete Contract Zone 8
 - Angers-Second
 - Chair Southwick-Roll Call for Vote-Unanimous Approval (4-0) all in favor (Angers, Tarpey, Droggitis, Benway)

6C. 2020.39 Discussion of proposed changes to the Historic Preservation Ordinance

- Planner Tansley introduced the staff liaison to the Historic Preservation Commission, Economic Development Coordinator, Brad Favreau
- Mr. Favreau spoke on the reason for making these changes to the ordinance would give the City Certified Local Government status (CLG status).
- The state encourages each municipality to obtain CLG status
- Our ordinance is largely consistent with the National Historical Preservation Act but we need to go the next step in getting the CLG status through the Maine State Historic Preservation Commission.
- Getting the CLG status will make us eligible for grant money
 1. There is a small grant fund which gives money to fund lectures and architectural surveys
 2. Funds to rehab buildings
 - a. On the National Registry
 - b. Contributing Structures

- Getting CLG status would also make available Design & Technical Assistance.
- In order to get the ordinance ready only 2 sections needed to be added
 - 1) Outline the criteria for historic districts, landmarks and sites
 - 2) Explain the process for becoming eligible for historic status
- Section 6 is for eligibility and section 7 is for expense
- Other changes made:
 - a. Definitions
 - b. Cleared up ambiguities
 - c. Cleared up typos
 - d. Added a subsection (Mr. Favreau explained how asphalt being paved over cobble stones between buildings 36 & 13W in the Mill District prompted this subsection)
 - e. Review of improvements to Historic Preservation Commission
 - f. How to apply
- Chair Southwick voiced his confusion over whether homeowners could choose to participate or if this was mandated.
- Mr. Favreau answered that if they are in an MSRD district they are mandated
- Chair Southwick asked if this certification would make resources available to owners
- Mr. Favreau yes
- Mr. Angers asked if this goes back to Counsel for approval
- Mr. Favreau answered after the Planning Board holds a Public Hearing on it.
- Mr. Cantara mentioned that ideally the Historical Society should review it.
- Mr. Favreau mentioned that Catherine Glynn who is the director of the Historical Society assisted in the changes.
- Chair Southwick asked the public for comments
- Jeff Cabral-Chair of the Historic Preservation Commission mentioned the major changes and progress the HPC has made in his 7 years on the Commission. He said that getting CLG status is critical to keep on pace with other communities and he stressed the importance of getting and updated survey. Mr. Cabral urges the Planning Board to endorse the proposed changes to the HP ordinance.
- Richard Rhames said in the 1990 Comp Plan Charlie Butler recommended the Russell Wright survey. Historical structures have been lost he mentioned the Birch School being burned down, the demotion of the original Reilly's Bakery building and the destruction of St. Mary's School only to be replaced with a plastic building. The HPC does important work and he would like this proposal passed.
- Mr. Cantara asked if the next step would be a Public Hearing and then onto Counsel after Planning Board votes on it.
- Mr. Tarpey asked Mr. Favreau how much time he needs
- Planner Tansley said the earliest for a Public hearing would be January 13, 2021, he would set that up.

7. Other Business

- VMU update
- Mathew Eddy Director of Planning and Development is in the process of summarizing notes, coming through minutes to create a red line of a proposal to think about.
- Expansion of Thatcher Brook setbacks is being looked at
- The Counsel is adamant for them to focus on the Comp Plan
- Comp Plan will be the focus after the January 13th meeting.
- Planner Tansley told of the Comp Plan being a priority and the video that was made for the Comp Plan with Chair Southwick speaking.
- Mr. Benway confirmed that the Planning Board has 2 weeks off then meeting weekly for the foreseeable future.
- Mr. Tarpey asked about the 3-way study
- Mr. Eddy said that it is concerning the 111 interchange, there is not a permit design, finding issues, consultant bidding for alternative assessment; MTA & MDOT are involved. Looking to lessen the traffic coming back into town and lesson the traffic jams on I-95
- Mr. Tarpey asked if we should table the VMU until the study is complete
- Mr. Eddy said he had not pondered that idea
- Mr. Tarpey mentioned they have to focus on the Comp Plan.
- Mr. Eddy said the study would not be done until spring (9 Months).
- Mr. Benway mentioned that the VMU, Master Planning of the Comp Plan and the study all go hand in hand
- Chair Southwick thanked the Board for all of their hard work.

8. Adjourn

Benway-Motion to adjourn

Angers-Second

Chair Southwick-Roll Call for Vote-Unanimous Approval (4-0) all in favor
(Angers, Tarpey, Droggitis, Benway)

Meeting Adjourned at 8:03 PM

Planning Board Chair/Vice Chair

Date

These minutes are summary and are not intended to be verbatim. Archived meetings are viewable on the City's website: www.biddefordmaine.org.



December 15, 2020

Members of the Biddeford Planning Board:

My name is Steven Kinz. I am a senior mechanical engineer at Curaleaf. Curaleaf is a leading medical and wellness cannabis operator in the United States that operates 95 marijuana dispensaries, 22 cultivation sites and 30 processing facilities in states across the country that have legalized marijuana. If Biddeford allows adult use marijuana establishments in the I1 zone, Curaleaf intends to partner with Maine Organic Therapy, investing between 15 and 30 million dollars into an adult use cultivation facility at 5 Drapeau Street.

It is my understanding that odor mitigation is a top priority of the city in authorizing and regulating marijuana businesses. I have over 20 years of experience with, and specific expertise in, HVAC system design. Since starting with Curaleaf in 2019 I have worked on dozens of cultivation facilities; specifically, designing and installing odor mitigation and ventilation systems for marijuana cultivation and manufacturing facilities. I have reviewed the city staff's proposal with regard to amendments to the ordinance to address odor and believe that their recommendations align with best practices. Importantly, if adopted staff's recommendation will ensure that only operators that have developed and implemented a robust plan to properly mitigate odor that has been signed off by an engineer will be permitted to operate within the city.

The staff's recommendation for amending the performance criteria addressing odor is:

To prevent and control marijuana odors, an odor control plan shall be submitted as part of the site plan application describing the odor(s) originating or anticipated to originate at the premises and the control technologies to be used to prevent such odor(s) from leaving the premises. The odor control plan shall, at a minimum, include the following: (a) A facility floor plan that identifies the locations of all odor-emitting activities and sources. The plan shall also identify the location of doors, windows, vents, HVAC systems, odor control systems and other relevant information. (b) A list of specific odor-emitting activities and sources, and a description of the processes that will take place at the facility, including, but not limited to, vegetative flowering, processing and storage. (c) For each odor-emitting activity or source, a description of the administrative procedures as well as the engineering processes, technologies, and equipment the facility will use.

(i) Administrative controls shall include, at a minimum: management practices to isolate odor activities and sources, use of standard operating procedures, employee training, regular equipment inspections and maintenance of inspection logs.

(ii) Engineering controls shall include, at a minimum, building design features; use of equipment and technology to address each specific odor-emitting activity or source; a

systems and equipment maintenance and replacement schedule; and evidence that proposed equipment and technology are sufficiently capable and appropriately sized consistent with marijuana industry best practices for control technologies designed to effectively mitigate odors.

Marijuana land uses must implement appropriate ventilation and filtration systems to satisfy the odor standard contained herein. While the City does not mandate any particular equipment specifications with regard to filtration, all marijuana establishments and medical marijuana establishments are strongly encouraged to adopt best management practices with regard to implementing state-of-the-art technologies in mitigating marijuana odor, such as air scrubbers and charcoal filtration systems.

(3) Noxious gases and fumes. Marijuana Cultivating, testing, and processing facilities, in accordance with this ordinance shall include appropriate ventilation systems to mitigate noxious gases or other fumes used or created as part of the production. Gases or fumes shall not extend beyond any boundary line.

I wanted to give you sense of what such a plan might look like. Minus the building layout, below is an example of an odor mitigation plan for a cultivation facility that an applicant would have to submit to meet the robust standards in staff's proposed performance criteria.

Odor Mitigation Study and Proposal 5 Drapeau Street, Biddeford, Maine

In any cannabis cultivation, processing, or dispensing facility there are many sources of odor that can be discerned within the facility. The (2) major sources are the naturally occurring terpenes that exist in all plants. These are oils that are secreted that produce a mild odor that plants use as a defense mechanism or to facilitate pollination. The second, and far more noticeable is the microbials and airborne pathogens that can develop. Specifically, the airborne and surface targeted VOCs (Volatile Organic Compounds), pathogens, and microbes including mold, mildew, and bacteria.

The key to odor control is controlling the airflow leaving the building envelope and eliminating the airborne microbials and pathogens.

Understanding the Building Envelope:

- There are (6) packaged RoofTop Units (RTU) that provide Heating, Cooling, and Ventilation for the building. These units have fresh air economizers for high efficiency cooling and ventilation. To work with these units when fresh air is brought in, the equipment also has relief air vents.
- There are also restroom and processing exhaust air fans.
- There is some level of local infiltration and exfiltration within the building envelope that

can be caused by prevailing winds.

- Any airflow that enters the building envelope has to be made up by air that leaves the building envelope.

Corrective Actions (measures in existing areas):

1. Economizer operation is going to be limited and the spaces rebalanced. This will minimize the amount of air that is brought through the building envelope and is released back outside of the building.
2. Fresh air to rooms that are exposed to the plants in all stages prior to packaging will be minimized to the extent needed for compliance, safety, and comfort.
3. These same rooms will be treated with Defender DXM-100 sanitization units. These units create MCI (Multi-Cluster Ions) with high levels of positive and negative ions (Hydrogen Peroxide, Ozonized Ions, Super Oxides, Hydroxides, and Hydroxyls) using Ultra-Violet/Photo-Catalytic Oxidation (UV/PCO) technology. These ions will eliminate the source of the odors by eliminating the Mold, Mildew, and Bacteria. These units will be specifically used in areas that have potential concentrations of offensive microbials:
 - a. Restrooms
 - b. Flower Rooms
 - c. Harvesting Rooms
 - d. Drying Rooms
 - e. Trim Rooms
 - f. Packaging Rooms
 - g. Waste storage rooms
4. By performing these measures:
 - a. The amount of air that exfiltrates the building will be minimized.
 - b. The air that does exfiltrate the building will have the odor bearing pathogens eliminated.
 - c. These odors will be eliminated and not masked or overwhelmed with other odors.
 - d. This technology does not require the use of high maintenance charcoal filters. These filters rely upon active Carbon (or other media) with sufficient mass and surface area to accommodate the level of odor bearing pathogens. It eliminates the odor but will reduce its effectiveness as the odor is absorbed into the media. Therefore, it will lose its odor control ability over time without constant maintenance.

Proactive Measures (measures in expansion areas):

1. All integrated HVAC units that are proposed to be used in all areas exposed to cultivation and drying will have UV/PCO technology integrated into the equipment. As described above, this is far more effective than standard charcoal or UV technology.
2. In areas that are not conditioned with this custom integrated equipment will utilize



additional Defender DXM-100 units.

3. These two measures will minimize any odor that is created within the building.
4. Outside air, and by extension exhaust air, in all areas of the building will be properly engineered to minimize envelope exfiltration. Variable Frequency Drives (VFD) will be used with the Building Automation Systems (BAS) to minimize all process air into and out of the building to the extent required by energy code and safety compliance.

The key to the Odor Mitigation Strategy being employed here is the elimination of the odor causing pathogens, not the masking of them. This coupled with the control of the building envelope and understanding and controlling the exfiltration from the envelope will insure that the surrounding areas are not affected by the potential odor generated within the cultivation facility. This will be further supplemented by a very extensive sanitization process which includes daily cleansing of all areas of the facility. All walls within the grow environment will be constructed with easily sanitized metal panel construction.



Scott Reed · President · 343 Gorham Rd. South Portland, Maine · 04106
1-800-809-1464 · Scott.Reed@curaleaf.com

Testimony of Scott Reed, President of Curaleaf Maine Before the Biddeford Planning Board

December 16, 2020

Members of the Biddeford Planning Board, thank you for the opportunity to speak to you today.

My name is Scott Reed. I am the President of Curaleaf Maine, a subsidiary of Curaleaf Holdings, LLC. Curaleaf Holdings is a leading medical and wellness cannabis operator in the United States. I am appearing before you today to respectfully ask that you support the City of Biddeford's staff recommendation to amend your ordinance to allow adult use marijuana cultivation and manufacturing. As you may know, 54 cities and towns throughout Maine have already done this over the past year.

Curaleaf Holdings operates 93 marijuana dispensaries, 22 cultivation sites, and 30 processing facilities in states across the country. If Biddeford changes its ordinance to allow adult marijuana cultivation and manufacturing in the industrial zones, Curaleaf intends, in partnership with Maine Organic Therapy, to locate its Maine adult use marijuana cultivation and manufacturing operations at 5 Drapeau Street.

This would be a significant commercial enterprise, with estimated renovation and starts-up costs, to be funded by Curaleaf, ranging from 15 to 30 million dollars. Within the first year of operations, we anticipate that the cultivation and manufacturing facility would generate 80 new jobs in Biddeford with benefits packages that include health care fully funded by Curaleaf. The hourly wages of these employees would range from \$16 to \$22 an hour, with salaried positions ranging from \$60,000 to \$125,000 a year.

Curaleaf intends to operate an adult use marijuana cultivation facility in Maine. While Curaleaf's strong preference is to bring this economic opportunity and these jobs to Biddeford, it is critical to Curaleaf that its Maine project be operational within the next six months. For that

reason, Curaleaf has secured an alternative location in Brunswick, Maine, a town that has already allows adult use marijuana cultivation and manufacturing facilities. The unfortunate reality is that if the Planning Board does not recommend that the City Council take up city staff's recommendation to amend the local ordinance to allow adult use marijuana cultivation and manufacturing or if there are further delays in the process, Curaleaf will be forced commit to locating the operation—investing capital and creating jobs—in Brunswick instead of Biddeford.

For the foregoing reasons, we respectfully request that the Planning Board recommend that the City Council consider and adopt the city staff's proposed amendment to the existing ordinance to allow for cultivation and manufacturing of adult use marijuana in the industrial zones. I thank you for your time and attention to this matter and would be happy to answer any questions you may have.

Testimony of Malina Dumas, Attorney with the Law Firm of Drummond Woodsum, Before the Biddeford Planning Board

December 16, 2020

Members of the Biddeford Planning Board, thank you for the opportunity to speak to you today. My name is Malina Dumas. I am an attorney with the law firm of Drummond Woodsum where I am a member of the firm's Regulated Substances Practice Group. I am appearing before you today on behalf of Maine Organic Therapy ("MOT") and Curaleaf Maine to respectfully ask that you recommend the City staff's proposed amendment to Biddeford's land use ordinance, which would allow adult use marijuana cultivation and manufacturing within the Industrial I-1 and I-2 Zone, subject to performance criteria to include robust requirements for odor mitigation, to City Council.

City staff is proposing a minor amendment that would allow adult use cultivation and manufacturing in zones where such uses are already permitted for medical marijuana. They are also proposing to amend the existing performance criteria for odor mitigation to require submission and implementation of an engineer approved odor mitigation plan. The Planning Board should recommend the proposal as written for the following reasons.

First, allowing adult use manufacturing and cultivation facilities in the I-1 zone and I-2 zone in Biddeford will not have an adverse impact on the City. Medical marijuana cultivation and manufacturing have been a conditional use in Biddeford's I-1 zone and I-2 zone since 2017. From an operational and land use prospective—taking into account traffic, odor, noise, and public safety—medical marijuana cultivation and manufacturing and adult use marijuana cultivation and manufacturing are identical. Accordingly, allowing adult use cultivation and manufacturing facilities to operate in zones where medical marijuana cultivation and manufacturing is already permitted—as city staff is proposing—will not have any meaningful impact on the City.

Second, legalization of adult use marijuana has historically been supported by the majority of Biddeford residents. In 2016, the majority of Biddeford residents voted to legalize adult use marijuana in the statewide referendum by a margin of 1,024 votes.¹ In that election, 5,568 Biddeford residents voted in favor of legalizing adult use marijuana. Voting to approve an amendment to allow adult use marijuana cultivation and manufacturing in the industrial zones would therefore align with the votes of the majority of Biddeford's residents.

Third, staff's proposal includes the most robust performance standard for odor mitigation of the 56 municipalities that have amended their ordinances to allow adult use marijuana establishments to date. This includes a requirement that applicants develop and implement an engineer approved odor mitigation plan to include both administrative and engineering controls. According to Steven Kinz, an engineer with 20 years of experience in HVAC system design,

¹ Attached is a breakdown by municipality of the statewide vote to legalize adult use marijuana.

who has designed and implanted odor mitigation systems for dozens of marijuana cultivation facilities, **the staff's proposal with regard to performance criteria for odor mitigation is consistent with best practices for ventilation and odor mitigation.** For the foregoing reasons, we respectfully request that the Planning Board recommend the city staff's proposed amendment to the existing ordinance to allow for cultivation and manufacturing of adult use marijuana in the industrial zones to the City Council. Thank you very much for your time and attention to this matter, and I would be happy to answer any questions you may have.

Maine Question 1 — Legalize Marijuana — Results: Approved

BY THE NEW YORK TIMES AUG. 1, 2017, 11:25 AM ET

ANSWER

VOTES

PCT.

Yes	381,768	50.3%
No	377,773	49.7

100% reporting (589 of 589 precincts)

Voters approved Question 1 — Legalize Marijuana — in Maine on Tuesday. The “Yes” vote is up by 1 point with all precincts reporting.

