



City of Biddeford Planning Board

November 6, 2024 at 6:00 PM
City Hall Council Chambers & Zoom

[Join Zoom Meeting Online](#)

Or call in by phone: +1 312 626 6799
Meeting ID: 916 2108 8534
Passcode: 276637

1. Pledge of Allegiance
2. Declaration of Quorum/Voting Members
3. Adjustment(s) to Agenda
4. Planner's Business
5. Consent Agenda
 - 5.a Approval of Meeting Minutes for September 18, & October 2, 2024
6. Unfinished Business
7. New Business
 - 7.a 2024.53 The Planning Board will review a Shoreland Permit Application submitted by Mobile Studio Design for Matthew & Mary Lopresti to determine the greatest practical extent (GPE) for their home located at 241 Hills Beach Road (Tax Map 56, Lot 5) in the Limited Residential and Resource Protection zones. The application would like to raze and rebuild the house due to storm damage in January 2024.
 - 7.b 2024.55 The Planning Board will review a Subdivision Amendment application for 3 Lincoln Street, LLC. The property is 15 Pearl Street, subdividing Lot 1 into lots, 1B & 1C (Tax Map 71, Lot 2) in the MSRD 3 zone. This lot is a portion of the former MERC site.
 - 7.c 2024.63 Sketch Site Plan application submitted by Acorn Engineering for Westbrook Development Corporation. The property is 15 Pearl Street, Lots 1, 1B & 1C (Tax Map 71, Lot 2) in the MSRD 3 zone. This lot is a portion of the former MERC site.
 - 7.d 2024.56 The Planning Board will review a Site Plan Amendment request by Gorrill Palmer for the York County Judicial Center to amend the previously approved landscaping. The location of the property is 515 Elm Street (Tax Map 88, Lot 5) in the

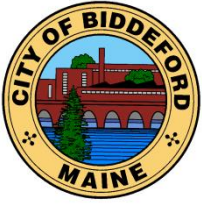
B2, R1A zones. **THIS ITEM HAS BEEN TABLED PER APPLICANT REQUEST.**

- 7.e 2024.19 The Planning Board will review a proposed redevelopment at 34 Center Street for XL Property Management (Map 38, Lot 152-2) in the Main Street Revitalization District – Residential Conservation (MSRD 2) Zone. The existing parcel is approximately 5,650 square feet in size. The project proposes an eleven (11) space parking area to serve the client’s adjacent multifamily buildings. The application has been submitted by Acorn Engineering for XL Property Management, LLC **THIS ITEM HAS BEEN TABLED PER APPLICANT REQUEST.**

8. Other Business

9. Adjourn

The Board reserves the right to halt official business at 9:30 p.m. Items not heard at tonight's meeting shall be rescheduled to the next meeting of the Board. All materials pertaining to items on the agenda are available for public review at the Biddeford Planning Department, second floor, Biddeford City Hall during normal business hours.



CITY OF BIDDEFORD

Planning and Development Department

205 Main Street
P.O. Box 586
Biddeford, ME 04005
(207) 284-9115

Planning Board Meeting Meeting Minutes

DRAFT

Date: September 18, 2024
Time: 6:00 PM
Location: Council Chambers & Zoom

1. Pledge of Allegiance
2. Declaration of Quorum/Voting Members: Larry Patoine (Chair), Susan Deschambault, Alexa Plotkin & Matt Dubois
Staff Present: David Galbraith, & Adi Iriqat
3. Adjustments to the Agenda-New Business prior to Public Hearing
4. Planner's Business
5. Consent Agenda
Approval of Meeting Minutes from September 4, 2024
MOTIONS:
Motion-Plotkin-Motion to approve the Consent Agenda as presented
Second-Dubois
Vote: Motion passed unanimously
6. Open Public Hearing PM
6.a 2024.47 The Planning Board will hear the continuation of the first reading for the Amendment to the Back Lot Ordinance (Tabled 9-4-24)
Galbraith introduced the amendment
 - He explained there was a loop in the ordinance, and they now need to close it.
 - Patoine explained his concerns
 - Plotkin-one back lot can be created, how did someone create more than one? Confusion-verbiage is backlots
 - One resident got through with reduced lots due to the way the original ordinance was written, this is to clean it up. These "back lots" need to be behind the "front lot"
 - Plotkin suggests removing the word backlot and call it a flag lot ordinance.
 - Galbraith will rewrite the ordinance with new wording and bring it back. No Motions needed.
- 6.b 2024.38 Proposed Zoning Text Amendment – Marijuana Establishments City of Biddeford Code of Ordinances, Part III – Land Development Regulations, Article VI – Performance Standards, Section 77 Marijuana Establishments. (Tabled 8-21-24)
 - Tabled
- 6.c 2024.48 The Planning Board will hear the first reading of the Amendment to Part III, Land Development Regulations, Section 40, Inclusionary Zoning.
 - Galbraith explained proposed changes

- Scriveners error in original report in income section
- Previous projects are grandfathered, these changes will affect the new projects.