Below are detailed results for the question. View other Maine election results on our [full Maine results page](#).
PortlandBangorPortlandBangor

Vote by town	LEADER	
	Yes	
	No	
	Tied	No
Portland	27,425	14,063
Lewiston	8,327	8,714
Bangor	7,932	7,727
South Portland	8,565	6,226
Scarborough	6,071	6,683
Brunswick	7,000	5,695
Auburn	5,871	5,993
Saco	5,996	4,936
Sanford	5,513	4,686

Vote by town	Yes	No
Biddeford	5,568	4,544
Windham	5,155	4,854
Gorham	4,960	4,857
Westbrook	5,502	4,313
Augusta	4,203	4,736
York	4,272	4,613
Falmouth	3,970	4,128
Kennebunk	3,848	3,578
Waterville	3,947	3,282
Wells	3,443	3,262
Cape Elizabeth	3,327	3,166
Topsham	3,051	2,975
Yarmouth	2,772	2,885
Kittery	3,450	2,171
Freeport	3,064	2,471
Old Orchrd Bch	3,168	2,351
Standish	2,933	2,576
Orono	3,446	2,039
Cumberland	2,679	2,788
Brewer	2,279	2,941
Gray	2,475	2,414
Lisbon	2,421	2,456
Buxton	2,593	2,284
Bath	2,716	2,027
Hampden	1,853	2,616
Winslow	1,794	2,535
Presque Isle	1,728	2,584
Eliot	2,414	1,896
Ellsworth	1,983	2,323
South Berwick	2,389	1,736

Vote by town	Yes	No
Skowhegan	1,887	2,162
Caribou	1,510	2,523
Waterboro	2,216	1,757
Old Town	2,008	1,938
Farmington	2,055	1,877
Berwick	2,222	1,696
Belfast	2,056	1,811
Winthrop	1,677	1,954
Rockland	2,012	1,553
Hermon	1,380	2,173
Oakland	1,620	1,914
Harpswell	1,754	1,688
Camden	1,870	1,502
Turner	1,410	1,952
New Gloucester	1,687	1,657
Fairfield	1,531	1,801
Poland	1,616	1,653
Bar Harbor	1,877	1,296
Lebanon	1,774	1,392
Gardiner	1,464	1,605
Bridgton	1,546	1,432
Raymond	1,529	1,363
Rumford	1,406	1,483
North Berwick	1,522	1,338
Sabattus	1,380	1,413
Waldoboro	1,339	1,401
Paris	1,342	1,364
Houlton	935	1,762
Norway	1,311	1,341
Sidney	1,055	1,588

Vote by town	Yes	No
North Yarmouth	1,382	1,251
Bucksport	1,288	1,329
Hollis	1,362	1,247
Durham	1,338	1,260
Jay	1,236	1,351
Glenburn	1,104	1,481
Greene	1,181	1,402
Lyman	1,355	1,209
Lincoln	921	1,579
Arundel	1,373	1,126
China	1,172	1,317
Kennebunkport	1,276	1,200
Vassalboro	1,088	1,348
Orrington	1,063	1,331
Monmouth	1,133	1,249
Naples	1,256	1,061
Rockport	1,163	1,153
Madison	1,085	1,187
Millinocket	916	1,316
Wiscasset	1,117	1,098
Winterport	1,028	1,182
Oxford	1,085	1,123
Wilton	1,089	1,109
West Gardiner	926	1,269
Madawaska	846	1,309
Dover-Foxcroft	877	1,275
Casco	1,187	952
Warren	1,023	1,107
Fort Kent	711	1,413
Limington	1,122	959

Vote by town	Yes	No
Boothbay	1,088	989
Litchfield	1,005	1,053
Holden	830	1,196
Belgrade	890	1,136
Woolwich	991	1,003
Pittsfield	886	1,071
Richmond	1,017	903
Bristol	868	995
Bowdoinham	1,016	844
Alfred	880	956
Norridgewock	835	979
Blue Hill	957	842
Fryeburg	1,003	794
Dexter	768	1,014
Milford	859	921
Bowdoin	842	910
Newport	742	989
Pittston	778	917
Bethel	883	803
Farmingdale	756	926
Minot	748	928
Clinton	722	953
Fort Fairfield	684	989
Limerick	892	768
St. George	878	781
Readfield	771	885
Manchester	712	937
Hallowell	873	755
Carmel	685	935
Jefferson	670	927

Vote by town	Yes	No
Shapleigh	825	736
Mechanic Falls	792	768
Benton	663	888
Levant	611	938
Searsport	711	832
Lincolnville	837	703
Corinth	537	977
Chelsea	694	817
Thomaston	784	712
Acton	832	651
Harrison	775	703
Calais	737	735
Livermore Falls	744	727
Phippsburg	754	677
Whitefield	664	758
Mount Desert	780	639
Orland	702	694
Boothbay Harbor	700	676
Windsor	566	808
Union	644	712
Mexico	695	659
Eddington	633	715
Damariscotta	736	611
Livermore	520	803
Hancock	589	719
Leeds	661	628
Dixfield	599	683
Dayton	625	636
Newcastle	647	604
West Bath	637	603

Vote by town	Yes	No
Deer Isle	606	605
Milo	525	681
Nobleboro	556	609
Anson	588	573
Veazie	552	605
Albion	447	709
St. Albans	460	688
Corinna	438	708
Mapleton	405	737
Canaan	533	606
Sebago	600	526
Southwest Harbor	582	539
Greenville	535	579
Buckfield	525	575
Lamoine	495	603
Dedham	525	564
Otisfield	526	553
Dresden	591	486
Pownal	556	521
Palmyra	455	606
Unity	489	565
Mount Vernon	517	535
Hope	531	512
Gouldsboro	486	538
Northport	507	512
Owl's Head	459	559
Parsonsfield	518	495
Stockton Springs	424	587
Surry	477	526
West Paris	480	522

Vote by town	Yes	No
Machias	486	501
Randolph	471	512
Peru	410	555
Van Buren	364	601
Newburgh	426	531
Washington	410	524
New Sharon	481	451
Tremont	512	417
Waterford	494	431
East Millinocket	381	540
Baldwin	435	476
South Thomaston	483	424
Ogunquit	505	393
Wales	365	520
Hartland	372	502
Cushing	453	414
Brownfield	491	373
Palermo	353	510
Newfield	447	416
Trenton	440	422
Appleton	447	412
Hiram	450	398
Enfield	371	476
Washburn	277	570
Searsmont	451	390
Cornish	424	406
Bradley	362	463
Porter	447	365
Edgecomb	437	373
Wayne	398	407

Vote by town	Yes	No
Franklin	398	405
Limestone	343	459
Penobscot	409	393
Lubec	422	379
Kingfield	399	400
Eastport	426	366
Swanville	388	392
Fayette	352	426
Strong	357	417
Vinalhaven	469	302
Woodstock	362	408
Mars Hill	224	540
Georgetown	436	323
Sedgwick	390	363
Hudson	334	415
Friendship	333	413
Hebron	350	395
Dixmont	326	414
Chesterville	369	369
Denmark	380	357
Rangeley	391	346
Kenduskeag	325	411
Plymouth	321	414
Medway	286	449
Stetson	340	387
Sangerville	296	427
Charleston	250	464
Cornville	319	395
East Machias	330	380
Lovell	365	340

Vote by town	Yes	No
Brownville	349	352
Greenbush	289	412
Baileyville	357	343
Guilford	299	395
Hodgdon	163	521
Jonesport	313	367
Howland	305	375
Milbridge	311	367
Easton	234	439
Addison	305	367
Woodland	251	420
Bradford	313	358
Sullivan	347	314
Burnham	301	359
Frankfort	294	366
Hartford	306	347
Brooksville	349	297
Cherryfield	274	372
Etna	301	343
Montville	314	327
Sherman	201	436
Phillips	341	295
Steuben	313	315
South Bristol	308	311
Frenchville	256	356
Smithfield	288	320
Ashland	252	351
Rome	301	301
Solon	295	307
Stonington	324	273

Vote by town	Yes	No
Castine	324	267
Saint Agatha	255	324
Brooks	251	323
Brooklin	325	247
Garland	265	307
Belmont	250	316
Troy	280	284
Monroe	291	268
Liberty	265	292
Sumner	275	278
Exeter	236	308
Andover	249	291
Jackman	241	299
Morrill	187	350
Embden	263	270
Canton	236	297
Lee	179	353
Bingham	244	286
Clifton	254	258
Princeton	228	281
Westport	272	236
Bremen	250	258
Patten	160	342
Harrington	241	258
Littleton	145	352
Athens	220	275
Machiasport	219	275
Parkman	229	261
Pembroke	222	264
Harmony	217	268

Vote by town	Yes	No
Waldo	229	253
Alna	267	211
Linneus	146	328
Alton	213	258
Carrabassett Valley	275	196
Monson	236	234
Perry	241	225
Industry	240	226
Greenwood	256	209
Eagle Lake	173	288
New Portland	252	206
Knox	198	258
Penobscot Cty Townships	209	246
New Vineyard	210	234
Otis	195	248
Freedom	204	230
Thorndike	187	245
Islesboro	273	152
Southport	179	246
Mercer	191	228
Eustis	197	220
Monticello	150	267
Prospect	186	228
Island Falls	143	267
Detroit	195	210
Oxford Cty Townships	225	174
Abbot	180	217
Blaine	115	277
Vienna	191	198
Sebec	151	238

Vote by town	Yes	No
New Sweden	169	206
Oakfield	132	242
LaGrange	154	213
Danforth	142	221
Starks	167	185
Arrowsic	200	148
New Limerick	93	252
Somerville	137	207
Mattawamkeag	142	197
Jonesboro	148	189
Dennysville	159	176
Whiting	143	189
Jackson	175	154
Temple	185	140
Robbinston	176	148
Chester	117	203
Chebeague Island	183	136
Marshfield	117	193
Verona	142	168
Alexander	122	186
Bridgewater	87	219
Columbia Falls	146	152
Winter Harbor	140	156
Cutler	106	187
Wallagrass	98	195
North Haven	119	173
Mariaville	149	142
Beals	127	158
Carthage	135	149
Weld	118	165

Vote by town	Yes	No
New Canada	105	177
Penobscot Nation Vot Dst	179	101
Newry	166	111
Indian Township Vtng Dst	196	79
Chapman	109	164
Ripley	99	166
Cambridge	87	178
Moscow	124	136
Portage Lake	102	155
Westfield	81	175
Sweden	132	120
Swan's Island	127	125
Avon	114	133
Pleasant Point Votng Dst	169	78
Roxbury	133	112
St. Francis	94	146
Eastbrook	104	132
Ludlow	85	147
Castle Hill	78	152
Grand Isle	107	122
Lowell	95	131
Somerset Cty Townships	88	136
Passadumkeag	84	137
Stow	125	96
Columbia	104	116
Aroostook Cty Townships	93	121
Stacyville	83	125
Waltham	79	129
Sorrento	96	110
Dallas Plt.	108	96

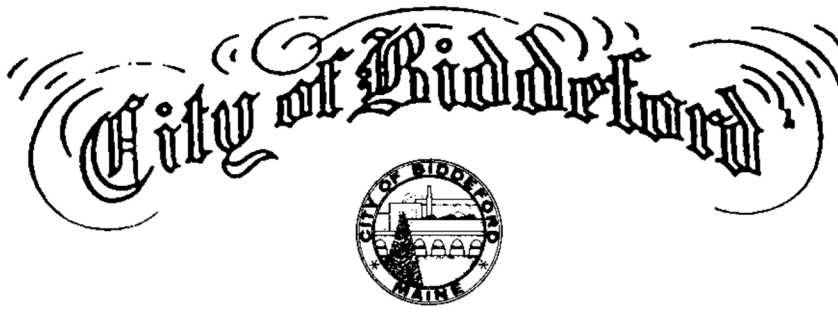
Vote by town	Yes	No
Perham	81	121
Winn	73	126
Burlington	89	100
Hanover	85	102
Atkinson	89	95
Charlotte	69	115
Weston	79	104
Springfield	64	110
Roque Bluffs	82	91
Long Island	98	75
Amherst	84	88
Stoneham	88	83
St. John Plt.	54	109
Rangeley Plt.	71	88
Allagash	60	96
Stockholm	65	90
Smyrna	57	95
Medford	94	57
Caswell	53	95
Cranberry Isles	92	56
Dyer Brook	41	107
Shirley	70	78
Crystal	58	90
Wade	55	90
Merrill	56	80
Winterville Plt.	52	80
Woodville	39	91
Masardis	57	70
Baring Plt.	62	63
Amity	45	79

Vote by town	Yes	No
Topsfield	42	79
Moose River	26	93
Wellington	50	68
Highland Plt.	61	56
Cary Plt.	36	81
Gilead	62	53
Whitneyville	65	49
Mount Chase	52	53
Northfield	54	51
Meddybemps	48	55
Grand Lake Stream Plt	48	54
Coplin Plt.	59	42
Hamlin	37	64
Beaver Cove	37	63
Cooper	44	51
Carroll Plt.	25	69
Vanceboro	45	48
Bowerbank	30	62
Sandy River Plt.	55	37
Orient	40	49
Willimantic	33	54
Byron	43	43
Wesley	32	50
Reed Plt.	27	51
Frye Island	32	44
Aurora	35	40
Edinburg	19	56
Lake View Plt.	34	39
Piscataquis Cty Townshps	27	41
Crawford	26	42

Vote by town	Yes	No
Washington Cty Townships	24	41
Franklin Cty Townships	38	25
Isle Au Haut	49	14
Upton	25	33
Lakeville	34	23
Monhegan Plt.	44	13
Maxfield	30	26
Cyr Plt.	22	31
Garfield Plt.	13	39
Pleasant Ridge Plt.	19	32
Caratunk	20	30
Waite	22	28
Haynesville	14	36
Hammond	13	37
Matinicus Isle Plt.	35	14
West Forks Plt.	22	27
Brighton Plt.	24	25
Westmanland	9	39
The Forks Plt.	23	20
Macwahoc Plt.	13	30
Osborn	15	25
Talmadge	25	15
Great Pond	18	22
Deblois	18	20
Beddington	17	20
Hancock Cty Townships	12	25
Oxbow Plt.	11	25
Seboeis Plt.	14	21
Hersey	10	23
Webster Plt.	23	9

Vote by town	Yes	No
Frenchboro	23	9
Moro Plt.	7	20
Lincoln Plt.	9	17
Dennistown Plt.	3	22
Drew Plt.	11	12
Nashville Plt.	6	14
Kingsbury Plt.	9	10
Magalloway Plt.	9	9
Glenwood Plt.	0	2

[– Hide smaller townships](#)



2021.2

IN BOARD OF CITY COUNCIL...JANUARY 5, 2021

BE IT ORDAINED by the City Council of Biddeford, Maine to amend the Code of Ordinances of the City of Biddeford by deleting Contract Zone #8 for John Conroy at 72 Hill Street (Tax Map 39, Lot 55) and 37 Pool Street (Tax Map 39, Lot 54).

January 7, 2021

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

Vote: 7/2; Councilors McCurry and Lessard opposed.

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

First reading carries.



Biddeford City Council

Meeting Date: January 5, 2021

Meeting Time: 6:00 PM

Agenda Item No: 2021.2

Item Description: DELETE Contract Zone #8 for John Conroy at 72 Hill Street and 37 Pool Street

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

Supporting Information/Documentation:

- Council Order November 17, 2020
- Letter from K. Jacques, City Attorney
- Planning Board Public Hearing Minutes (DRAFT) 12/16/2020
- John Conroy Request Letter
- Original Contract Zone #8 Agreement
- Ordinance Reference: [Part III \(Land Development Regulations\), Article V, Section 9. Contract and conditional zoning.](#)

Key Terms:

Contract Zoning: “Contract zoning” is where a property owner or person/entity with interest in property accepts certain conditions or restrictions not imposed on other similarly zoned properties in return for the rezoning of the property as a “Contract Zone”. Contract zones are typically best-suited for unique or unusual projects that are generally consistent with existing or allowed uses in the existing zones.

Executive Summary:

In 2001 the City Council approved Contract Zone #8 for parcels of land identified as 72 Hill Street (Tax Map 39, Lot 55) and 37 Pool Street (Tax Map 39, Lot 54). The reason for Contract Zone #8 was that the owner (John Conroy) wished to convert three (3) funeral chapels in what had been a funeral home into 4 new residential units. The zoning at the time, R-2, would not have supported 6 Residential Units and 2 Offices on the property.

Since 2001 the zoning was changed to MSRD-2 which allows a density to support the existing 6 residential units on the properties. Further, the area around these properties is zoned MSRD-2 which now provides a residential density bonus that the owner would like to take advantage of. In sum, Contract Zone #8 is no longer needed, it places an undue burden on the property that is not imposed on surrounding properties, and the owner is requesting it be deleted.

The subject properties are identified on the next page.



The City Council sent this item to the Planning Board for a Public Hearing which was held on December 16, 2020. In its referral Order, the City Council asked for a recommendation on whether or not the Contract Zone should be deleted. In that Order, the Council also added “or amend Contract Zone #8 that two of the units be designated as affordable housing; and not necessarily the two additional units that the applicant is requesting.” The City Attorney has reviewed the added request of the City Council and has provided the attached recommendation regarding this matter.

Based on the Public Hearing and the City Attorney’s opinion letter, the Planning Board recommended to Delete Contract Zone #8, with no affordable housing requirements as indicated above.

Detailed Review:

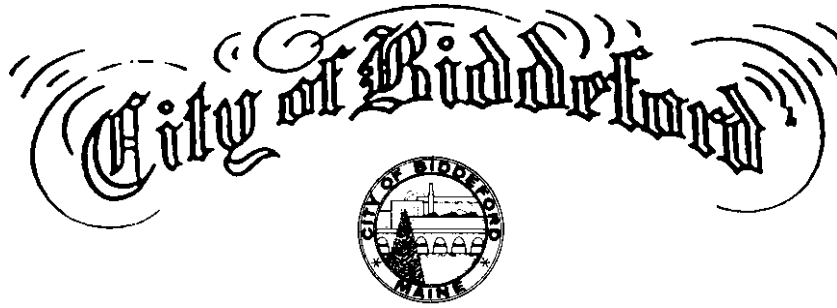
- See above.

Funding Source:

- N/A

Staff/Planning Board Recommendation:

Following a Public Hearing, the Planning Board voted 4-0 (Tarpey, Droggitis, Benway and Angers in favor) to recommend Contract Zone #8 be deleted as provided in City Council Order 2021.2.



2020.106 **IN BOARD OF CITY COUNCIL..NOVEMBER 17, 2020**
BE IT ORDERED, that the City Council does hereby request the Planning Board conduct a Public Hearing and make recommendations to the City Council regarding a requested amendment to the Zoning Ordinance to delete Contract Zone #8, or amend Contract Zone #8 that two of the units be designated as affordable housing; and not necessarily the two additional units that the applicant is requesting.

November 17, 2020

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

Motion by Councilor McCurry, seconded by Councilor Clearwater to allow Councilor Belanger to participate in the discussion and vote despite the fact that he has worked with a company associated with the applicant and has had direct dealings with Mr. Conroy, although, not on this issue.

Vote: Unanimous.

Motion by Councilor Lessard, seconded by Councilor Clearwater to amend the order by including language that the Planning Board consider either deleting Contract Zone #8, OR amending Contract Zone #8 to have two of the units be designated as affordable housing; and not necessarily the two additional units that the applicant is requesting.

Vote: Unanimous.

Vote on order, as amended: Unanimous.

Attest by: _____
Carmen J. Morris, City Clerk

WOODMAN EDMANDS DANYLIK AUSTIN
SMITH & JACQUES, P.A.

ATTORNEYS-AT-LAW

ROBERT B. WOODMAN
THOMAS DANYLIK
RALPH W. AUSTIN
JAMES B. SMITH
KEITH R. JACQUES
HARRY B. CENTER II
SANDRA L. GUAY
AMY McNALLY
JOY S. NAIFEH

234 MAIN STREET
P.O. BOX 468
BIDDEFORD, ME 04005-0468
TELEPHONE: 207-284-4581
FAX: 207-284-2078
E-MAIL: krj@woodedlaw.com

Retired
PETER L. EDMANDS
MICHAEL J. O'TOOLE

December 11, 2020

VIA E-MAIL – greg.tansley@biddefordmaine.org

Greg Tansley, AICP
City Planner
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

RE: Contract Zone #8

Dear Greg:

By Order dated November 17, 2020, the Biddeford City Council requested that the Planning Board conduct a public hearing and make recommendations regarding a request by the property owner that the City delete Contract Zone #8. The City Council further requested that the public hearing include, and that the City Planning Board consider, an amendment to Contract Zone #8 to require that two units in the subject property be designated as affordable housing units.

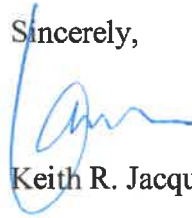
You have asked me to clarify the recommendations that the Planning Board may make to the City Council following the public hearing. As you know, contract zones are created by agreement between a property owner and the City. As such, since the property owner has requested that the contract zone be deleted, the Planning Board may recommend to the City Council that the owner's request be accepted or rejected by the City. If accepted, Contract Zone #8 would be deleted and the property would be governed by the current applicable zoning ordinance provisions. If rejected, the contract zone and its terms will continue unabated.

Alternately, after the public hearing, the Planning Board can recommend that the City Council amend the contract zone to require that the building which is the subject of the contract zone include two affordable housing units. However, ultimately, the additional terms of the amended contract zone would require the mutual consent of the property owner and the City. The City cannot impose the additional terms requiring two affordable housing units unilaterally upon the property owner through an amendment to the existing contract zone agreement between the City and the property owner.

Greg Tansley, AICP
December 11, 2020
Page | 2

Please do not hesitate to contact me if you have any additional questions that I may address prior to the public hearing.

Sincerely,



Keith R. Jacques

KRJ/cem

cc: Alan Casavant, Mayor
James Bennett, City Manager

**AGREEMENT
BETWEEN THE CITY OF BIDDEFORD AND
JOHN CONROY**

THIS AGREEMENT made this 23rd day of Feb, 2001, by and between THE INHABITANTS OF THE CITY OF BIDDEFORD, a body corporate and politic, having a place of business in Biddeford, York County, Maine (hereinafter referred to as the "CITY") and JOHN CONROY, of 72 Hill Street, Biddeford, ME 04005, the owner of the real estate depicted on Tax Map 39, Lots 54 and 55 and specifically:

A certain lot or parcel of land together with the buildings and improvements thereon situated at the junction of Hill Street and Pool Street in Biddeford, York County, Maine, and being more particularly bounded and described as follows:

Beginning at the intersection of the northeasterly sideline of Pool Street with the northwesterly sideline of Hill Street; THENCE in a northwesterly direction along the said sideline of Pool Street a distance of One Hundred Forty one (141) feet, more or less, to a point and land now or formerly of Alcide Bedard; THENCE in a northeasterly direction along land now or formerly of said Bedard and land now or formerly of Auguste Laverriere a distance of Ninety Seven (97) feet, more or less, to a point and other land now or formerly of said Laverriere; THENCE in a southeasterly direction by said land of Laverriere and land now or formerly of Conroy a distance of One Hundred Forty (140) feet, more or less, to a point and the northwesterly sideline of said Hill Street; THENCE in a southwesterly direction along the said sideline of Hill Street a distance of Ninety Seven (97) feet, more or less, to its intersection with said Pool Street and the point of beginning.

The above described premises are shown and depicted on the Assessor's Maps of the City of Biddeford as Map 39, Lots 54 and 55 and are described in deed of Gertrude E. Conroy to John P. Conroy, Jr. and Madelyn J. Conroy dated July 24, 1997, and recorded in York Registry of Deeds in Book 8361, page 325.

WHEREAS, the City council has adopted a contract Zone (CZ-8) pursuant to the recommendations of the Planning Board and on the basis of the plans, reports and other materials submitted by JOHN CONROY; and

WHEREAS, the Council's approval of the Contract Zone was granted expressly subject to the execution by JOHN CONROY and the CITY of an agreement setting forth the terms and conditions under which JOHN CONROY will develop the real estate pursuant to the Contract Zone.

WHEREAS, JOHN CONROY has now sought and received approval from the Planning Board; and as directed in Article V (Zoning Districts) of the Biddeford Zoning Ordinance

WHEREAS, JOHN CONROY has demonstrated that his proposal has met the mandatory conditions for contract zoning, specifically:

- a) It is consistent with the Comprehensive Plan of the City of Biddeford.
- b) It is consistent with the existing or permitted uses within the original zone.
- c) It includes only conditions and restrictions which relate to the physical development of the property.
- d) Changes proposed will be subject to the agreement (CZ-8) between JOHN CONROY and the CITY for the implementation and enforcement of all terms and conditions imposed and agreed to by the parties pursuant to this section. Said agreement shall be recorded at the York County Registry of Deeds and a copy placed on file in the Municipal Offices.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements contained herein, the parties agree as follows:

1) This Agreement shall specifically incorporate the following documents which are on file with the Planning Board of the City of Biddeford and copies of or reduced copies of which are attached hereto:

- a) Application and site plan prepared by the applicant.
- b) Findings of Fact, dated as submitted by the City Planner
- c) Fire letter from Biddeford Fire Department dated
- ✓d) Title to property, Book 8361, Page 325.

2) JOHN CONROY agrees that upon construction of housing and office units on the premises described in Attachment, after obtaining all regulatory approvals for the same, he shall construct the contemplated improvements in accordance with the plans above referred to or any amendments which may be approved by the Planning Board of the City of Biddeford.

3) Unless otherwise specifically stated in the approval, this approval shall be subject to the following conditions:

- a) Limits and restrictions. The permitted uses in the zone be the same as in the existing R-2 Zone and include the existing use of professional office space. The minimum lot size for each use shall be 1,650 square feet per unit. The setback requirements shall be the same as in the existing R-2 zone. No change to the existing footprint except for the addition of a stairway exit on northeast side of building.
- b) The complex shall involve the rehabilitation and reconstruction of the former Emond & Conroy Funeral Home at the corner of Hill and Pool Streets in Biddeford. The plan calls for 8 units. Six (6) units will be one (1) and two (2) bedroom apartments and two (2) will be professional office space. This is an actual addition of four units since there already exist two apartments and two offices. The office space will occupy not more than 30% of first floor's 3000 square feet or 825 s.f., a downsizing of office/commercial usage by 70%. Any lease of parking space or garage storage to non tenants shall not deprive each unit of two parking spaces.
- c) Approval of Variations from Plans. The granting of this approval is dependent upon and limited to the proposal and plans contained in the application and supporting documents submitted and affirmed to by the applicant, and to the plans and agreements referenced in the Findings of Fact. Any variations from these plans, proposals, agreements and supporting documents are subject to review and approval by the Planning Board.
- d) Compliance With All Applicable Laws. The applicant shall secure and comply with all applicable federal, state and local licenses, permits, authorizations, conditions, agreements and orders prior to or during construction and operation, as appropriate.
- e) Compliance With All Terms and Conditions of Approval. The applicant shall submit all reports and information requested by the City Council or the Planning Board demonstrating that the applicant has complied or will comply with all terms and conditions of this approval.

- f) Transfer of Land. Unless otherwise provided in this approval, the applicant shall not sell, assign or otherwise transfer the land described herein or any portion thereof (except for easement rights to facilitate construction) without prior written approval of the Planning Board where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval shall be granted only if the applicant or transferee demonstrates that the transferee has the technical capacity and financial ability to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant.
- g) Initiation of Development Within Two Years. If the construction or operation of the activity is not begun within two years of the date hereof, this approval shall lapse and the applicant shall re-apply for a new approval upon lapse. The applicant may not begin construction or operation of the development until a new approval is granted. Re-application for approval shall state the reasons why the development was not begun within two years from the granting of the initial approval and the reasons why the applicant will be able to begin the activity within one year from the granting of the new approval, if granted. Re-application for approval may include information submitted in the initial application by reference.
- h) Re-examination After Three Years. If the approved development is not completed within three years from the date of the granting of approval, the Planning Board may re-examine its approval and impose additional terms or conditions or prescribe other necessary corrective action to respond to significant changes in circumstances which may have occurred during the three year period.

4) Any failure of the City to enforce the terms and conditions of this Agreement or the terms and conditions of the plans, approval, and other documents incorporated herein, in any one instance shall not constitute a waiver of any subsequent breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be signed and sealed all as of the day and date first above written.

WITNESS:

Maurice White

Maurice White

THE INHABITANTS OF THE
CITY OF BIDDEFORD

BY: Bruce E. Benway
Bruce E. Benway, City Manager,
thereunto duly authorized.

JOHN CONROY

BY: John P. Conroy
Owner, applicant

STATE OF MAINE
YORK, SS.

Feb. 23, 2000

Personally appeared BRUCE E. BENWAY, CITY MANAGER of the CITY OF BIDDEFORD, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said body corporate and politic.

Before me, Marcella J. Faucher Notary Public
Attorney-at-Law

Printed name: MARCELLA J. FAUCHER

MARCELLA J. FAUCHER
Notary Public, Maine
My Commission Expires December 30, 2006

STATE OF MAINE
YORK, SS

Feb. 23, 2000

Personally appeared the above named JOHN CONROY, and acknowledged the foregoing instrument to be his free act and deed.

Before me, Marcella J. Faucher Notary Public
Attorney-at-Law

Printed Name: MARCELLA J. FAUCHER

MARCELLA J. FAUCHER
Notary Public, Maine
My Commission Expires December 30, 2006

John P. Conroy

Hillview Apartments

72 Hill Street # 105

Biddeford, ME 04005

jc72@maine.rr.com

cell (207) 468-8602

home (207) 284-9348

work (207) 282-6300

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11/10/2020

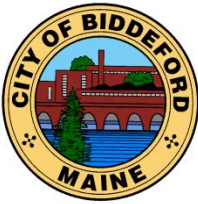
Mathew Eddy
Director of Planning and Development
Greg Tansley
City Planner

Gentlemen:

I am owner of the apartment building at 72 Hill Street in Biddeford. Twenty years ago, in an effort to effectively utilize my large building which was a former funeral home, I negotiated a contract zone to allow me to have six apartment units as well as two offices. I understand that the contract specifying the two offices cannot simply be amended to have two additional apartments. That being the case I am requesting a dissolution of my contract with the City of Biddeford thereby returning the property to what is now the MSRD-2 District, where a density bonus is possible.

Sincerely,

John Conroy



CITY OF BIDDEFORD

Planning and Development Department

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

Planning Board Meeting Minutes (DRAFT)

Date: December 16, 2020
Time: 6:00 PM
Location: REMOTE ACCESS MEETING (1MRSA § 403-A permits public proceedings through remote access during the declaration of state of emergency due to COVID-19).

1. Declaration of Quorum/Voting Members
 - Quorum Present: Chair William Southwick, Roch Angers, Sean Tarpey, Spiros Droggitis, Bruce Benway, Alexa Plotkin (Alternate Voting Member), Michael Cantara (Alternate Voting Member).
2. Adjustments to the Agenda
3. Planner's Business
 - Planner, Greg Tansley, made a brief introduction about the meeting. There are 2 Public Hearings 1) the Marijuana Zoning Amendment and 2) Delete Contract Zone #8 for John Conroy. The meeting will also discuss proposed changes for the Historic Preservation Ordinance, and update on the proposed VMU Zone and the most recent City Council meeting.
4. Consent Agenda
 - 4A. Approval of Planning Board Meeting Minutes of December 2, 2020 & December 9, 2020

MOTIONS:

 - Benway-MOTION: To approve Meeting Minutes for December 2 & 9
 - Angers-SECOND
 - Chair Southwick-Roll Call for Vote-Unanimous Approval (4-0) all in favor (Angers, Tarpey, Droggitis, Benway)
5. Unfinished Business
6. New Business
 - 6A. 2020.35 Public Hearing regarding various zoning amendments related to Marijuana Establishments
 - Planner Tansley gave a brief introduction of some of the proposed changes including updating definitions to better coincide with the State's Laws and Definitions. There is no adult use retail of marijuana proposed in Biddeford.
 - Chair Southwick asked Planner Tansley to describe how the City notifies the public of Public Hearings.

- Planner Tansley explained that the Public Hearing is posted on the City's website and posted in the Portland Press Herald 15 days prior to the meeting. The major difference with COVID is that because The Planning Department is not open to the public no notice is hung outside of the office.
- Mr. Droggittis asked about the proposed limitations to the marijuana businesses in the I-3 zone as opposed to the I-1 & 2 zones.
- Planner Tansley mentioned it had been discussed by the Board at a previous Planning Board meeting and as a Board it was decided not to new aspects of the marijuana process in the I-3 zone due to the odor and the business community that is in the I-3 zone.
- Chair Southwick opened the meeting to the public
- Scott Reed introduced himself as a principal at Curaleaf Maine and he asks the Planning Board to support adult use, as well as cultivation in the I-3 zone. Curaleaf has a contract to bring their business into an I-3 zone in Biddeford if the zone works with their industry. Curaleaf would bring 80 new jobs to Biddeford. If this is not decided within the next 6 months Curaleaf will have to move their business to Brunswick who will get to benefit from their money and job market changes.
- Ken Buechs asked the Planning Board to go back to the meeting minutes to verify the conversation about the limitations in the I-3 zone for marijuana instead of relying on the Planner's memory.
- Patrick Donahue would like the Planning Board to support cultivation (as well as all 3 uses) of marijuana in the I-3 zone. He is with Curaleaf as well and explained that in order to adopt the state standard their business uses a sealed environment where the air is recycled and the odor does not leave the building. He mentioned that other businesses have odor emissions that are acceptable such as breweries. He mentioned they are looking into taking over the former Tribune Building for Curaleaf.
- Steve Kinz also representing Curaleaf would like to support all uses of marijuana in the I-3 zone. They use the best practices from the state and have a strong odor mitigation system.
- Malina Dumas-attorney for Drummond Woodsum spoke on behalf of Maine Organic Therapy and Curaleaf. She would like the Planning Board to open and approve cultivation, etc. of cannabis in the I-3 zone for 3 reasons:
 - 1) It is not adverse on the city, in fact it would have a positive effect bringing jobs and income to Biddeford.
 - 2) This is being supported by area residents and businesses.
 - 3) It is a robust industry and Curaleaf uses the highest and best odor mitigation standards
- David Gould stated that he owns a business on Pomerleau Street in the I-3 zone. He wanted to remind the Board that there are child and adolescent services in the area. This area of Biddeford has been considered the gateway to Biddeford and they have always been careful of the businesses established in that area. He has no strong opinion one way or another but felt the Board need a reminder.

- After no other comments the Chair closed the Public Comment section and turned the item back to the Board.
- Planner Tansley stated that he has gone through the minutes and cannot find where the Board discussed the I-3 issue, he was going from memory.
- Mr. Cantara said he remembers the discussion as well and agrees with Planner Tansley.
- Mr. Droggittis asked why the Planning Board would use odor as a limitation for marijuana in the I-3 zone as the odor is now under control.
- Mr. Tarpley asked about outdoor growing operations
- Mr. Droggittis answered no this was all indoors.
- Chair Southwick mentioned he had received complaints of established growing operations.
- Mr. Angers asked Planner Tansley about the voting when Counsel sent the item to Planning Board, he wondered if it was a unanimous vote
- Planner Tansley could not recollect.
- Chair Southwick read the item #2020.90 from Counsel meeting minutes two counselors were against the item.

MOTIONS:

- Benway-Motion- to pass the proposed changes
- Droggittis-Second
- Plotkin stated she is in favor of the proposed changes and asked why there is no adult use store proposed, she is not opposed to cultivation in I-3
- Droggittis-Amend Motion-to include all uses of marijuana in the I-3 zone
- Droggittis mentioned to monitor adult use and in 6 months to a year come back to it (Planning Department to monitor)
- Mr. Droggittis mentioned that cannabis is no longer illegal and the City is losing revenue where some cities and towns have adult use retail operations but Biddeford has none.
- Chair Southwick suggested putting it in the Comp Plan and getting more public input on that aspect of the marijuana use.
- Benway Seconded Mr. Droggittis' amended motion
- Planner Tansley clarified that the Board meant for cultivation, manufacturing and testing marijuana in the I-3 zone
- Chair Southwick-Roll Call for Vote on the Amended Motion-the Motion passed 3-1 (Droggittis, Benway, Tarpey in favor; Angers against)
- Chair Southwick-Roll Call for Vote on the original Motion-the Motion passed 3-1 (Droggittis, Benway, Tarpey in favor; Angers against)

6B. 2020.36 Public Hearing take comments, and make a recommendation to the City Council to delete Contract Zone #8 for John Conroy at 72 Hill Street and 37 Pool Street or amend Contract Zone #8 that two of the units be designated as affordable housing and not necessarily the two additional units that the applicant is requesting.

- Planner Tansley introduced the item told the history of the contract zone, why Mr. Conroy had the Contract Zone and why he now wants to delete his Contract Zone.
 - Chair Southwick asked the public for any comments, questions or concerns
 - Mr. Conroy asked this be passed as it would be beneficial to both he and the city.
 - Richard Rhames stated that he was on the counsel and worked on the Comp Plan when Mr. Conroy received the Contract Zone. He said the focus of growth was for the urban core of the city and increase in density, decrease in the outlying areas. He said it would be better if other landlords do better and the counsel has to do more to provide decent housing which is not only to be developed by the private sector. Public housing would be better and cheaper when the profit is taken out of housing. Housing is a human right. He is happy that the Planning Board is looking at this and he would also like them to look at the Comp Plan Growth Management Act to preserve rural resources and increase density in the urban core decrease it in the outlying areas.
 - After no further comments by the public the session was closed to the public and turned back over to the Planning Board.
 - Mr. Cantara stated that there is a need for affordable housing, housing is a human right and in the history of fairness and decency he would like to see Contract Zone 8 deleted.
 - Mr. Angers concurred with Mr. Cantara.
- MOTIONS**
- Benway-Motion-to Delete Contract Zone 8
 - Angers-Second
 - Chair Southwick-Roll Call for Vote-Unanimous Approval (4-0) all in favor (Angers, Tarpey, Droggitis, Benway)

6C. 2020.39 Discussion of proposed changes to the Historic Preservation Ordinance

- Planner Tansley introduced the staff liaison to the Historic Preservation Commission, Economic Development Coordinator, Brad Favreau
- Mr. Favreau spoke on the reason for making these changes to the ordinance would give the City Certified Local Government status (CLG status).
- The state encourages each municipality to obtain CLG status
- Our ordinance is largely consistent with the National Historical Preservation Act but we need to go the next step in getting the CLG status through the Maine State Historic Preservation Commission.
- Getting the CLG status will make us eligible for grant money
 1. There is a small grant fund which gives money to fund lectures and architectural surveys
 2. Funds to rehab buildings
 - a. On the National Registry
 - b. Contributing Structures

- Getting CLG status would also make available Design & Technical Assistance.
- In order to get the ordinance ready only 2 sections needed to be added
 - 1) Outline the criteria for historic districts, landmarks and sites
 - 2) Explain the process for becoming eligible for historic status
- Section 6 is for eligibility and section 7 is for expense
- Other changes made:
 - a. Definitions
 - b. Cleared up ambiguities
 - c. Cleared up typos
 - d. Added a subsection (Mr. Favreau explained how asphalt being paved over cobble stones between buildings 36 & 13W in the Mill District prompted this subsection)
 - e. Review of improvements to Historic Preservation Commission
 - f. How to apply
- Chair Southwick voiced his confusion over whether homeowners could choose to participate or if this was mandated.
- Mr. Favreau answered that if they are in an MSRD district they are mandated
- Chair Southwick asked if this certification would make resources available to owners
- Mr. Favreau yes
- Mr. Angers asked if this goes back to Counsel for approval
- Mr. Favreau answered after the Planning Board holds a Public Hearing on it.
- Mr. Cantara mentioned that ideally the Historical Society should review it.
- Mr. Favreau mentioned that Catherine Glynn who is the director of the Historical Society assisted in the changes.
- Chair Southwick asked the public for comments
- Jeff Cabral-Chair of the Historic Preservation Commission mentioned the major changes and progress the HPC has made in his 7 years on the Commission. He said that getting CLG status is critical to keep on pace with other communities and he stressed the importance of getting and updated survey. Mr. Cabral urges the Planning Board to endorse the proposed changes to the HP ordinance.
- Richard Rhames said in the 1990 Comp Plan Charlie Butler recommended the Russell Wright survey. Historical structures have been lost he mentioned the Birch School being burned down, the demotion of the original Reilly's Bakery building and the destruction of St. Mary's School only to be replaced with a plastic building. The HPC does important work and he would like this proposal passed.
- Mr. Cantara asked if the next step would be a Public Hearing and then onto Counsel after Planning Board votes on it.
- Mr. Tarpey asked Mr. Favreau how much time he needs
- Planner Tansley said the earliest for a Public hearing would be January 13, 2021, he would set that up.

7. Other Business

- VMU update
- Mathew Eddy Director of Planning and Development is in the process of summarizing notes, coming through minutes to create a red line of a proposal to think about.
- Expansion of Thatcher Brook setbacks is being looked at
- The Counsel is adamant for them to focus on the Comp Plan
- Comp Plan will be the focus after the January 13th meeting.
- Planner Tansley told of the Comp Plan being a priority and the video that was made for the Comp Plan with Chair Southwick speaking.
- Mr. Benway confirmed that the Planning Board has 2 weeks off then meeting weekly for the foreseeable future.
- Mr. Tarpey asked about the 3-way study
- Mr. Eddy said that it is concerning the 111 interchange, there is not a permit design, finding issues, consultant bidding for alternative assessment; MTA & MDOT are involved. Looking to lessen the traffic coming back into town and lesson the traffic jams on I-95
- Mr. Tarpey asked if we should table the VMU until the study is complete
- Mr. Eddy said he had not pondered that idea
- Mr. Tarpey mentioned they have to focus on the Comp Plan.
- Mr. Eddy said the study would not be done until spring (9 Months).
- Mr. Benway mentioned that the VMU, Master Planning of the Comp Plan and the study all go hand in hand
- Chair Southwick thanked the Board for all of their hard work.

8. Adjourn

Benway-Motion to adjourn

Angers-Second

Chair Southwick-Roll Call for Vote-Unanimous Approval (4-0) all in favor
(Angers, Tarpey, Droggitis, Benway)

Meeting Adjourned at 8:03 PM

Planning Board Chair/Vice Chair

Date

These minutes are summary and are not intended to be verbatim. Archived meetings are viewable on the City's website: www.biddefordmaine.org.