MOTIONS: 6:53PM

Plotkin-Motion-To approve the Amendment to the City's Code of Ordinances Part III, Land Development Regulations Article 6, Section 40 Inclusionary Zoning as written and proposed.

Second-Deschambault

Vote-Motion Passed 2-1 (Deschambault & Plotkin in Favor, Dubois opposed)

Motion-Plotkin-Motion to approve the proposed text amendment to The City's Code of Ordinances Part III, Land Development Regulations Article II Definitions to include a modified definition for a portable housing development which has been proposed to modify the original language from 70% to 80% so that the definition is consistent with all other IZ standards throughout the ordinance as written and proposed.

Second-Deschambault

Vote-Motion Passed 2-1 (Deschambault & Plotkin in Favor, Dubois opposed)

6.d 2024.49 The Planning Board will hear the First Reading of the proposed Amendment to Part III Land Development Regulations, Section 44, Net Density Calculations

- Galbraith explained that these amendments are again to clean up the previous
- No public comments
- Galbraith explained the changes in more detail
- Patoine asked about #5, lower income did not have as many parking spaces they are using 2 spaces per unit instead of 3.
- Dubois asked for clarification on affordable housing

MOTION: 7:03 PM

Motion-Deschambault-Motion to approve the proposed amendments to the Biddeford Code of Ordinances Part III, Land Development Regulations, Article V Dimensional Requirements Notes for Table B

Second-Plotkin

Vote-Motion passed unanimously

6.e 2024.50 The Planning Board will hear First Reading of the proposed Amendment to Table B Dimensional Requirements

7. Close Public Hearing-

8. Unfinished Business-None

9. New Business

9.a 2024.31 The Planning Board will hear a final site plan for Mike Eon & Associates, LTD. The project proposes to construct a 4,800 square foot building proposed as a Dentist's Office at 25 Barra Road (Map 2, Lot 43-10) in the I-3 Zone. To support this development, the project also proposes to create 25 parking spaces, in conformance with City Code, utility connections utilizing existing municipal service stubs on the property, and develop stormwater management systems in conformance with City standards. This property was previously granted a Site Plan approval by the Planning Board for the development of a restaurant and office building in 2016. The previously approved project was larger in scope (5,850 sqft building and 50 parking spots.

- Iriqat introduced the project

- 2 Waivers being requested
- Chris MacDonald from BH2M & Mike Eon represented the project
- MacDonald discussed the 3rd party comments received, and any further comments would be treated as Conditions of Approval
- Waiver Request-Steep Slope Section VI Chapter F
- Waiver Request-Landscaping Section VI
- Permit Request-Shoreland Zoning Permit
- Eon went over the need for the waivers
- No Public Comments
- Galbraith stated that staff is not concerned about the requested waivers & permit.
- Patoine would like to have the screening addressed in the ordinance.
- Deschambault-no waiver motions, can we have something succinct for the motions?
- Galbraith the waivers are in the staff report under section 2 all spelled out.

MOTIONS: 6:26 PM

Motion- Plotkin-Motion to approve Landscaping Waiver Article VI, Section 49A5 Second-Deschambault

Vote-Motion Passed Unanimously

Motion-Plotkin-Motion to approve Shoreland Zoning Waiver, Article XIV, Section 13E

Second-Dupuis

Vote- Motion Passed Unanimously

Motion-Plotkin-Motion to approve Waiver of Slopes Greater than 3:1, Article VI, Section 26.F

Second-Dupuis

Vote- Motion Passed Unanimously

Motion-Plotkin- Motion to approve Case # 2024.31 Plan Review for Mike Eon Associates LTD to construct a Dentist's Office located at 25 Barra Road (Tax Map 2, Lot 43-10), with the recommended Conditions of Approval.

Second-Dupuis

Amended Motion-Plotkin Motion to approve Case # 2024.31 Plan Review for Mike Eon Associates LTD to construct a Dentist's Office located at 25 Barra Road (Tax Map 2, Lot 43-10), with the recommended Conditions of Approval specifically items 1-4, which includes Standard Conditions of Approval, CFUP Fee of \$6,150.00, Traffic Impact Fee of \$1,056.00, Sewer Connection Fee of \$18,948.40

Second-Dupuis

Vote-Motion passed unanimously

9.b 2023.38 Minor Site Plan Amendment for Tom Watson & Co located at 10, 20 30 Upper Falls Way (Tax Map 40, Lots 55,55-3,56-1) in the MSRD-2 Zone.