2020.119

IN BOARD OF CITY COUNCIL...DECEMBER 15, 2020

Saco-Lowell Municipal Development and Tax Increment Financing District

WHEREAS, the City is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate the **Saco-Lowell Municipal Development and Tax Increment Financing District** (the “Saco-Lowell District,” and together with the Rte 111-Mill District, the “Districts”) and the Development Program (the “Saco-Lowell Development Program,” and together with the Rte 111-Mill Development Program, the “Development Programs”) for the Saco-Lowell District; and

WHEREAS, there is a need for economic development in the City of Biddeford, in the surrounding region, and in the State of Maine; and

WHEREAS, there is a need to improve and broaden the tax base of the City of Biddeford; and to improve the general economy of the City of Biddeford and the surrounding region; and

WHEREAS, implementation of the Development Programs will help to improve and broaden the tax base in the City of Biddeford and improve the economy of the City of Biddeford and the region by attracting business development to the Districts; and

WHEREAS, there is a need to implement continued economic development initiatives in the Districts through the Development Programs in accordance with the provision of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended; and

WHEREAS, it is expected that approval will be obtained from the State of Maine Department of Economic and Community Development (the “Department”), approving the **Tenth Amendment to the Rte 111-Mill Redevelopment Transit-Oriented Municipal Development and Tax Increment Financing District** and the Rte 111-Mill Development Program related thereto and approving the **Saco-Lowell Municipal Development and Tax Increment Financing District** and the Saco-Lowell Development Program related thereto;

ORDERED AS FOLLOWS:

Section 1. The City of Biddeford hereby designates the Saco-Lowell District and adopts the associated Saco-Lowell Development Program for the Saco-Lowell District; such designation and adoption to be pursuant to the following findings, terms, and provisions:

Section 2. The City Council hereby finds and determines that:

- a. At least twenty-five percent (25%), by area, of the real property within the Saco-Lowell District, as hereinafter designated, is suitable for commercial uses; and
- b. The total area of the Saco-Lowell District does not exceed two percent (2%) of the total acreage of the City, and the total area of all existing and proposed development districts within the City (including the Saco-Lowell District) does not exceed five percent (5%) of the total acreage of the City; and
- c. The original assessed value of all existing and proposed tax increment financing districts (including the Saco-Lowell District) does not exceed five percent (5%) of the total value of equalized taxable property within the City as of April 1, 2020; and
- d. The Saco-Lowell District and pursuit of the Saco-Lowell Development Program will make a contribution to the economic growth and well-being of the City of Biddeford and the surrounding region, and will contribute to the betterment of the health, welfare and safety of the inhabitants of the City of Biddeford,

EXHIBIT G
CITY COUNCIL ORDER

including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose. The City has considered all evidence, if any, presented to it with regard to any adverse economic effect on or detriment to any existing business and has found and determined that such adverse economic effect on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the Saco-Lowell District and Saco-Lowell Development Program.

Section 3. Pursuant to the provisions of 30-A M.R.S.A. § 5227, the percentage of increased assessed value to be retained as captured assessed value in accordance with the Saco-Lowell Development Program is hereby established as set forth in the Saco-Lowell Development Program.

Section 4. The City Manager, or his duly appointed representative, is hereby authorized, empowered and directed to submit the proposed Saco-Lowell Development Program for the Saco-Lowell District to the State of Maine Department of Economic and Community Development for review and approval pursuant to the requirements of 30-A M.R.S.A. § 5226.

Section 5. The foregoing designation of the Saco-Lowell District and adoption of the Saco-Lowell Development Program for the Saco-Lowell District shall automatically become final and shall take full force and effect upon receipt by the City of approval by the State of Maine Department of Economic and Community Development, without requirement of further action by the City, the City Council, or any other party.

Section 6. The City Manager, or his duly appointed representative, is hereby authorized and empowered, at his discretion, from time to time, to make such revisions to the Saco-Lowell District and Saco-Lowell Development Program as the City Manager may deem reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the State of Maine Department of Economic and Community Development, or for any other reason, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Saco-Lowell Development Program.

Section 7. The City Manager, in the name and on behalf of the City, is hereby authorized and directed to enter into a credit enhancement agreement between the City and the developer of the project to be located in the Saco-Lowell District, on terms as described in the Saco-Lowell Development Program and any other negotiated agreements between the City and the Developer.

Dated: December 15, 2020

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

Motion by Councilor McCurry, seconded by Councilor Lessard to table the order until a credit enhancement agreement has been submitted.

Vote to table: Unanimous.

Dated: January 7, 2021

Motion by Councilor Belanger, seconded by Councilor Emhiser to remove the order from the table.

Vote: 7/2; Councilors McCurry and Ready opposed.

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

Motion to remove from table carries.

Vote on order: 4/5; Councilors McCurry, Quattrone, Ready, Ortiz and Lessard opposed.

Councilors Emhiser, St. Cyr, Clearwater and Belanger in favor.

Motion fails.



Biddeford City Council

Meeting Date: January 5, 2020

Meeting Time: 6:00

Agenda Item No:

Item Description: **Saco-Lowell Municipal Development and Tax Increment Financing District, Credit Enhancement Agreement and revised order**

Submitted by: Mathew Eddy, Director, Planning and Development

Supporting Information/Documentation:

- 10th Amendment to the Rte. 111-Mill Redevelopment Municipal Development and Tax Increment Financing (TIF) District: https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/762518/12-15-2020_TIF_Amendment_New_TIF_Public_Hearing_Notice.pdf
- https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/721558/10-20-2020_Saco-Lowell_Building_Terms_Agreement-MEMO.pdf
- Signed JDA (attached to agenda)
- Saco-Lowell Municipal Development and Tax increment Financing District Maine DECD TIF application
- Saco Lowell CEA Order; Saco Lowell CEA Order (attached to agenda; redline attached below)
- Saco Lowell CEA (attached to agenda)

Key Terms:

- Route 111/Mill Redevelopment Tax Increment Financing (TIF) District: TIF district serving the downtown and Mill area.
- Credit Enhancement: TIF agreement to return new tax dollars created through the redevelopment of a property. The credit enhancement is used to support the financing and redevelopment costs of a chosen property.
- Captured Assessed Value: the amount of new value created through development and sheltered from state and county assessments.

Executive Summary:

The Saco Lowell TIF application to Maine Department of Economic and Development (DECD) builds on the Joint Development Agreement to support the redevelopment of the Saco-Lowell building at 59 Elm Street. The amendments to the Route 111 TIF now referred to as the *Rte 111-Mill Redevelopment Transit-Oriented Municipal Development and Tax Increment Financing* were approved at the December 15 meeting. This action removed the Saco Lowell building at 59 Elm Street from the Route 111 district, permitting the City to establish a separate Saco Lowell

TIF District to support the redevelopment of the structure at 59 Elm Street. The public hearing for the new TIF District was also held on December 15, then tabled for further consideration.

The revised order incorporates the Saco Lowell Credit Enhancement Agreement, which draws the requirements of the approved and signed JDA into a formal CEA, incorporating the CEA into the Saco Lowell TIF District order. The CEA is attached as part of the agenda.

Detailed Review:

Port Property, the developers of Riverdam, closed and purchased the Saco Lowell Building at 59 Elm Street on December 23, 2020. The reconstruction of the building is proposed to increase the present assessed value of the structure of \$534,700 to \$14 million, creating \$13.4 million of new captured assessed value. To support the project, The City JDA calls for a Credit Enhancement Agreement with the following schedule:

- (a) Years 1-5: 85% reimbursement to TWC; 15% to the City;
- (b) Years 6-10: 75% reimbursement to TWC; 25% to the City; and
- (c) Years 11-20: 50% reimbursement to TWC; 50% to the City.

The schedule goes out 20 years, starting in the year an occupancy permit is granted. Additional conditions of the JDA incorporated directly into the CEA include:

- 2 and 3-year construction commitments by the developer required for the credit enhancement to take effect.
- Provisions to correct ownership of a 10-foot right of way belonging to the owner of 59 Elm Street in favor of the City.
- Constructing the Riverwalk pathway from the railroad underpass, up Gooch Street, to its intersection with Elm Street, and to grant easements for any further “Riverwalk” improvements and extensions beyond that pathway (at the expense of the City).
- Reservation on adjacent land (the next phase of the project) for future transportation connections.
- General directions in the CEA to refer back to the JDA for any further clarifications or guidance on developer and City Obligations.

Funding Source:

Tif financing through the new “Route 111/Mill Redevelopment TIF” and the Saco Lowell TIF.

Staff Recommendation:

Recommend approval.

Proposed Order: See agenda attachment and redline version below.

CITY OF BIDDEFORD CITY COUNCIL ORDER

Saco-Lowell Municipal Development and Tax Increment Financing District

WHEREAS, the City is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate the Saco-Lowell Municipal Development and Tax Increment Financing District (the "Saco-Lowell District," and together with the Rte 111-Mill District, the "Districts") and the Development Program (the "Saco-Lowell Development Program," and together with the Rte 111-Mill Development Program, the "Development Programs") for the Saco-Lowell District; and

WHEREAS, there is a need for economic development in the City of Biddeford, in the surrounding region, and in the State of Maine; and

WHEREAS, there is a need to improve and broaden the tax base of the City of Biddeford; and to improve the general economy of the City of Biddeford and the surrounding region; and

WHEREAS, implementation of the Development Programs will help to improve and broaden the tax base in the City of Biddeford and improve the economy of the City of Biddeford and the region by attracting business development to the Districts; and

WHEREAS, there is a need to implement continued economic development initiatives in the Districts through the Development Programs in accordance with the provision of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended; and

WHEREAS, it is expected that approval will be obtained from the State of Maine Department of Economic and Community Development (the "Department"), approving the *Tenth Amendment to the Rte 111-Mill Redevelopment Transit-Oriented Municipal Development and Tax Increment Financing District* and the Rte 111-Mill Development Program related thereto and approving the *Saco-Lowell Municipal Development and Tax Increment Financing District* and the Saco-Lowell Development Program related thereto;

ORDERED AS FOLLOWS:

Section 1. The City of Biddeford hereby designates the Saco-Lowell District and adopts the associated Saco-Lowell Development Program for the Saco-Lowell District; such designation and adoption to be pursuant to the following findings, terms, and provisions:

Section 2. The City Council hereby finds and determines that:

- a. At least twenty-five percent (25%), by area, of the real property within the Saco-Lowell District, as hereinafter designated, is suitable for commercial uses; and
- b. The total area of the Saco-Lowell District does not exceed two percent (2%) of the total acreage of the City, and the total area of all existing and proposed development districts within the City (including the Saco-Lowell District) does not exceed five percent (5%) of the total acreage of the City; and
- c. The original assessed value of all existing and proposed tax increment financing districts (including the Saco-Lowell District) does not exceed five percent (5%) of the total value of equalized taxable property within the City as of April 1, 2020; and
- d. The Saco-Lowell District and pursuit of the Saco-Lowell Development Program will make a contribution to the economic growth and well-being of the City of Biddeford and the surrounding region, and will contribute to the betterment of the health, welfare and safety of the inhabitants of the City of Biddeford, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose. The City has considered all evidence, if any, presented to it with regard to any adverse economic effect on or detriment to any existing business and has found and determined that such adverse economic effect on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the Saco-Lowell District and Saco-Lowell Development Program.

Section 3. Pursuant to the provisions of 30-A M.R.S.A. § 5227, the percentage of increased assessed value to be retained as captured assessed value in accordance with the Saco-Lowell Development Program is hereby established as set forth in the Saco-Lowell Development Program.

Section 4. The City Manager, or his duly appointed representative, is hereby authorized, empowered and directed to submit the proposed Saco-Lowell Development Program for the Saco-Lowell District to the State of Maine Department of Economic and Community Development for review and approval pursuant to the requirements of 30-A M.R.S.A. § 5226.

Section 5. The foregoing designation of the Saco-Lowell District and adoption of the Saco-Lowell Development Program for the Saco-Lowell District shall automatically become final and shall take full force and effect upon receipt by the City of approval by the State of Maine Department of Economic and Community Development, without requirement of further action by the City, the City Council, or any other party.

Section 6. The City Manager, or his duly appointed representative, is hereby authorized and empowered, at his discretion, from time to time, to make such revisions to the Saco-Lowell District and Saco-Lowell Development Program as the City Manager may deem reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the State of Maine Department of Economic and Community Development, or for any other reason, so long as such revisions are not

inconsistent with these resolutions or the basic structure and intent of the Saco-Lowell Development Program.

Section 7. The City Manager, in the name and on behalf of the City, is hereby authorized and directed to enter into a credit enhancement agreement between the City and the developer of the project to be located in the Saco-Lowell District, in substantially the form as presented to the Council and on terms as described in the Saco-Lowell Development Program and any other negotiated agreements between the City and the Developer.

Dated: January 5, 2021

CREDIT ENHANCEMENT AGREEMENT
Between

THE CITY OF BIDDEFORD, MAINE

and

SACO-LOWELL LLC

and

RIVER LOT LLC

DATED:

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Exhibit A. Joint Development Agreement

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 20____ between the City of Biddeford, Maine (the “City”), a municipal corporation and political subdivision of the State of Maine, Saco-Lowell LLC (“Saco-Lowell”), a Maine limited liability company, and River Lot LLC (“River Lot”), a Maine limited liability company. Saco-Lowell and River Lot are sometimes referred to in this Agreement individually as a “Developer” and collectively as the “Developers.”

WITNESSETH THAT

WHEREAS, the City designated the Riverdam Municipal Development and Tax Increment Financing District (the “District”) pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the City Council at a meeting of the City Council held on January 5, 2021 (the “Vote”) and pursuant to the same Vote adopted a development program for the District (the “Development Program”); and

WHEREAS, the City received the approval of the District and the Development Program from the Maine Department of Economic and Community Development on _____, 2021; and

WHEREAS, during the Vote, the City Council also authorized the execution of a credit enhancement agreement with the Developers as contemplated by the Development Program in the name of and on behalf of the City; and

WHEREAS, the City and the Developers desire and intend that this Credit Enhancement Agreement be and constitute the credit enhancement agreement contemplated by and described in the Development Program.

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

ARTICLE I DEFINITIONS

Section 1.1. Definitions.

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

“Act” means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

“Agreement” of “Credit Enhancement Agreement” shall mean this Credit Enhancement Agreement between the City and the Developers dated as of the date set forth above, as such may be amended from time to time.

“City” shall have the meaning given such term in the first paragraph hereto.

“Commissioner” shall mean the Commissioner of the Maine Department of Economic and Community Development.

“Department” shall mean the Maine Department of Economic and Community Development.

“Developers’ Project Cost Subaccounts” means the Saco-Lower Project Cost Subaccount and the River Lot Project Cost Subaccount, collectively. The Developers’ Project Cost Subaccounts are sometimes referred to individually as the “Developer’s Project Cost Subaccount.”

“Developers’ Properties” mean the Saco-Lowell Property and the River Lot Property, collectively. The Developers’ Properties are sometimes referred to individually as the “Developer’s Property.”

“Development Program” shall have the meaning given such term in the recitals hereto.

“Development Program Fund” means the Development Program Fund described in the Financial Plan section of the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A. § 5227(3)(A). The Development Program Fund shall consist of a Project Cost Account with subaccounts, which shall include the Developers’ Project Cost Subaccounts.

“District” shall have the meaning given such term in the first recital hereto, which is more specifically comprised of approximately 3.54 acres of real property.

“Effective Date of the Development Program” means _____, 2021, the date of final approval of the Development Program by the Commissioner pursuant to the Act.

“Financial Plan” means the financial plan described in the “Financial Plan” Section of the Development Program.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the City may from time to time establish.

“Project” means the re-development of the Saco-Lowell building by Saco-Lowell.

“Project Cost Account” means the project cost account described in the Financial Plan Section of the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5227(3)(A)(1) and Article II hereof.

“Property Taxes” means any and all *ad valorem* property taxes levied, charged or assessed against the Developers’ Properties located in the District by the City, or on its behalf.

“River Lot Captured Assessed Value” means the amount, stated as a percentage, of the River Lot Increased Assessed Value of the River Lot Property that is retained in the District in each Tax Year during the term of the District, as specified in Section 2.3 hereof.

“River Lot Current Assessed Value” means the then-current assessed value of the River Lot Property located in the District as determined by the City Tax Assessor as of April 1 of each Tax Year during the term of this Agreement.

“River Lot Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the River Lot Current Assessed Value for such year exceeds the River Lot Original Assessed Value. If the River Lot Current Assessed Value is less than or equal to the River Lot Original Assessed Value in any given Tax Year, there is no River Lot Increased Assessed Value in that year.

“River Lot Original Assessed Value” means _____ (\$_____), the taxable assessed value of the River Lot Property as of March 31, 2020 (April 1, 2019).

“River Lot Project Cost Subaccount” means that portion of the Project Cost Account of the Development Program Fund set aside for River Lot as described in the Financial Plan Section of the Development Program and established and maintained pursuant to Article II hereof.

“River Lot Property” means the taxable real property located in the District and taxable to River Lot and/or its parent or any affiliated entities of River Lot or its parent or any successor or assign of any of the foregoing. The River Lot Property expressly does not include any taxable real or personal property now or later located within the District but not taxable to River Lot, its parent, and/or any affiliated entities of River Lot or its parent or any successor or assign of the foregoing.

“Saco-Lowell Lot Captured Assessed Value” means the amount, stated as a percentage, of the Saco-Lowell Lot Increased Assessed Value of the Saco-Lowell Lot Property that is retained in the District in each Tax Year during the term of the District, as specified in Section 2.3 hereof.

“Saco-Lowell Current Assessed Value” means the then-current assessed value of the Saco-Lowell Lot Property located in the District as determined by the City Tax Assessor as of April 1 of each Tax Year during the term of this Agreement.

“Saco-Lowell Lot Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Saco-Lowell Lot Current Assessed Value for such year exceeds the Saco-Lowell Lot Original Assessed Value. If the Saco-Lowell Lot Current Assessed Value is less than or equal to the Saco-Lowell Lot Original Assessed Value in any given Tax Year, there is no Saco-Lowell Lot Increased Assessed Value in that year.

“Saco-Lowell Lot Original Assessed Value” means _____ (\$_____), the taxable assessed value of the Saco-Lowell Lot Property as of March 31, 2020 (April 1, 2019).

“Saco-Lowell Project Cost Subaccount” means that portion of the Project Cost Account of the Development Program Fund set aside for Saco-Lowell as described in the Financial Plan Section of the Development Program and established and maintained pursuant to Article II hereof.

“Saco-Lowell Property” means the taxable real property located in the District and taxable to Saco-Lowell and/or its parent or any affiliated entities of Saco-Lowell or its parent or any successor or assign of any of the foregoing. The Saco-Lowell Property expressly does not include

any taxable real or personal property now or later located within the District but not taxable to Saco-Lowell, its parent, and/or any affiliated entities of Saco-Lowell or its parent or any successor or assign of the foregoing.

“State” means the State of Maine.

“Tax Increment Revenues” means that portion of all real property taxes assessed and paid to the City in any Tax Year, in excess of any state, or special district tax, upon the Captured Assessed Values.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by the City are due and payable from owners of property located within the City, or are actually paid to the City with respect to taxable property located within the District.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. § 5222(18), as amended, to wit: April 1 to March 31.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II

AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date of the Development Program, the City shall create and establish a segregated fund in the name of the City designated as the “Saco-Lowell Municipal Development and Tax Increment Financing District Program Fund” (hereinafter the “Development Program Fund”) pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5227(3). The Development Program Fund shall consist of a Project Cost Account that is pledged to and charged with the payment of project costs as outlined in the Financial Plan of the Development Program and as provided in 30-A M.R.S.A. § 5227(3)(A)(1). The Project Cost Account shall also contain two subaccounts designated as the “Saco-Lowell Project Cost Subaccount” and the “River Lot Project Cost Subaccount,” as well as a subaccount for the City designated as the “City Project Cost Subaccount.” The Development Program Fund is pledged to and charged with the payment of costs in the manner and priority provided in 30-A M.R.S.A. § 5227(3)(B) and as set forth in Section 3.1(b) below.

Section 2.2. Liens.

The City shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Developers’ Project Cost Subaccounts described in Section 2.1 hereof or any funds therein, other than the interest in favor of the Developers hereunder in and to the amounts on deposit; provided, however, that nothing herein shall prohibit the creation of property tax liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.

(a) Each year during the term of this Agreement, commencing in the Fiscal Year during which the March 31st falls by which date Saco-Lowell receives a Certificate of Occupancy for the Project (for example, if a Certificate of Occupancy is received by March 31, 2022, then the term of this Agreement begins on July 1, 2021), and continuing for a period of twenty (20) years or until the end of the original term of the District whichever is earlier (the “CEA Years”), the City shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to one hundred percent (100%) of that portion of the property tax payments constituting Tax Increment Revenues. The City shall then allocate the Tax Increment Revenues so deposited in the Development Program Fund to the Developers’ Project Cost Subaccounts and the City Project Cost Subaccount as follows:

CEA Years	Percentage of Tax Increment Revenues Deposited into the Respective Developers’ Project Cost Subaccounts	Percentage of Tax Increment Revenues Deposited into the City Project Cost Subaccount

CEA Years 1 – 5	85%	15%
CEA Years 6 – 10	75%	25%
CEA Years 11 – 20	50%	50%

(b) Notwithstanding anything to the contrary contained herein, the City’s obligations under this Credit Enhancement Agreement are conditioned upon Saco-Lowell and/or its affiliates agreeing to file applications for a site plan approval for the Project and for the re-development of the adjacent property located at 20 and 30 Gooch Street (the “Gooch Street Property”) within three (3) years from the date of execution of the Joint Development Agreement (the “JDA”) by and between Saco-Lowell LLC, River Lot LLC and the City of Biddeford, Maine dated _____ or this Credit Enhancement Agreement, whichever is earlier. In addition, Saco-Lowell and/or its affiliates agree to complete construction of the Project and the redevelopment of the Gooch Street Property within two (2) years of receiving final City approval for each of the Project and Gooch Street Property re-development projects. In the event that Saco-Lowell and/or its affiliates fail to comply with the obligations identified in this Section 2.3(b), this Credit Enhancement Agreement shall terminate and the City shall have no further obligations hereunder, it being the intent hereof, however, that so long as Saco-Lowell and/or its affiliate file applications for a site plan approval for the Project and the re-development of the Gooch Street Property within said three (3) year period and complete the proposed redevelopment projects within two (2) years of receiving final City approval for each such project, then Saco-Lowell and/or its affiliates shall be deemed to have satisfied its obligations under this paragraph and the City shall have no right to terminate this Credit Enhancement Agreement pursuant to the terms and conditions of this paragraph. For the avoidance of doubt, Saco-Lowell, River Lot and/or their affiliates agree to not request a credit enhancement agreement for the re-development of the Gooch Street Property.

(c) The Developers agree to construct a pedestrian pathway on the Saco-Lowell Property or River Lot Property that will connect with the Riverwalk, which pathway will extend from Elm Street to the existing railroad underpass located adjacent to the Saco-Lowell Property and River Lot Property, with the exact location of such pathway to be determined by the Developers, in their reasonable discretion, but subject to the City’s consent, which consent shall not be unreasonably withheld or delayed. The Developers further agree to continue to work with the City to meet other mutual development goals for the construction of improvements around the Project, including the completion of housing and commercial development within the City’s so-called “Mill District” area. In connection with the foregoing, the Developers agree to work with the City to convey, or have its affiliate convey, that certain ten foot (10’) right of way known as “Yard Drive” located on Pearl Street which conveyance, however, would be subject to: (i) the Developers and/or their affiliates retaining rights to travel over said “Yard Drive,” as determined by Developers in their sole but reasonable discretion (said retained rights shall not include the right to park on Yard Drive); and (ii) the Developers and/or their affiliates reaching an agreement with the City in which the City will make parking available at market rates on City property located at the end of Gooch Street near the existing railroad underpass for future development projects on Gooch Street. The Developers and the City recognize and agree that the City intends to accept a public way integrating said Yard Drive into the public way. Upon the City’s acceptance of said public way, the Developers agree that its private easement rights over said Yard Drive shall terminate.

The Developers also agree to reserve to the City: (a) the right, at the City's cost and expense and at no cost and expense to the Developers, to connect its newly constructed Pearl Street parking garage to the parking area adjacent to the Project by means of a pedestrian passageway over the existing railroad tracks; and (b) the right, at the City's cost and expense and at no cost and expense to the Developers, to construct a facility that will supplement the City's future parking garage transportation hub (the "City's Reserved Improvement Rights"), provided, however, that it is hereby agreed and acknowledged that the location, grade and height of such improvements shall be determined by the Developers subject to the City's consent which consent shall not be unreasonably withheld or delayed and, in all cases, the City shall be responsible for all costs and expenses of the completion of such proposed improvements and such improvements shall not obstruct any parking areas located on the Project property, nor shall such improvements otherwise interfere with the Developers' ongoing operations at the Project property. Upon the City's notice to the Developers of its intention to exercise the City's Reserved Improvement Rights, the Developers and the City shall execute a separate easement agreement to memorialize the agreed upon size, dimensions and location of the improvements to be constructed by the City (the "City's Reserved Easement"). The City's Reserved Easement shall at a minimum contain the terms and conditions outlined in the JDA.

To the extent there are additional obligations, rights and remedies identified within the JDA that relate to this Credit Enhancement Agreement, such provisions of the JDA are considered to be incorporated herein with full force and effect, attached hereto as **Exhibit A**. Notwithstanding the default and remedies within this Agreement, the agreements made by the Developers contained within this Section 2.3(c) are subject to the following breach terms. (i) The City shall provide notice to the Developer or Developers of a breach in writing, identifying in detail the nature of the alleged breach and a requested remedy for the same. A breach shall be cured if remedied within thirty (30) days of receipt of such notice, or such other time as mutually agreed upon by the City and the Developer or Developers. (ii) If a breach is not cured as set forth above, the City may bring an action, in law or in equity, to enforce these obligations or for damages, or both. (iii) If a breach is not cured as set forth above, the City by action of the City Council at a regularly scheduled City Council meeting may terminate this Credit Enhancement Agreement and the City shall have no further obligations under the Credit Enhancement Agreement.

(d) Notwithstanding anything to the contrary contained herein, the City shall have the authority to decide to discontinue all or a portion of the City Project Cost Subaccount deposits and instead make those deposits to the City's general fund without further action or consents required by the Developers.

Section 2.4. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in Developers' Project Cost Subaccounts shall in all cases be used and applied to fund fully the City's payment obligations to the Developers as described in Articles II and III hereof.

Section 2.5. Monies Held in Segregated Account.

All monies required to be deposited with or paid into Developers' Project Cost Subaccounts under the provisions hereof and the provisions of the Development Program, and any investment earnings thereon, shall be held by the City for the benefit of the Developers.

**ARTICLE III
PAYMENT OBLIGATIONS**

Section 3.1. Payments to the Developers.

(a) The City agrees to pay each of the Developers, within thirty (30) days following the Tax Payment Date, all amounts then on deposit in the respective Developers' Project Cost Subaccounts.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against either of the Developers' Properties remain unpaid, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Values; and second, shall constitute payment of Property Taxes with respect to Increased Assessed Values, to be applied first to payment in full of the amount to be deposited in the Development Program Fund for the City's use or to the general fund for the year concerned in accordance with Section 2.3; and third, to payment of the Developer's share of the Tax Increment Revenues for the year concerned, to be deposited into the Developer's Project Cost Subaccount. In any case where a portion of the property taxes assessed against either of the Developers' Properties remains unpaid for any reason other than a bona fide valuation dispute, no payment of the Developer's share of the Tax Increment Revenues for the year concerned will be deposited into the Developer's Project Cost Subaccount until such property taxes assessed against that Developer's Property are paid in full.

Section 3.2. Failure to Make Payment.

(a) In the event the City should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into a Developer's Project Cost Subaccount is insufficient to reimburse the Developer for the full amount due to that Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. The Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation to deposit Tax Increment Revenues to the Developer's Project Cost Subaccount and its obligation to make payment out of the Developer's Project Cost Subaccount to the Developer.

(b) Any payment from the City to either of the Developers not paid within thirty (30) days following the Tax Payment Date, as specified in Section 3.1 above, shall be subject to payment of interest to the applicable Developer by the City at the same rate applicable to refunds of abated property taxes. The provision in this section 3.2(b) of an interest rate on late payments

by the City shall not limit the Developers' right under section 5.2 below to collect or require immediate payment of past due City payments.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to the Developers at the addresses specified in Section 8.7 hereof in the manner provided hereinabove for the Developers' own respective use and benefit by check drawn on the City.

Section 3.4. Obligations Unconditional.

Subject to compliance with the terms and conditions of this Agreement, the obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the City shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal.

Section 3.5. Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from Tax Increment Revenues pledged therefor under this Agreement. The City's obligations of deposit and payment hereunder to each respective Developer shall be considered independent of one another. Such obligations do not create a right or cause of action by one Developer when such obligations relate to the other Developer. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to each of the Developers hereunder, whether or not actually deposited into the respective Developers' Project Cost Subaccounts in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the City, the State of Maine, or any other City or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of and Grant of Security Interest in Developers' Project Cost Subaccounts.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to Saco-Lowell by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a

security interest in and pledge Saco-Lowell Project Cost Subaccount described in Section 2.1 hereof and all sums of money and other securities and investments therein to Saco-Lowell.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to River Lot by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge River Lot Project Cost Subaccount described in Section 2.1 hereof and all sums of money and other securities and investments therein to River Lot.

Section 4.2. Perfection of Interest.

(a) To the extent deemed necessary or desirable by Saco Lowell, the City will at such time and from time to time as reasonably requested by Saco Lowell establish the Saco Lowell Project Cost Subaccount described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by Saco Lowell so as to perfect Saco Lowell's interest therein. The cost of establishing and monitoring such funds (including the cost of counsel to the City with respect thereto) shall be borne exclusively by Saco Lowell. In the event such a fund is established under the control of a trustee or fiduciary, the City shall cooperate with Saco Lowell in causing appropriate financing statements and continuation statements naming Saco Lowell as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(b) In the event Saco Lowell requires the establishment of a segregated fund in accordance with this Section 4.2, the City's responsibility shall be expressly limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by Saco Lowell. The City shall have no liability for payment over of the funds concerned to Saco Lowell by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary. Notwithstanding any change in the identity of Saco Lowell's designated escrow agent, trustee or other fiduciary, the City shall have no liability for mis delivery of funds if delivered in accordance with Saco Lowell's most recent written designation or instructions actually received by the City.

(c) To the extent deemed necessary or desirable by River Lot, the City will at such time and from time to time as reasonably requested by River Lot establish the River Lot Project Cost Subaccount described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by River Lot so as to perfect River Lot's interest therein. The cost of establishing and monitoring such funds (including the cost of counsel to the City with respect thereto) shall be borne exclusively by River Lot. In the event such a fund is established under the control of a trustee or fiduciary, the City shall cooperate with River Lot in causing appropriate financing statements and continuation statements naming River Lot as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable

jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(d) In the event River Lot requires the establishment of a segregated fund in accordance with this Section 4.2, the City's responsibility shall be expressly limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by River Lot. The City shall have no liability for payment over of the funds concerned to River Lot by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary. Notwithstanding any change in the identity of River Lot's designated escrow agent, trustee or other fiduciary, the City shall have no liability for mis delivery of funds if delivered in accordance with River Lot's most recent written designation or instructions actually received by the City.

Section 4.3. Further Instruments.

The City shall, upon the reasonable request of either Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City; and provided further that the cost of executing and delivering such further instruments (including the reasonable and related costs of counsel to the City with respect thereto) shall be borne exclusively by the applicable Developer.

Section 4.4. No Disposition of the Developers' Project Cost Subaccounts.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Developers' Project Cost Subaccounts and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records and documents in the possession of either of the parties to this Agreement relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into Developers' Project Cost Subaccounts shall at all reasonable times and upon reasonable notice be open to inspection by both parties to this Agreement, and the agents and employees of the parties to this Agreement.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default":

(a) Any failure by the City to pay any amounts due to either of the Developers when the same shall become due and payable;

(b) Any failure by the City to make deposits into Developers' Project Cost Subaccounts as and when due;

(c) Any failure by the City or a Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or a Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof;

(d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of a Developer's affairs shall have been entered against the applicable Developer or the applicable Developer shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the applicable Developer or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the applicable Developer or the failure by the applicable Developer to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the applicable Developer.

Section 5.2. Remedies on Default.

Subject to the provisions contained in Section 8.13, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder. No remedies shall be available to a Developer with respect to default unrelated to the City's deposit, payment or performance obligations not impacting that particular Developer.

Section 5.3. Remedies Cumulative.

Subject to the provisions of Section 8.13 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the

right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

ARTICLE VI

EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term.

This Agreement shall remain in full force from the Effective Date of the Development Program and shall expire upon the termination of the District term unless sooner terminated pursuant to Section 3.4 or any other applicable provision of this Agreement.

Section 6.2. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and the Developers shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII

ASSIGNMENT AND PLEDGE OF DEVELOPERS' INTERESTS

Section 7.1. Consent to Pledge and/or Assignment.

The City hereby acknowledges that the Developers may from time to time pledge and assign its right, title and interest in, to and under this Agreement as collateral for any financing of the Project in the District secured by a mortgage of the Developer's properties within the District, although no obligation is hereby imposed on either of the Developers to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of all Developers' right, title and interest in, to and under this Agreement and in, and to the payments to be made to either Developer hereunder, to third parties as collateral or security for financing such development, on one or more occasions during the term hereof. The City agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by such prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder. The City agrees to execute and deliver any other documentation as shall confirm to such pledgee or assignee the position of such assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to such pledgee or assignee such rights and/or remedies as either Developer or such pledgee or assignee may reasonably deem necessary for the establishment, perfection and protection of its interest herein. The respective Developer shall be responsible for the City's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

Section 7.2. Pledge, Assignment or Security Interest.

Except as provided in Section 7.1 hereof, neither of the Developers shall transfer or assign any portion of their rights in, to and under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the City or the Developers, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and the Developers any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and the Developers.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials of the City.

(a) No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity, and neither the City Council nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of the Developers contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of the Developers in his or her individual capacity, and no official, officer, employee or agent of the Developers shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Notices.

All notices, certificates, requests, requisitions or other communications by the City or the Developers pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the City:

City of Biddeford
205 Main Street
Biddeford, Maine 04005
Attention: City Manager

If to Saco-Lowell:

c/o Port Property Management, Inc.
82 HanoverStreet, Suite 5
Portland, ME 04101

If to River Lot:

c/o Port Property Management, Inc.
82 HanoverStreet, Suite 5
Portland, ME 04101

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments.

This Agreement may be amended only with the concurring written consent of the parties hereto. Section 2.3 may be amended by the City upon approval from the Commissioner without consent from the Developers as long as any change in the percentage of the Increased Assessed Value retained as Captured Assessed Value in the District pursuant to Section 2.3(a) does not affect the amount of Tax Increment Revenues transferred to the Developers' Project Cost Subaccounts of the Project Cost Account pursuant to Section 2.3(a). In the unlikely event that the Department or the State of Maine prevents the City from capturing Increased Assessed Value and/or spending Tax Increment Revenues in a manner consistent with the provisions of this Agreement or the

Development Program, to the extent possible the percentages of Property Taxes paid on Increased Assessed Values listed in Section 2.3(a) hereof, and the payment obligations related thereto, shall be reduced pro rata based for the applicable Tax Year.

Section 8.9. Reserved.

Section 8.10. Benefit of Assignees or Pledgees.

The City agrees that this Agreement is executed in part to induce assignees or pledgees to provide financing for improvements by or on behalf of Developers within the District and accordingly all covenants and agreements on the part of the City as to the amounts payable hereunder as hereby declared to be for the benefit of any such assignee or pledgee from time to time of Developers' right, title and interest herein.

Section 8.11. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and the Developers relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Reserved.

Section 8.13. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, then either party may refer the dispute for resolution by one arbitrator mutually agreed to by the parties, and judgment on the award rendered by the arbitrator may be entered in any Maine state court having jurisdiction. Any such arbitration will take place in Biddeford, Maine or such other location as mutually agreed by the parties. The parties acknowledge that arbitration shall be the sole mechanism for dispute resolution under this Agreement. In the event the parties are unable to agree, within a reasonable period, on the selection of an arbitrator, each party shall appoint a neutral and the selected neutrals shall be charged with selecting an arbitrator. Provided however, that in the event the selection of an arbitrator by the parties and through neutrals fails, either party may file suit to resolve the dispute in any court having jurisdiction within the State of Maine. This arbitration clause shall not bar the City's assessment or collection of property taxes in accord with law, including by judicial proceedings, including tax lien thereof.

Section 8.14. Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the City, by entering into this Agreement, is not excusing any non-payment of taxes by the Developers. Without limiting the foregoing, the City and the Developers shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on the respective Developer's

property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The City and the Developers hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party or be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to the applicable Developer's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

IN WITNESS WHEREOF, the City and the Developers have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

CITY OF BIDDEFORD

By:_____

Name: James A. Bennett

Its City Manager, Duly Authorized by the City
Council at its meeting on January 5, 2021

WITNESS:

SACO-LOWELL LLC

BY: Tom Watson & Co., LLC

By:_____

John Laliberte, its Vice President

WITNESS:

RIVER LOT LLC

BY: Tom Watson & Co., LLC

_____ By:_____

John Laliberte, Its Vice President

EXHIBIT A
Joint Development Agreement



JDA-fully executed
version all signatures.

2020.119 CITY OF BIDDEFORD CITY COUNCIL ORDER...DECEMBER 15, 2020

Saco-Lowell Municipal Development and Tax Increment Financing District

WHEREAS, the City is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate the **Saco-Lowell Municipal Development and Tax Increment Financing District** (the “Saco-Lowell District,” and together with the Rte 111-Mill District, the “Districts”) and the Development Program (the “Saco-Lowell Development Program,” and together with the Rte 111-Mill Development Program, the “Development Programs”) for the Saco-Lowell District; and

WHEREAS, there is a need for economic development in the City of Biddeford, in the surrounding region, and in the State of Maine; and

WHEREAS, there is a need to improve and broaden the tax base of the City of Biddeford; and to improve the general economy of the City of Biddeford and the surrounding region; and

WHEREAS, implementation of the Development Programs will help to improve and broaden the tax base in the City of Biddeford and improve the economy of the City of Biddeford and the region by attracting business development to the Districts; and

WHEREAS, there is a need to implement continued economic development initiatives in the Districts through the Development Programs in accordance with the provision of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended; and

WHEREAS, it is expected that approval will be obtained from the State of Maine Department of Economic and Community Development (the “Department”), approving the **Tenth Amendment to the Rte 111-Mill Redevelopment Transit-Oriented Municipal Development and Tax Increment Financing District** and the Rte 111-Mill Development Program related thereto and approving the **Saco-Lowell Municipal Development and Tax Increment Financing District** and the Saco-Lowell Development Program related thereto;

ORDERED AS FOLLOWS:

Section 1. The City of Biddeford hereby designates the Saco-Lowell District and adopts the associated Saco-Lowell Development Program for the Saco-Lowell District; such designation and adoption to be pursuant to the following findings, terms, and provisions:

Section 2. The City Council hereby finds and determines that:

- a. At least twenty-five percent (25%), by area, of the real property within the Saco-Lowell District, as hereinafter designated, is suitable for commercial uses; and
- b. The total area of the Saco-Lowell District does not exceed two percent (2%) of the total acreage of the City, and the total area of all existing and proposed development districts within the City (including the Saco-Lowell District) does not exceed five percent (5%) of the total acreage of the City; and
- c. The original assessed value of all existing and proposed tax increment financing districts (including the Saco-Lowell District) does not exceed five percent (5%) of the total value of equalized taxable property within the City as of April 1, 2020; and
- d. The Saco-Lowell District and pursuit of the Saco-Lowell Development Program will make a contribution to the economic growth and well-being of the City of Biddeford and the surrounding region, and will contribute to the betterment of the health, welfare and safety of the inhabitants of the City of Biddeford,

EXHIBIT G
CITY COUNCIL ORDER

including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose. The City has considered all evidence, if any, presented to it with regard to any adverse economic effect on or detriment to any existing business and has found and determined that such adverse economic effect on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the Saco-Lowell District and Saco-Lowell Development Program.

Section 3. Pursuant to the provisions of 30-A M.R.S.A. § 5227, the percentage of increased assessed value to be retained as captured assessed value in accordance with the Saco-Lowell Development Program is hereby established as set forth in the Saco-Lowell Development Program.