- Matt Dubois recused himself as the applicant is his employer
- Mike Barton of Reveler & Peter Heil from Acorn & John Laliberte of Reveler represented the applicants
- Footprint will remain the same

- Some parking spaces have been replaced by sidewalk
- No Public Comments
- Plotkin-asked about the reduced drive aisle impact to the fire department, minimum drive aisle is 20' so they are in compliance.
- Galbraith they are changing some of the outside, so the HPC needs to approve also. They are changing the brick veneer.
- HPC application has been submitted.
- Deschambault going from 6 floors to 4 floors. The architecture has not changed, they are not adding height.
- Plotkin-bottom is to be commercial; will the window pattern remain? Yes, they have retained that.
- Plotkin-this was presented as a minor change, it is considered a major change.
- Going from 56-51 units
- Patoine confirmed that staff has no issue.

MOTIONS: 6:38 PM

Motion- Deschambault-Motion to approve proposed Site Plan Amendment for the proposal located at 10, 20,26 & 30 Upper Falls Way Tax Map 40, Lots 55,55-3,56-1 in the Main Street Revitalization District 3 with all of the previous conditions of approval being reaffirmed and remaining effective unless specifically modified by the Planning Board.

Second- Plotkin

Vote-Motion passed unanimously

Plotkin-a Change in the number of units is a large change so it is a major amendment. She remembers this had happened previously.

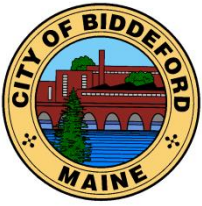
10. Other Business

11. Adjourn 7:17 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.



CITY OF BIDDEFORD

Planning and Development Department

205 Main Street
P.O. Box 586
Biddeford, ME 04005
(207) 284-9115

Planning Board Meeting Meeting Minutes

DRAFT

Date: October 2, 2024
Time: 6:00 PM
Location: Council Chambers & Zoom

1. Pledge of Allegiance
2. Declaration of Quorum/Voting Members: Larry Patoine (Chair), Roch Angers, Steve Beaudette & Matt Dubois (Alternate Member)
Staff Present: David Galbraith
Matt Dubois will be voting tonight

3. Adjustments to the Agenda-Items 4-8 will not be addressed

4. Planner's Business

5. Consent Agenda

Approval of Meeting Minutes from September 18, 2024

6. Open Public Hearing
7. Close Public Hearing
8. Unfinished Business
9. New Business

9.a 2024.52 The Biddeford Planning Board will hold a public meeting to review and discuss a Conditional Use Permit request for Edwin J. Larrivee, Jr. to expand their business operations to the 1st floor for medical cannabis, retail storefront, and kitchen at 597 Elm Street (Map 15, Lot 8-1) in the I-1 zone.

- Galbraith introduced the item
- Galbraith stated that he and the Assistant Planner, Adi Iriqat toured the facility.
- Typo on page 1 been in business since 8-2022
- Medical marijuana & adult use store
- 1st floor will be medical, 2nd floor will be recreational use.
- Not located within 500 feet of another use.
- Staff had no concerns
- Jeremie Remian & Angela Warren represented the application
- Public-Leonard Bertrand-6 Grays Lane Against concerned about odor
- Remian said there is no odor they are not cultivating what he smells is from Cureleaf
- Patoine asked about them cooking on the second floor
- Remian said there is no odor they cook with oil not rock or flour
- Galbraith all is prepackaged; he could not smell it from the outside.
- Remian explained the manufacturing process for Beaudette

- They make gummies, hard candy, brownies, cookies, beverages
- Patoine takes complaints about people using the product on the premises
- Remian that is not allowed, and they go out and correct the issue
- Angers questions the name, he does not like using the word candy when talking about marijuana, he is not a “believer” in marijuana it bothers him when thinking of children
- Remian, they adjusted it to CGF, it is not geared toward to children.
- Angers asked who could purchase
- Remian-Must be 18, have a medical card with matching ID for medical side, must be 18
- Edibles have decreased possibly due to saturation of the market
- Galbraith mentioned it is blatantly obvious that there is a minimum age to enter.
- This is the only manufacturing company in the City
- Mr. Bertrand asked about the difference between growing & manufacturing
- Remian explained
- Waiver-waive full site plan review

MOTIONS: 6:24 PM

Motion-Beaudette-Motion to waive article XI Full Site Plan Review no building expansion or change of footprint proposed

Second-Dubois

Motion passed unanimously

Motion- Beaudette-Motion to approve Case # 2024.52 Conditional Use Permit request for Ganja Candy Factory to expand their business operations into the 1st Floor at 597 Elm Street (Tax Map 15, Lot 8-1) in the I-1 Zone, with the recommended Conditions of Approval.