Section 4. The City Manager, or his duly appointed representative, is hereby authorized, empowered and directed to submit the proposed Saco-Lowell Development Program for the Saco-Lowell District to the State of Maine Department of Economic and Community Development for review and approval pursuant to the requirements of 30-A M.R.S.A. § 5226.

Section 5. The foregoing designation of the Saco-Lowell District and adoption of the Saco-Lowell Development Program for the Saco-Lowell District shall automatically become final and shall take full force and effect upon receipt by the City of approval by the State of Maine Department of Economic and Community Development, without requirement of further action by the City, the City Council, or any other party.

Section 6. The City Manager, or his duly appointed representative, is hereby authorized and empowered, at his discretion, from time to time, to make such revisions to the Saco-Lowell District and Saco-Lowell Development Program as the City Manager may deem reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the State of Maine Department of Economic and Community Development, or for any other reason, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Saco-Lowell Development Program.

Section 7. The City Manager, in the name and on behalf of the City, is hereby authorized and directed to enter into a credit enhancement agreement between the City and the developer of the project to be located in the Saco-Lowell District, in substantially the form as presented to the Council and on terms as described in the Saco-Lowell Development Program and any other negotiated agreements between the City and the Developer.

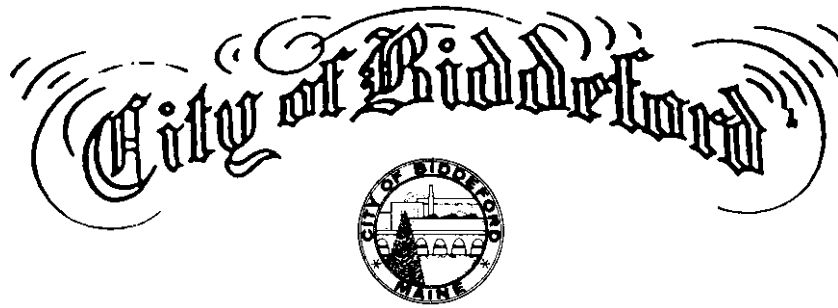
Dated: December 15, 2020

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

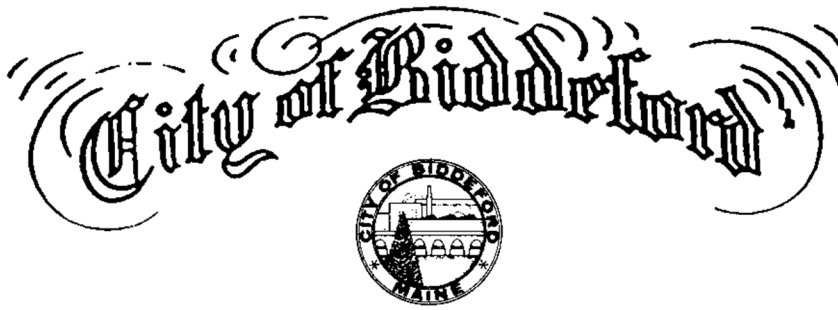
Motion by Councilor McCurry, seconded by Councilor Lessard to table the order until a credit enhancement agreement has been submitted.

Vote to table: Unanimous.

Dated: January 5, 2021



2021.8 **IN BOARD OF CITY COUNCIL...JANUARY 19, 2021**
BE IT ORDERED, that the City Council of the City of Biddeford does hereby advise the Planning Board of its endorsement of the proposed Contract Zone #20 located at 420 Alfred Street (Route 111) and known as the Five Points Shopping Center for a mixed use project that adds 190-unit multi-family units within the commercial center, as outlined in the applicant's letter to the City Planner dated January 13, 2021 and its attached "REQUEST FOR CONSIDERATION AND APPLICATION FOR CONTRACT ZONE PURSUANT TO ARTICLE V, SECTION 9 OF THE ZONING ORDINANCE OF THE CITY OF BIDDEFORD".



2020.115

IN BOARD OF CITY COUNCIL..DECEMBER 15, 2020

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

NOTE: For ease, **highlighted** text identifies text that has been changed (underline = added, ~~strike through~~ = deleted).

**Part III (Land Development Regulations), Article V (Establishment of Zones),
Section 2 (General description of zones and allowed uses):**

e. Industrial Zones

I-3: Is a gateway zone for a major entrance to the City, as such, appearance of structures and properties is a major consideration in the Planning Board's review process. Land use proposals in this area must meet more stringent design and landscaping standards; facades of new or rehabilitated structures shall be of brick or stone, other materials may be considered on a case-by-case basis; residential styled structures may be allowed on a case-by-case basis. The general zone allows **for a mix of land uses, a mixture of commercial and industrial uses.** Exterior storage and display is prohibited except on those parcels of land that abut Pomerleau Street but do not abut either Barra Road or Alfred street (Route 111). **Residential uses are not permitted on the ground floor or the first floor of any building or structure within 300 feet of Alfred Street (Route 111). Residential uses are also not permitted above off-street parking lots or facilities.**

B-2: These are highway-oriented **mixed use commercial** areas. **Residential development is prohibited from this zone. Residential uses are not permitted on the ground floor or the first floor of any building or structure within 300 feet of Route 1 (Elm Street). Residential uses are also not permitted above off-street parking lots or facilities.**

**Part III (Land Development Regulations), Article V (Establishment of Zones), Table
A (Table of Land Uses):**

KEY:

* Subject to Article VI, Performance Standards, of this ordinance.

P Permitted use.

- Not permitted.
- C Conditional use. See Article VII for specific standards.
- A Accessory use

	Article VI Section	I-3	B-2
Residential uses:			
Accessory dwelling unit* 27	78		
Accessory structure*	2	P	P
Boarding, rooming house*	10		
Bed-and-breakfast*	9		
Cluster development*	18		
Congregate housing*	19		
Duplex/2-family	24		
Home occupation*	38	C5	C5
Manufactured housing*			
Mobile home park*			
Multifamily dwelling*	47	P5	P5
Planned unit developments*	73		
Single-family dwelling 11	2		
Commercial uses:			
Adult business	3		C17
Amusement center*	5		C
Art gallery			
Art studio			
Auto body shops		C6	
Automobile graveyard, automobile recycling business, junkyard*	7		
Automobile repair, sales		C6	P6
Boat building, repair, marine services, sales, boat livery, marina, yacht club		C6	P6
Building materials retail sales		P	P
Carwash*	14	A6	C6
Commercial gardening, commercial greenhouse*	17		P
Commercial recreation*	18	C	C
Commercial school*	53	P	P
Drugstore/medical supply		P	P
Financial institution		P	P
Firewood processing*	33		

Fisheries processing, storage*	34		
Funeral parlor		P	P
Gasoline service station*	36	C6	P
Hotel/motel*	40	P	P
Indoor theater		P	P
Kennel, veterinary hospital*	42	P	P
Medical marijuana dispensaries		C23.6	
Medical marijuana growing facilities			
Neighborhood convenience store		P	P
Off-street loading and parking lot and facilities, commercial parking garage	49	A6	P9.6
Offices, business and professional*	52	P	P
Planned unit developments*	73		C
Publishing, printing		P	P
Restaurant*	56	P	P
Retail store		P	P
Sawmill*	33		
Services		P	P
Shopping center		C	C
Telecommunications facilities	71	C6	
Wholesale business		P	P
Industrial uses:			
Air transportation related use			
Air transportation dependent use*			
Airport	4		
Bulk oil terminal*	41		
Contractor's storage yard			
Demolition disposal*	23		
Experimental research and testing laboratory	29	C	C
Light manufacturing*	41	P6	C6
Light trucking dependent industry*	41	C6	C6
Manufacturing*	41	C6	
Planned unit developments*	73	C	
Resource recovery facility			
Recycling facilities	76		
Redemption centers			C6
Storage of bulk gaseous fuels*	41	P6	
Transportation facilities		C14.6	

Trucking, distribution terminal*		C6	C6
Warehousing and storage*	60	A	P
Self-storage facilities*	60	C	C25,26
Educational, institutional public uses:			
Addiction treatment facility 22			
Church, synagogue*			C
Civic, convention centers		C6	C6
Community centers, clubs		C	C
Day care center, adult	22	P	P
Day care home, adult	22		C
Day care home, children's	22		C
Day care center, children's	22	C	C
Essential services	27	C	C
Fire, police station		P	P
Group homes, hospice	19		P
Hospital*	39		
Municipal use	47.1	P	P
Museum, library		C	P
Nursing home*	39		
Public and private schools*	53		C
Public facility		P	P
Rehabilitation facility			
University/college*		C	
University uses*		C	
Water supply system		C	C
Outdoor, resource-based uses:			
Agriculture*	3, 31		
Agricultural products processing and storage*	3, 31		
Animal breeding or care	42		
Campground*	13		
Cemetery	14.1		
Extractive industry*	30		P2,6
Farm stands* 13	31		
Timber harvesting	64		
Golf course excluding miniature golf			
Parks and recreation*		P	P

5. Residential uses are not permitted on the ground floor or the first floor of any building or structure within 300 feet of Alfred Street (Route 111) or Elm Street (Route 1), are not permitted above off-street parking lots or facilities or other uses identified by Footnote 6 in Table A., and are not permitted on those properties within the Alfred Road Business Park as well as the following parcels or portions thereof: 3 Pomerleau Street (Tax Map 2, Lot 44), 17-19 Pomerleau Street (Tax Map 7, Lot 17-1), and 2 Pomerleau (Tax Map 17, Lot 4).
6. Not permitted below any residential uses.

December 15, 2020

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

Vote: All Opposed.

Motion fails.

January 7, 2021

Motion by Councilor Belanger, seconded by Councilor Clearwater to reconsider the previous motion.

Vote: 6/3; Councilors McCurry, Quattrone and Lessard opposed.

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

Motion to reconsider carries.

Motion by Councilor Belanger, seconded by Councilor Clearwater to table the ordinance amendment until the next meeting so that the Council can attain more information.

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

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

Motion to table carries.



Biddeford City Council

Meeting Date: December 15, 2020

Meeting Time: 6:00 PM

Agenda Item No: 2020.115

Item Description: Residential Uses in the Industrial-3 and B-2 Zone

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

Supporting Information/Documentation:

- See Attached Council Order.

Key Terms:

- **Mixed-Use (MU) Zoning:** The purpose of mixed-use zoning is to create opportunities within the City to provide for a compatible mix of land uses, including but not limited to, residential, retail, and offices. An MU zoning district is one that allows properties to be developed with a mix of non-residential and residential uses.

Executive Summary:

- The Planning and Development Department estimate that there is currently a waiting list of approximately 1,500 people/families looking for housing in the City).
- Recognizing this housing need, the City Council directed the Planning Board to develop an Ordinance that would allow multi-family residential land uses in the I-3 zones which reflects an existing built area of Biddeford.
- The Planning Board also considered the B-2 Zone in its review of this topic, as suggested by the City Council.
- Introducing residential uses in these zones would allow for a mixture of uses which can provide significant benefits such as:
 - Can help fill the identified need for residential uses in Biddeford in an existing, compact urban environment.
 - Creates a more traditional and complementary development environment that provides opportunities for people to live, work, and play in proximity.
 - Reduces infrastructure costs where existing infrastructure (sewer, water, roads, etc.) can serve new development in an already built environment;
 - Supports the economic viability of commercial uses by integrating residential uses into development programs. The residential development program in a mixed-use project allows for the residential component to support the commercial, allows for the shared use of parking and thus minimizing the need to create additional parking for separate uses, residents can economically support local businesses (i.e., shop there), and residents can also help serve the employment needs of nearby commercial uses.
 - Provides environmental benefits by facilitating growth in existing built areas around existing infrastructure and promoting a reduction in vehicle miles

traveled (VMT's) through accommodating transportation through walking, bicycling, and transit.

- The Planning Board developed Draft Ordinance Amendments related to the introduction of residential uses in the I-3 and B-2 Zone. Through discussions, the Planning Board believed that along the major corridors of the B-2 and I-3 commercial uses still dominate and that close to Route 111 or Route 1, the commercial character (ground floor) should remain. As such, it recommended no first floor (at grade) residential uses be permitted within 300' of either corridor.
- The Board also recommends residential uses not be located above off-street parking lots or facilities.
- Finally, the Planning also voted to exclude residential uses on those properties identified as being a part of the Alfred Road Business Park as well as the following properties identified as currently Tax Map 2, Lot 44; Tax Map 7, Lot 17-1; and Tax Map 17, Lot 4, or portions thereof. The following provides a graphical representation of those lots where residential uses would remain prohibited:



Detailed Review:

- See above.

Funding Source:

- N/A

Staff Recommendation:

Following a Public Hearing, the Planning Board voted unanimously to recommend the attached Ordinance Amendments pass at the City Council. Staff support this recommendation.



City Council

Meeting Date: January 12, 2021

Meeting Time: 6:30 PM

Agenda Item No. 6.e.

Item Description: Year I (2021) Implementation Plan for City's 5-Year Housing Goals & Strategies

Submitted by: Mat Eddy, Planning & Development Director/Gail Wilkerson, Housing Rehab Director

Supporting Information/Documentation: Year I (2021) Implementation Plan for City's 5-Year Housing Goals & Strategies (attached)

Key Terms:

Executive Summary: The 5-Year Housing Goals & Strategies agreed upon by the Council are incorporated in the attached Year I (2021) Implementation Plan. In beginning to implement the Plan, a high priority is the consideration of proposed zoning opportunities that could have an immediate impact on meeting the goals.

Detailed Review: An expansion of the **Density Bonus** ordinance, beyond the current MSRD2 footprint, and including an affordability requirement for the newly created rental units, is one proposal that could have a timely, positive effect. Another is the exploration of **potential zoning changes in a specific neighborhood** to support the creation of additional housing units. These changes could include a relaxation of minimum lot size, setbacks, and road frontage requirements, to name a few. A third proposal is **intentional marketing of the Accessory Dwelling Unit (ADU) Ordinance**.

Funding Source: Various, as in the attached Year I Implementation Plan

Staff Recommendation: Staff recommends that Council refer to the Planning Board the following specific proposals for zoning consideration:

1. As a continuing pilot, regarding the present Density Bonus for the MSRD2:
 - a. Amend by deleting considerations for the quality of improvements (market forces are addressing this); and
 - b. Replace quality by creating affordable rents between 40% and 80% of area median family income, with affordability to be maintained for 10 years.
2. As a pilot, target a specific residential zone in which to permit the addition of a unit when the lot density is within 80% of that required to add the unit. Examine other similar options.

Staff also would like to work with Communciations to actively promote the Accessory Dwelling Unit (ADU) provisions of the existing zoning ordinance. Our sense is that many in the community are unaware of this provision.

City Council 5-Year Housing Goals & Strategies:
Year I (2021) Implementation Plan

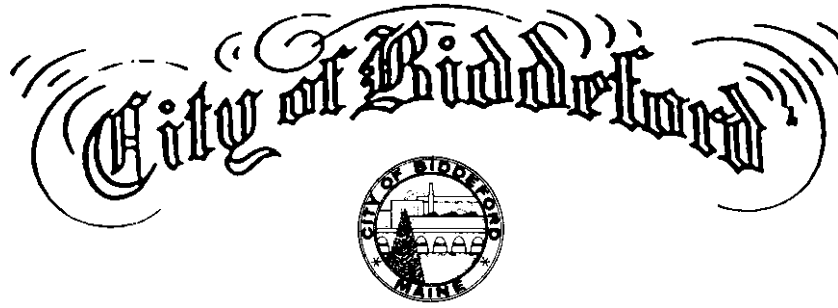
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Housing Goals & Strategies	Activities	Due	Status
1. Increase Homeownership from 48% to 51% <i>A. Create <u>200</u> 1st time Homeownerships for Families at 80-120% AMI</i>	I. Relax zoning to create affordable housing in Growth Area (i.e. density, min. lot size, setbacks, road frontage, height restrictions)	Q1	
	II. Encourage use of mixed commercial development for residential in Growth Area	Q1	
	III. Launch program for low/mod income families to owner-occupy 2/4-unit downtown property	Q1	
	IV. Support Cooperative Housing & similar homeownership models in City	Q2	
	V. Promote/partner with programs that build families' capacity for homeownership	Q3	
	VI. Prioritize use of appropriate City-owned property for affordable homeownership	Q3	
	VII. Establish a Housing Development Trust Fund to assist 1st Time Homeownership creation goals	Q4	
<i>B. Create <u>200</u> 'Next Homes' for Growing Families</i>	I. Relax zoning in Target neighborhoods to allow conversion of smaller homes into larger 'Next Homes'	Q1	
	II. Support multi-generational Next Home options via promotion of Accessory Dwelling Unit Ordinance	Q2	
	III. Explore Incentivizing the purchase of Next Homes via limited real estate tax forgiveness	Q2	

**City Council 5-Year Housing Goals & Strategies:
Year I (2021) Implementation Plan**

City Council – Item 6.e.
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Housing Goals & Strategies	Activities	Due	Status
2. Create and/or Preserve 90 affordable Rental Units/Year for 5 Years <i>A. Create/preserve 45 units/yr for households with incomes at 40%-80% AMI</i>	I. Expand Density Bonus, Accessory Dwelling Unit (ADU), Min SF Ordinances in Growth Area for creation of affordable rental units	Q1	
	II. Partner with Biddeford Housing Authority to preserve units on South St, Mission Hill	Q1	
	III. Apply to Affordable Housing Program or similar to fund further unit preservation	Q1	
	IV. Launch CDBG 2/4-Unit Homeowner with rentals housing rehab program	Q1	
20 <i>B. Create 45 units/year from New Construction</i>	I. Collaborate with private developers on additional subsidized units, using credit enhancement incentives	Q3	
	II. Explore the sale or lease of appropriate City properties for the creation of affordable rental units	Q3	
3. Rehab at least 65 rentals units per year for the next three years so housing is Healthy and Lead Safe	I. Leverage HUD Lead & Healthy Homes Grants to rehab 45 units/year		<i>ongoing</i>
	II. Leverage MaineHousing Community Solutions Grant to rehab 10 units /year		<i>ongoing</i>
	III. Leverage CDBG funds to rehab 10 units/year		<i>ongoing</i>



2021.9

IN BOARD OF CITY COUNCIL...JANUARY 19, 2021

BE IT ORDERED, that the City Council does hereby request the Planning Board to conduct a Public Hearing and make recommendations to the City Council regarding proposed amendments to the bonus density clause to create or preserve affordable rents in the MSRD-2 and other zones.



Biddeford City Council

Meeting Date: January 12, 2021

Meeting Time: 6:00

Agenda Item No: 2021.9

Item Description: Directive to Planning Board/Amend Density Bonus for MSRD-2 to Preserve Affordable Housing and Consider Application to Other Zones

Submitted by: **Mathew Eddy**

Greg Tansley

Supporting Information/Documentation:

- Bonus Density in the MSRD 1 Order [Converted from C:\Windows\Temp\ufc\conversion-1069423\input.docx to C:\Windows\Temp\ufc\conversion-1069423\output.pdf by EasyPDFConvert.exe version 17.12.8.0 at 2019-02-13 14:35:26Z \(legistarweb-production.s3.amazonaws.com\)](#)

Key Terms:

- Bonus density: In 2018, City Council approved the bonus density clause in the MSRD2 zone. That permitted the use of available space in an existing structure be used in the determination of density. This permitted the creation of additional units within that structure, new units not to be less than 650 square feet. Where there exists 2 bedroom or more units in a structure, the bonus may be granted provided that the same number of multi-bedroom units are maintained.

Summary:

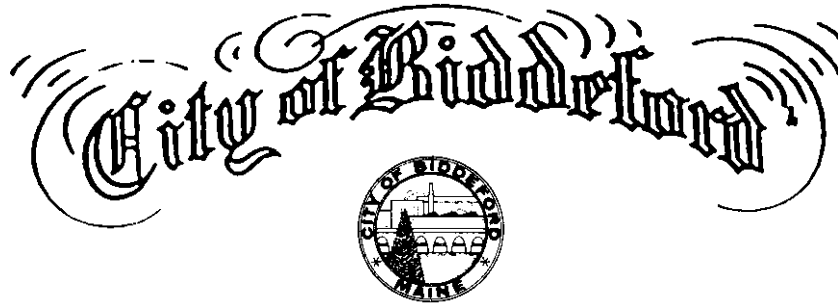
In establishing housing goals for the community, City Council would like policies that create or preserve affordable housing units. In 2018, the City created the bonus density requirement. The City Council is asked to refer the bonus density clause for amendment to the Planning Board.

The amendment will repeal the housing quality standard (being met by the market) and instead preserve some percentage of the new units created with the bonus at affordable rents fixed at no more than 80% of median income. Additionally, the Planning Board is being asked to consider expanding the bonus density to the R1B, R2, B2, or OR zones (where there are larger housing structures).

Funding Source: N/A

Staff Recommendation: Recommend referral

IN BOARD OF CITY COUNCIL..January 19, 2022 BE IT ORDERED that the City Council does hereby request the Planning Board to conduct a Public Hearing and make recommendations to the City Council regarding proposed amendments to the bonus density clause to create or preserve affordable rents in the MSRD 2 and other zones.



2021.10

IN BOARD OF CITY COUNCIL...JANUARY 19, 2021

BE IT ORDERED, that the City Council does hereby request the Planning Board to conduct a Public Hearing and make recommendations regarding additional units per acre when the land required within certain zones is within 90% of the minimum density per unit, provided the rent of the unit is fixed at 80% of median income.



Biddeford City Council

Meeting Date: January 12, 2021

Meeting Time: 6:00

Agenda Item No: 2021.10

Item Description: Directive to Planning Board/Density Restriction Relief

Submitted by: **Mathew Eddy**

Greg Tansley

Supporting Information/Documentation:

- Bonus Density in the MSRD 1 Order [Converted from C:\Windows\Temp\ufc\conversion-1069423\input.docx to C:\Windows\Temp\ufc\conversion-1069423\output.pdf by EasyPDFConvert.exe version 17.12.8.0 at 2019-02-13 14:35:26Z \(legistarweb-production.s3.amazonaws.com\)](#)
- [Converted from C:\Windows\Temp\ufc\conversion-203278\input.docx to C:\Windows\Temp\ufc\conversion-203278\output.pdf by EasyPDFConvert.exe version 15.8.12.0 at 2017-12-19 18:32:27Z \(legistarweb-production.s3.amazonaws.com\)](#)

Key Terms:

R2 Zone: R2 Multi-family Zoning District where the City, in 2019, changed a range of densities from 10,000 s.f. (single family) to 5,000 for multi-family to 4,500 per unit for all structures

R1B Zone: Created the R1B zone, at twice the density of the original R1A zone (5,000 s.f. vs. 10,000 s.f. per unit).

Summary:

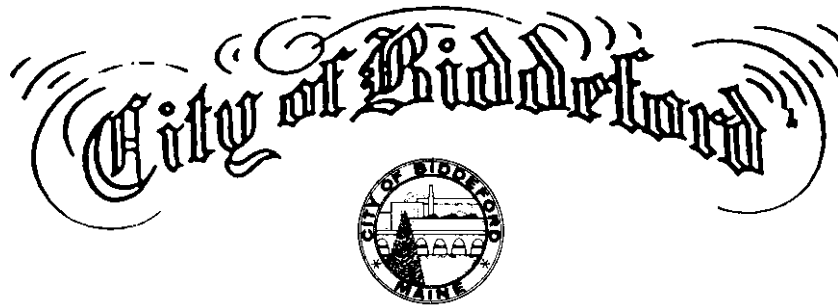
In establishing housing goals for the community, City Council would like policies that create or preserve affordable housing units. In 2018, the City created the bonus density requirement. In 2019, the City Council increased densities in the R2 zone, as well as moving some R2 areas into the higher density MSRD2 and creating a higher density R1 B zone.

The council would like to explore additional ways to increase density in growth area residential zones to grant density restriction relief. Specifically, consider a clause that grants a petitioner additional density if the request is within 90% of the minimum acreage required per unit, provided that the rent is fixed at 80% of median income or below.

Funding Source: N/A

Staff Recommendation: Recommend referral

IN BOARD OF CITY COUNCIL..January 19, 2022 BE IT ORDERED that the City Council does hereby request the Planning Board to conduct a Public Hearing and make recommendations regarding additional units per acre when the land required within certain zones is within 90% of the minimum density per unit, provided the rent of the unit is fixed at 80% of median income.



2021.11

IN BOARD OF CITY COUNCIL...JANUARY 19, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby grant approval for the Biddeford Public Works Department to join and participate in the Southern Maine Public Works Mutual Aid Compact, which includes water and wastewater operations.

Southern Maine Public Works Mutual Aid Compact
Memorandum of Understanding

The City of Biddeford, Maine agrees to join and participate in the Southern Maine Public Works Mutual Aid Compact (the "Compact") for the purpose of enabling the public works departments (or their local equivalent), including water and wastewater operations, acting through their individual community's emergency management authority, to request and provide assistance to other participating communities' public works departments on an "as needed, as able" basis, pursuant to the authority granted to local emergency management organizations by 37-B M.R.S.A. §784-A to call for and employ assistance for emergency management activities.

Member of the Compact hereto agree as follows:

Section 1. Definitions

The following terms shall be defined for the purposes of the Compact as follows:

- A. "Compact" – the Southern Maine Public Works Mutual Aid Compact
- B. "Requesting Party" – the municipality requesting aid from the Assisting Party.
- C. "Assisting Party" – the municipality furnishing aid to the Requesting Party.
- D. "Participating Municipality" – a city or town participating as a member of the Compact.
- E. "Authorized Representative" – an employee of a municipality authorized by that municipality to request, offer, or provide assistance under the terms of the Compact.
- F. "Work or Work-Related Period" – any period in which either the personnel and/or equipment of the Assisting Party are being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. This period is defined as beginning with the departure of any personnel and/or equipment of the Assisting Party from any point for the purpose of traveling to the location of the Requesting Party to provide assistance. It ends upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their resident or regular place of work, whichever occurs first.

Section 2. Rights and Responsibilities

Each Participating Municipality shall, in the event of a disaster, severe labor shortage due to pandemic or epidemic conditions, or other emergency, provide sufficient personnel, equipment, materials, and supplies, as reasonably available as determined by the Assisting Party to fulfill their commitments to other Participating Municipalities and accomplish the purpose of the Compact. It is hereby understood and agreed that all personnel furnished pursuant to this joint undertaking shall be considered to be and remain employees of their respective municipalities for all purposes and shall enjoy all privileges and immunities afforded them by law; further, that all equipment furnished pursuant to this joint undertaking shall remain the property of and be the sole responsibility of the Participating Municipality providing such equipment.

In the event of a severe or widespread emergency that results in the activation of local, county, or state emergency operations centers pursuant to the Maine First Responders State-Wide Mutual Aid Agreement, any request or deployment of resources shall take precedence over any request or provision of assistance under this Compact.

Section 3. Procedures

The following procedures shall be followed to request mutual aid from another municipality:

- A. The Requesting Party shall contact the authorized representative of one or more Participating Municipalities and provide them with the following information:
 1. A general description of the assistance requested;
 2. Identification of the part of the infrastructure system for which the assistance is needed and the type of work assistance needed;
 3. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
 4. The present weather conditions and the forecast for the next twenty-four hours or other conditions relevant to the request for assistance;
 5. A specific time and place for a representative of the Requesting Party to meet the personnel and equipment of the Assisting Party; and
 6. The recommended route between the Requesting and Assisting Parties' locations and the travel conditions along that route, based on the best information available.
- B. When contacted by a Requesting Party, the authorized representative of a Participating Municipality shall assess their municipality's situation to determine whether it is capable of providing assistance. If the authorized representative determines that the municipality is capable of and willing to provide assistance, they shall so notify the Requesting Party and provide reasonable estimates of the following:
 1. A complete description of the personnel, equipment, materials, and supplies to be furnished to the Requesting Party;
 2. The length of time the personnel, equipment, materials, and supplies will be available;
 3. The areas of experience and abilities of the personnel and the capability of the equipment to be furnished;
 4. The name of the person or persons to be designated as supervisory personnel; and
 5. The estimated time when the assistance provided will arrive at the location designated by the authorized representative of the Requesting Party.
- C. The assignment and supervision of personnel and equipment shall be agreed upon by both the Assisting Party and the Requesting Party at the onset of, or prior to, the assistance.
- D. The Assisting Party may, in its sole discretion, withdraw its assistance, in whole or in part, at any time after giving notice to the Requesting Party.
- E. The Requesting Party shall be responsible for providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure, if required.
- F. The Requesting Party shall be responsible to provide for the health and sanitation protection of the personnel of the Assisting Party including, but not limited to maintenance of social distancing, sanitization of work environments, tools and equipment, and provision of necessary PPE.

- G. The Requesting Party shall be responsible for providing communications between the personnel of the Assisting Party and the Requesting Party.
- H. The Requesting Party shall complete a written agreement regarding the Assistance to be rendered, setting forth the terms agreed upon with the Assisting Party, and shall transmit the agreement by the quickest practical means to the Assisting Party for approval. The Assisting Party shall acknowledge the written agreement by executing and returning a copy to the Requesting Party by the quickest practical means and retaining a copy for its files.

Section 4. Reimbursable Expenses

The terms and conditions governing reimbursement for any assistance provided under this Compact shall be in accordance with the following provisions unless otherwise agreed upon by the Parties and specified in the written agreement executed in accordance with paragraph 3.G., above.

- A. Personnel – During the work-related period, the Assisting Party shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, contracts, and collective bargaining agreements. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses incurred during the work-related period, including, but not limited to, employee pensions and benefits, unless otherwise mutually agreed by the Parties.
- B. Equipment – The Assisting Party shall be reimbursed for the use of its equipment during the work-related period according to either a pre-established hourly rate or according to the actual fuel and oil replacement, labor costs, and other previously agreed expenses. The Assisting Party shall be responsible for providing equipment in safe and operable condition. In the event of any unforeseen breakdowns during operations while providing assistance, the Requesting Party shall reimburse the Assisting Party for damages or breakdowns that were incurred as a result.
- C. Materials and Supplies – The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the work-related period unless such damage is caused by gross negligence, willful or wanton misconduct, intentional misuse, recklessness, or destruction by the Assisting Party's personnel. The Assisting Party's personnel shall use reasonable care under the circumstances of an event in the operation and control of all materials and supplies used by them during the work-related period. In the alternative, the involved Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged.
- D. Record Keeping – The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party using formats recommended by FEMA publications, if applicable.
- E. Payment – Unless otherwise mutually agreed in the written agreement executed in accordance with paragraph 3.G., above, or a subsequent written addendum to the agreement, the Assisting Party shall issue an itemized invoice to the Requesting Party for all reimbursable expenses not later than sixty (60) days following the work-related period; the Requesting Party shall pay the invoice in full not later than thirty (30) days following the billing date.

Section 5. Withdrawal from the Compact

Any Participating Municipality may withdraw from and cease its participation in the Compact at any time, with or without cause, with written notice from its authorized representative to the Greater Portland Council of Governments and the Cumberland County Emergency Management Agency, as identified in Section 6, below.

Section 6. Records of the Compact

Copies of executed memoranda of understanding of Participating Municipalities joining the Compact, requests for assistance, written agreements and any written addenda, final reports of assistance provided and costs reimbursed, and notices of withdrawal from and cessation of participation in the Compact shall be delivered to and maintained by the Greater Portland Council of Governments and the Cumberland County Emergency Management Agency.

GPCOG

Attn: Dir. of Municipal Collaboration
970 Baxter Boulevard, Suite 201
Portland, ME 04103

CCEMA

Attn: EMA Director
22 High Street
Windham, ME 04062

Participating Municipalities also should provide current listings of authorized personnel, as well as personnel, equipment, materials and supplies generally available, to be provided upon request.

Section 7. Effective Dates

This Compact shall become effective upon the receipt of executed memoranda of understanding by the Greater Portland Council of Governments and the Cumberland County Emergency Management Agency from at least two (2) Participating Municipalities. Memoranda of understanding shall remain in effect for one year from the date signed and shall renew automatically for successive one-year terms unless a Participating Municipality issues a notice of withdrawal. The Compact shall terminate when there are no longer at least two (2) Participating Municipalities.

Participating Municipality : _____

Dated : _____

By : _____

Its Duly Authorized : _____

Emergency Ordinance: Permission to Utilize Public Space for Outdoor Retail and Restaurant Activity in the City of Biddeford.

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

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

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

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

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

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

Note: The temporary special event permit application template is provided as Attachment 1;

June 2, 2020

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

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

Vote on amendment: Unanimous.

Vote on ordinance, as amended: Unanimous.

Attest by: _____
Carmen J. Morris, City Clerk

CURBSIDE BIDDEFORD TEMPORARY OUTDOOR RESTAURANT AND RETAIL OPERATION PERMIT APPLICATION

1: INTRODUCTION

In accordance with Governor Janet Mills' Rural Reopening Plan of , 2020, all restaurants and retail operations that provide temporary outdoor areas must adhere to strict mitigation standards intended to prevent the spread of COVID-19. The City of Biddeford is making a temporary special event permit available to both restaurants and to retail operations that are located within the City. All temporary special event permits issued shall begin at 6:00am on June 5 , and shall expire at 9:00pm on Monday, October 12th, 2020 or upon rescission or other relevant modification of Governor's Reopening Plan, whichever comes first.

2: REQUIREMENTS

☐ The area occupied shall be that portion of abutting public property which least infringes on public use, passage, and traffic as determined by, and at the complete discretion of, the City of Biddeford.

☐ If an establishment already has its own adjacent side and/or rear areas, it is strongly encouraged to fully utilize them by placing its outside areas within those locations, and minimize any use of public ways or parking spaces.

☐ The City of Biddeford may place traffic barriers as determined by the City on a case by case basis along affected public streets for increased safety. Costs for such barriers will be at the expense of the requesting establishment.

☐ A retail operation may not use more than one parking space for its outdoor area.

☐ A restaurant may not use more than four parking spaces for its outdoor area, and may only expand in public space beyond their footprint with the permission of the adjacent business(es). When adjacent businesses are both utilizing public space, coordination or sharing of entry/exits is encouraged.

☐ A restaurant or retail operation's outdoor area must use non-permanent structures which must be set up, broken down and stored each day.

☐ Consumer-grade extension cords cannot be used to deliver electricity to an outside area; establishments wishing to extend electricity to an outside area must consult with a qualified

electrician. The use of plugs (for winter lighting) in public street lighting is prohibited (they are not designed for high loads).

☐ A permit, if granted, will only be valid during the hours of 6:00am to 9:00pm each day, Sunday through Saturday, beginning at 6:00am June 5, 2020, and shall expire at 9:00pm on Monday, October 12th, 2020.

☐ All temporary outdoor areas shall be under the responsible direction and control of the restaurant or retail operation as identified in this application.

☐ All temporary outdoor areas must be as continuous as possible by locating the outdoor area in a single portion of an establishment's frontage; it may be located adjacent to the building or near the curb. Special arrangements, on a case by case basis, may be made for those using nearby, but not adjacent public space.

☐ Temporary outdoor areas that encroach into a public walkway must maintain at a safe path at all times of at least (4') feet in width, to allow for unimpeded, unobstructed pedestrian traffic.

☐ Building entrances, accessible parking spaces, firetruck access, dumpster access, and any furniture or fixtures related to outdoor areas must remain completely unobstructed. Access to street planters must be considered and provided for.

☐ The use of physical barriers (i.e., fences, barricades, etc., not to be confused with street barricades) to visually distinguish the boundary of the outdoor area is required.

☐ All improvements (i.e., furniture, fixtures) used in the outdoor area must be temporary in nature and there shall be no penetration of public walkway or street surfaces.

☐ The establishment must comply with all applicable city, state, and federal laws and regulations, including the Americans with Disability Act and the **Maine Bureau of Alcoholic Beverages & Lottery Operations** (sale of alcohol).

☐ The establishment is responsible for any damage to public property during the period of its use. The city may make repairs itself and bill the establishment accordingly.

3: INSURANCE AND LIABILITY (PLEASE CONSULT WITH YOUR INSURANCE CARRIER REGARDING THE FOLLOWING ITEMS)

☐ The establishment understands and expressly assumes all the risk of operating and conducting business under this permit.

☐ As a condition of being granted this permit, during the term of this permit, the permittee shall defend, indemnify, save and hold the City of Biddeford, and its inhabitants, officers, employees and agents completely harmless from and against any and all liabilities, losses, suits, claims, costs, expenses, judgments, fines or demands arising by reason of injury to or death of, or asserted by, any person or persons, including the permittee's agents, clients, invitees or

employees, or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney's fees, court costs, and expert witness fees), of any nature whatsoever arising out of or incident to this permit and/or the use, occupancy, conduct, or management of the demised premises or the acts or omissions of the permittee's officers, clients, agents, employees, contractors, subcontractors, licensees, or invitees, except to the extent such injury, death, or damage is caused by the negligent acts or omissions of the City, its agents, employees, clients or invitees. The permittee shall give to the City reasonable notice of any such claim or actions. The permittee shall also use counsel reasonably acceptable to the City in carrying out its obligations under this article.

The permittee further expressly agrees that it will defend, indemnify, save and hold the City of Biddeford harmless from any and all claims made or asserted by the permittee's agents, servants or employees arising out of the permittee's activities under this permit. For this purpose, the permittee hereby expressly waives any and all immunity it may have under Maine's Workers Compensation Act in regard to such claims made or asserted against the City by the permittee's agents or employees. For this purpose, the permittee further expressly waives any charitable immunity it may have under applicable law as to any and all claims of any person made or asserted against the City arising out of the permittee's use and occupancy of the demised premises or other activity of the permittee under this Permit.

The indemnification provided under this section shall extend to and include any and all costs incurred by the City to answer, investigate, defend and settle all such claims, including but not limited to the City's costs for attorneys' fees, expert and other witness fees, the cost of investigators, and payment in full of any and all judgments rendered in favor of the permittee's agents, invitees, licensees, clients, servants or employees against the City in regard to claims made or asserted by such persons.

In exercising the rights granted under this permit, the permittee shall at all times be regarded as an independent entity conducting its own business and operations and shall not at any time act, hold itself or purport to act as an agent, contractor, co-partner, joint venture or employee of the City.

☐ The permittee, during the entire term of this permit shall maintain, at its sole expense, insurance in the type and amount shown below (insert sample insurance agreement) with companies authorized to do business in the State of Maine for the protection of the City of Biddeford against any and all liability, including wrongful death, against all claims, losses, costs or expenses arising out of injuries to persons whether or not employed by the permittee or damage to property whether resulting from acts, omissions, negligence or otherwise of the permittee, its directors, officers, clients, employees and agents and arising from the permittee's use of the demised premises or any part or portion thereof: 1) commercial general liability insurance with a minimum limit of \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate; and 2) workers compensation and employers liability insurance with a minimum limit of \$500,000 per occurrence.

The permittee shall cause to be furnished to the City, at the time of execution of this permit, evidence in the form of certificates of insurance of the existence in force of the insurance

required hereunder. Said certificates shall name the City as an additional insured and loss payee. The permittee shall cause to be furnished to the City replacement certificates of insurance whenever the insurance policies are renewed. The City shall be notified prior to any changes or discontinuances of coverage.

The City agrees to promptly notify the permittee in writing of the existence or filing of any claim, demand or action arising out of an occurrence covered hereunder of which the City has knowledge, and to cooperate with the permittee in the investigation and defense thereof.

The minimum insurance coverage required under this article shall be deemed to be automatically adjusted whenever the Maine State Legislature shall increase the City's maximum liability beyond such minimums for personal injury, wrongful death or property damage claims brought under the Maine Tort Claims Act. In the event of such an increase, the minimum insurance coverage required shall be no less than the amounts required herein or no less than the City's maximum liability for such claims under the Maine Tort Claims Act, whichever is greater.

4: ENFORCEMENT

☐ The rights and duties granted herein shall be under the supervision and control of the City of Biddeford's Code Enforcement Officer and the City of Biddeford's Chief of Police. In the event of a breach of this permit by permittee, the City may, for the first breach, issue a verbal warning to Permittee; in the event of a second breach, terminate this Permit.

Notwithstanding these provisions regarding penalties for breaches or any other provision of this permit, in the event that the City, in its sole discretion, determines that further use of the premises under this permit is not in the best interests of the City, the rights granted herein may be suspended or terminated upon 24 hours written notice to the permittee.

☐ At the end of the term of this permit, or if this permit is suspended or terminated, all fencing, tables, seating, or equipment must be removed from any City of Biddeford public walkway or public area. The City may move or remove any of said items if they are not removed before the end of the term of this permit or before the 24-hour notice period expires. For such removal, the City may bill the establishment accordingly.

5: APPLICATION (ALL RESPONSES ARE REQUIRED):

Legal Name:

DBA Name: _____

Physical Address: _____ Biddeford, ME
04005

Mailing

Address: _____
Street/PO Box City State Zip

Phone: _____ Fax: _____ Email
address: _____

Name, address, telephone number of Property Owner (if property is rented or leased, need a copy
of rental agreement / lease):

Which hours do you plan to have these additional areas open (no earlier than 6:00am, and no
later than 9:00pm)? _____

For extension of License on Premise

License # (if requesting extension of liquor license): _____ Expiration
Date: _____

Start Date: _____ End Date:

Reason for Request:

—

—

On the following page, sketch out your plan for your outdoor area. In your sketch you must include and clearly indicate the relative locations of the following components:

- ☐ Existing dimensions/boundaries of your business;
- ☐ Parking spaces, public walkways, and/or adjacent areas that you are looking to utilize; Please indicate contiguous and non-contiguous space you plan to use.
- ☐ Path(s) through your area(s) that will allow for pedestrian traffic;
- ☐ Arrangement of tables and other structures which have proper spacing;
- ☐ Barriers to be used;
- ☐ Awnings, umbrellas, and/or other rain- and sun-shielding devices to be used (optional)
- ☐ Lights or lighting systems to be used; and
- ☐ Reflectors to be used.

For extension of license on premise:

- ☐ There must be stanchion or fence completely enclosing the area, with signs for exit/entry. Openings shall be no less than 4 feet. Signs must be posted, stating “no alcohol beyond this point”
- ☐ There must be sufficient employees at the extension of premise, which would be able to control and monitor the area
- ☐ Please indicate the contiguous and non-contiguous areas you plan to use (you may be permitted to use both).. See the section of Maine’s liquor laws that govern these areas at <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec1051.html>. See section 3 and 9.

Signature of Owner/Corporate Officer

Printed Name of Owner/Corporate Officer

EXTENSION AREA PREMISE DIAGRAMS

In an effort to clearly define your extension please draw a diagram below that will include the area you want for a temporary license premise. Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including methods of monitoring and containment of certain area which you are requesting approval from the Division of liquor consumptions.

6: SUBMISSION OF YOUR COMPLETED APPLICATION

When completed, please submit your application via regular mail or via e-mail to:

Roby Fecteau

Codes Enforcement Officer

2 Main Street

Biddeford, Maine

Fecteau, Roby <roby.fecteau@biddefordmaine.org>

Attachment 2--Summary of Business Survey:



Biddeford City Council

Meeting Date: June 2, 2020

Meeting Time: 6:00

Agenda Item No: **2020.44**

Item Description: **Emergency Ordinance: Establishment of Outside Seating and Alcohol Service for Local Restaurants**

Submitted by: Mathew Eddy

Supporting Information/Documentation:

Emergency Ordinance Proclamation v.4

Attachment 1: Curbside Biddeford Temporary Outdoor Restaurant and Retail Operation Permit Application

Attachment 2: Summary of Business Survey

Key Terms:

Chapter CHA-City Charter; Article III city Council; Section 8 procedure

Code of Ordinances, **Sections 6-143 and 6-144**

Executive Summary:

City staff propose an emergency ordinance permitting businesses to use outside public space in re-opening their business. The ordinance utilizes Chapter 6 of the Biddeford Code of Ordinances to permit the use of public space, including sidewalks, parking spaces, and parks for outdoor vending and restaurant space. The permit follows the same process for approval as special amusement permits, but with an application permit specific to this emergency ordinance (Curbside Biddeford Temporary Outdoor Restaurant and Retail Operation Permit Application). The permit would grant the use of that space for 6 months, through October 12, 2020. This ordinance applies throughout the City. The ordinance does not apply to the use of private property, which may be used as a matter of course, subject to site plan review conditions associated with ADA requirements that may have been associated with the property.

Detailed Review:

The Planning and Development Department, through a series of forums and then an individual survey, consulted with downtown businesses to ascertain their interest in using outside space during this pandemic period to re-open the businesses beyond the take-out or "by appointment" presently being used. During the pandemic period, many of our

businesses will have difficulty meeting the safe social distance requirements now or during gradual re-opening. Many do not have the physical space to meet safe distance requirements. Businesses also identified concerns about both customer and worker confidence while operating in those circumstances. Most have an interest in access to public space to facilitate gradual re-openings.

A model application came through the State's Maine Street Program via the Heart of Biddeford. The city of Belfast developed the base model we are using. Staff used that version and made modifications specific to City concerns: the costs of setting up barriers and possible damage, daily set up and breakdown, insurance and liability, ADA and safe pedestrian access, maintaining needed spaces for drop off and pickup, provisions for electricity, access to street planters, and shared ingress/egress where possible.

To use public space, the business must:

- Fill out a special application available through the Code Enforcement Office (see attached);
- Go through a tiered process:
 - For less than 1,000 people on public streets or right away, through the Police Chief; or
 - For less than 1000 or more than 25 in the city's Parks, the Director of Parks and Recreation; or
 - For more than 1,000 people, for Public parks, recreation areas, buildings, and streets, approval by City Council; and,
- Meet the requirements of the application, both at the time of approval and throughout use of the space. With approval, the city has the right to enforcement of the approved application.

Funding Source:

N/A

Staff Recommendation:

Senior staff developed this proposal and recommend moving forward.

Emergency Ordinance: Permission to Utilize Public Space for Outdoor Retail and Restaurant Activity in the City of Biddeford.

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

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

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

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

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

1. The city will use the special permit authority under Article IV, Special Events, to declare that public space, including sidewalks, parking spaces, streets or parks adjacent or nearby the operation of private retail and restaurant businesses may be made available for outside operations;
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Note: The temporary special event permit application template is provided as Attachment 1;

Attachment 1

CURBSIDE BIDDEFORD TEMPORARY OUTDOOR RESTAURANT AND RETAIL OPERATION PERMIT APPLICATION

1: INTRODUCTION

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☐ If an establishment already has its own adjacent side and/or rear areas, it is strongly encouraged to fully utilize them by placing its outside areas within those locations, and minimize any use of public ways or parking spaces.

☐ The City of Biddeford may place traffic barriers as determined by the City on a case by case basis along affected public streets for increased safety. Costs for such barriers will be at the expense of the requesting establishment.

☐ A retail operation may not use more than one parking space for its outdoor area.

☐ A restaurant may not use more than four parking spaces for its outdoor area, and may only expand in public space beyond their footprint with the permission of the adjacent business(es). When adjacent businesses are both utilizing public space, coordination or sharing of entry/exits is encouraged.

☐ A restaurant or retail operation's outdoor area must use non-permanent structures which must be set up, broken down and stored each day.

☐ Consumer-grade extension cords cannot be used to deliver electricity to an outside area;

establishments wishing to extend electricity to an outside area must consult with a qualified electrician. The use of plugs (for winter lighting) in public street lighting is prohibited (they are not designed for high loads).

☐ A permit, if granted, will only be valid during the hours of 6:00am to 9:00pm each day, Sunday through Saturday, beginning at 6:00am June 5, 2020, and shall expire at 9:00pm on Monday, October 12th, 2020.

☐ All temporary outdoor areas shall be under the responsible direction and control of the restaurant or retail operation as identified in this application.

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☐ Building entrances, accessible parking spaces, firetruck access, dumpster access, and any furniture or fixtures related to outdoor areas must remain completely unobstructed. Access to street planters must be considered and provided for.

☐ The use of physical barriers (i.e., fences, barricades, etc., not to be confused with street barricades) to visually distinguish the boundary of the outdoor area is required.

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☐ The establishment must comply with all applicable city, state, and federal laws and regulations, including the Americans with Disability Act and the **Maine Bureau of Alcoholic Beverages & Lottery Operations** (sale of alcohol).

☐ The establishment is responsible for any damage to public property during the period of its use. The city may make repairs itself and bill the establishment accordingly.

3: INSURANCE AND LIABILITY (PLEASE CONSULT WITH YOUR INSURANCE CARRIER REGARDING THE FOLLOWING ITEMS)

☐ The establishment understands and expressly assumes all the risk of operating and conducting business under this permit.

☐ As a condition of being granted this permit, during the term of this permit, the permittee shall defend, indemnify, save and hold the City of Biddeford, and its inhabitants, officers, employees and

agents completely harmless from and against any and all liabilities, losses, suits, claims, costs, expenses, judgments, fines or demands arising by reason of injury to or death of, or asserted by, any person or persons, including the permittee's agents, clients, invitees or employees, or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney's fees, court costs, and expert witness fees), of any nature whatsoever arising out of or incident to this permit and/or the use, occupancy, conduct, or management of the demised premises or the acts or omissions of the permittee's officers, clients, agents, employees, contractors, subcontractors, licensees, or invitees, except to the extent such injury, death, or damage is caused by the negligent acts or omissions of the City, its agents, employees, clients or invitees. The permittee shall give to the City reasonable notice of any such claim or actions. The permittee shall also use counsel reasonably acceptable to the City in carrying out its obligations under this article.

The permittee further expressly agrees that it will defend, indemnify, save and hold the City of Biddeford harmless from any and all claims made or asserted by the permittee's agents, servants or employees arising out of the permittee's activities under this permit. For this purpose, the permittee hereby expressly waives any and all immunity it may have under Maine's Workers Compensation Act in regard to such claims made or asserted against the City by the permittee's agents or employees. For this purpose, the permittee further expressly waives any charitable immunity it may have under applicable law as to any and all claims of any person made or asserted against the City arising out of the permittee's use and occupancy of the demised premises or other activity of the permittee under this Permit.

The indemnification provided under this section shall extend to and include any and all costs incurred by the City to answer, investigate, defend and settle all such claims, including but not limited to the City's costs for attorneys' fees, expert and other witness fees, the cost of investigators, and payment in full of any and all judgments rendered in favor of the permittee's agents, invitees, licensees, clients, servants or employees against the City in regard to claims made or asserted by such persons.

In exercising the rights granted under this permit, the permittee shall at all times be regarded as an independent entity conducting its own business and operations and shall not at any time act, hold itself or or purport to act as an agent, contractor, co-partner, joint venture or employee of the City.

☐ The permittee, during the entire term of this permit shall maintain, at its sole expense, insurance in the type and amount shown below (insert sample insurance agreement) with companies authorized to do business in the State of Maine for the protection of the City of Biddeford against any and all liability, including wrongful death, against all claims, losses, costs or expenses arising out of injuries to persons whether or not employed by the permittee or damage to property whether resulting from acts, omissions, negligence or otherwise of the permittee, its directors, officers, clients, employees and agents and arising from the permittee's use of the demised premises or any part or portion thereof: 1) commercial general liability insurance with a minimum limit of \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate; and 2) workers compensation and employers liability insurance with a minimum limit of \$500,000 per occurrence.

The permittee shall cause to be furnished to the City, at the time of execution of this permit, evidence

in the form of certificates of insurance of the existence in force of the insurance required hereunder. Said certificates shall name the City as an additional insured and loss payee. The permittee shall cause to be furnished to the City replacement certificates of insurance whenever the insurance policies are renewed. The City shall be notified prior to any changes or discontinuances of coverage.

The City agrees to promptly notify the permittee in writing of the existence or filing of any claim, demand or action arising out of an occurrence covered hereunder of which the City has knowledge, and to cooperate with the permittee in the investigation and defense thereof.

The minimum insurance coverage required under this article shall be deemed to be automatically adjusted whenever the Maine State Legislature shall increase the City's maximum liability beyond such minimums for personal injury, wrongful death or property damage claims brought under the Maine Tort Claims Act. In the event of such an increase, the minimum insurance coverage required shall be no less than the amounts required herein or no less than the City's maximum liability for such claims under the Maine Tort Claims Act, whichever is greater.

4: ENFORCEMENT

☐ The rights and duties granted herein shall be under the supervision and control of the City of Biddeford's Code Enforcement Officer and the City of Biddeford's Chief of Police. In the event of a breach of this permit by permittee, the City may, for the first breach, issue a verbal warning to Permittee; in the event of a second breach, terminate this Permit.

Notwithstanding these provisions regarding penalties for breaches or any other provision of this permit, in the event that the City, in its sole discretion, determines that further use of the premises under this permit is not in the best interests of the City, the rights granted herein may be suspended or terminated upon 24 hours written notice to the permittee.

☐ At the end of the term of this permit, or if this permit is suspended or terminated, all fencing, tables, seating, or equipment must be removed from any City of Biddeford public walkway or public area. The City may move or remove any of said items if they are not removed before the end of the term of this permit or before the 24-hour notice period expires. For such removal, the City may bill the establishment accordingly.

5: APPLICATION (ALL RESPONSES ARE REQUIRED):

Legal Name: _____

DBA Name: _____

Physical Address: _____ Biddeford, ME
04005Mailing Address: _____
Street/PO Box City State Zip

Phone: _____ Fax: _____ Email address: _____

Name, address, telephone number of Property Owner (if property is rented or leased, need a copy of rental agreement / lease):

Which hours do you plan to have these additional areas open (no earlier than 6:00am, and no later than 9:00pm)? _____

For extension of License on Premise

Licennse # (if requesting extension of liquor license): _____ Expiration Date: _____

Start Date: _____ End Date: _____

Reason for Request:

On the following page, sketch out your plan for your outdoor area. In your sketch you must include and clearly indicate the relative locations of the following components:

- ☐ Existing dimensions/boundaries of your business;
- ☐ Parking spaces, public walkways, and/or adjacent areas that you are looking to utilize; Please indicate contiguous and non-contiguous space you plan to use.

- ☐ Path(s) through your area(s) that will allow for pedestrian traffic;
- ☐ Arrangement of tables and other structures which have proper spacing;
- ☐ Barriers to be used;
- ☐ Awnings, umbrellas, and/or other rain- and sun-shielding devices to be used (optional)
- ☐ Lights or lighting systems to be used; and
- ☐ Reflectors to be used.

For extension of license on premise:

- ☐ There must be stanchion or fence completely enclosing the area, with signs for exit/entry. Openings shall be no less than 4 feet. Signs must be posted, stating “no alcohol beyond this point”
- ☐ There must be sufficient employees at the extension of premise, which would be able to control and monitor the area
- ☐ Please indicate the contiguous and non-contiguous areas you plan to use (you may be permitted to use both).. See the section of Maine’s liquor laws that govern these areas at <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec1051.html>. See section 3 and 9.

Signature of Owner/Corporate Officer

Printed Name of Owner/Corporate Officer

EXTENSION AREA PREMISE DIAGRAMS

In an effort to clearly define your extension please draw a diagram below that will include the area you want for a temporary license premise. Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including methods of monitoring and containment of certain area which you are requesting approval from the Division of liquor consumptions.

6: SUBMISSION OF YOUR COMPLETED APPLICATION

When completed, please submit your application via regular mail or via e-mail to:

Roby Fecteau

Codes Enforcement Officer

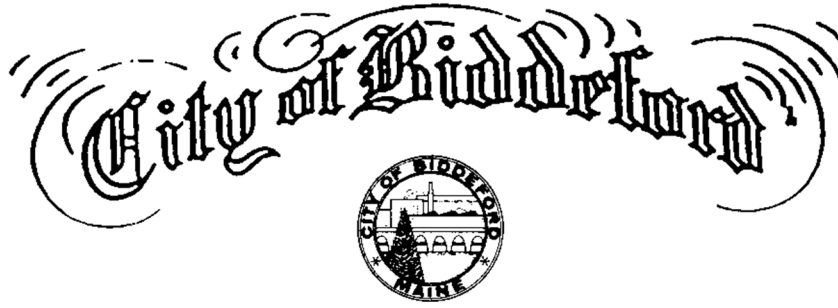
2 Main Street

Biddeford, Maine

Fecteau, Roby <roby.fecteau@biddefordmaine.org>

Attachment 2--Summary of Business Survey:

Restaurant	Contact	Contact Information	Do you understand guidelines to reopen?	Would you like training?	Would you use outdoor space and where?	Would altering traffic patterns be beneficial?	Other suggestions?	Opening inside dining on June 1st?
Dizzy Birds	Tom Peacock	207-494-7089	Yes	No	Great Idea- Parking lot	No	2 spots w/15min. Parking	No
Lorne	Erin & Carsen James	646-752-3824	Yes	No	Sidewalk, Paking spaces & Parking lot	One way beneficial	Need more opening guidance	No
Time & Tide	Jon Phillips	347-383-0661	Need assistance	Yes - possibly	N/A	N/A	Council vote for Business Assistance Program	No
Yetos	Jackie Hardin	207-282-7500	Yes	Yes	Parking spaces out front	1 way for certain hours	Help with access to dining due to size	No
Portland Pie	Jennifer Simmons	207-286-3222	Yes	No	No	No	Issue temporary hold on parking fees/tickets	Yes
Happy Dragon	Peter Chen	207-282-0440	Yes	No	No	Maybe	Everything is so so	No
Elements	Katie Pinard	207-710-2011	Yes	Maybe	Maybe patio seating	No	Creating business partnerships	No
Reilly's	Elizabeth	207-590-5304	Yes	Obscure info	Explore sidewalk seating idea	No	Keep the public focused on small business	No
Louis Pizza	Rick	207-282-2662	Yes	No	Sidewalk in front	N/A	None given	Open now
The Hamburger Stand	Barbara Ouellette	207- 281-2649	Yes	No	No additional spaces available	No	No	No
Palace Diner	Chad Conley	207-284-0015	Yes	No	Parking spaces in front and to right	No	No	No
Mulligan's		207-284-9283						
Thai Me		207-294-3300						
Magnus on Water		207-494-9052						
Round Turn Distillery	Kristina Hansen	207-370-9446	No	Yes	N/A	Maybe for others	Normalize mask wearing and social distancing	No
Cow Bell & Martini Bar	Jimmy Albert		Yes	No	Parking spaces/sidewalk in front		Inside dining restriction will cease shortly	No
N.Momings Café	Cheryl-Manager	207-282-1434	Yes	No	Sidewalk in front/benches on bank side	Unknown		No
Stone Fort Distillery	Eric Bouchard	207-590-3528	Yes	No	Right in front of entryway	Yes - make Pearl St. walking only	Tell Governor to open State	No



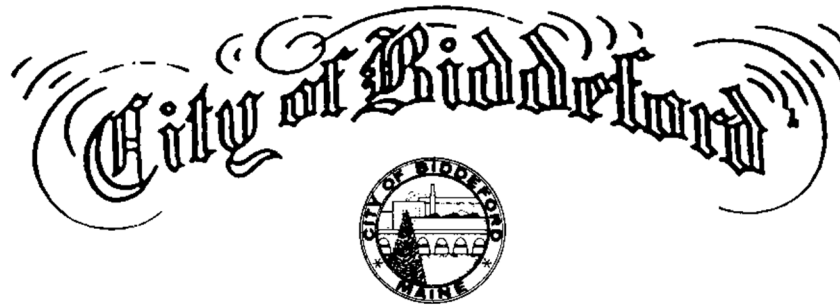
IN BOARD OF CITY COUNCIL...JANUARY 19, 2021
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
appoint:

City Manager James Bennett

and

Public Works Director Jeff Demers as an alternate

to the *PACTS Policy Board*.



IN BOARD OF CITY COUNCIL...JANUARY 19, 2021
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
appoint:

Maya Atlas
92 Granite Street, #2
Ward 3

to the *Biddeford, Saco & Old Orchard Beach Transit Committee*, for a term to expire in
December 2023.

CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date: _____

Name: _____

Street Address: _____

Mailing Address:
(if different) _____

Phone Number(s): _____

Email Address: _____

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

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

CITY OF BIDDEFORD
Committee Application

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

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

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

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