Second-Dubois

Vote-Motion passed 2-1 (Beaudette & Dubois in favor, Angers against)

9.b 2024.19 The Biddeford Planning Board will review and discuss a Site Plan Application for XL Development for the proposed redevelopment at 34 Center Street (Map 38, Lot 152- 2) in the MSRD 2 Zone. The project proposes an eleven (11) space parking area to serve the client’s adjacent multi-family buildings.

Tabled until 10-16

9.c2024.47 The Planning Board will hear the continuation of the first reading for the Amendment to the Back Lot Ordinance (Tabled 9-4-24)

- Galbraith introduced the amendment; changes were made to avoid complications. He recommends approval.
- No public comments
- Patoine said he thinks the amendment was well done.
- Beaudette very clear

MOTIONS: 6:55 PM

Motion-Angers-Motion to Approve the proposed Ordinance Amendments to the City’s Code of Ordinance, Part III – Land Development Regulations, Article VI - Performance Standards, Section 7A - Back Lots, as written.

Second- Dubois

Vote-Motion passed unanimously

9.d 2024.38 Proposed Zoning Text Amendment – Marijuana Establishments City of Biddeford Code of Ordinances, Part III – Land Development Regulations, Article VI – Performance Standards, Section 77 Marijuana Establishments. (Tabled 8-21-24)

- Galbraith introduced the project and talked about Councilor LaFountain's recommendations
- Galbraith went over the particulars of the proposal
- Public-Mr. Bertrand asked about the 500', Galbraith explained grandfather status.
- JoAnne Bertrand ward 7-does not like all the smell
- Angers wants to amend suggested motion
- Dubois agrees that 500 feet is not enough, schools, public facilities, places of worship, residential zone, residential used property and childcare facilities included. Dubois & Angers would like 1,000 feet.
- Patoine-#2 & 3 would go from 500 to 1,000 feet

MOTIONS: 6:47 PM

Motion- Angers- Approve Amendment to the Marijuana establishments Part III, Article VI, Performance Standards Section 77 as written with the exception of Section C items 2 & 3 from 500' to 1,000'

Second-Dubois

Mr. Bertrand wants the Board to clarify between residential zone and residential use.

Galbraith said both are covered in this motion

Vote-Motion passed 2-1 (Angers & Dubois in favor, Beaudette opposed)

Beaudette wants to look at the motion closer for unintended consequences.

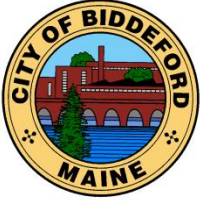
10. Other Business

11. Adjourn

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.



CITY OF BIDDEFORD

Planning and Development Department

Adi Iriqat
Assistant City Planner
205 Main Street
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(207)-284-9115
adi.iriqat@biddefordmaine.org

PLANNING BOARD STAFF REPORT

TO: Chair Patoine and Members of the Biddeford Planning Board

FROM: Adi Iriqat, Assistant City Planner

DATE: October 2, 2024

RE: **2024.53 Shoreland Zoning Permit for 241 Hills Beach Rd, (Tax Map 56, Lot 5) in the Coastal Residential (CR) Zone / Greatest Practical Extent.**

MEETING DATE: November 6, 2024, at 6:00 PM

1. INTRODUCTION

The project site is within the Resource Protection overlay (RP) of the Shoreland Zone and the Coastal Residential (CR) base zone. The applicant, Matthew & Mary Lopresti, requests the Planning Board's consideration of a Shoreland Zone Permit application to rebuild the existing structures on site as part of climate resilience measurement. The lot is 8,224 sq ft with three structures owned by the same owner (see Figure 1 below). The property is partially within three (3) floodplain overlays: VE 13, VE 17 and AE 11. As previously noted, the existing structures and associated foundations need repair or replacement.

The structures sustained major damage in the January 2024 storms. Timely treatment is required before heading into the winter season, potentially deeming the structures unsafe and needing removal (see images on pages 4 and 5). The owner intends to rebuild the structures on the same footprint in compliance. For that to happen, the owner requests approval of the "Greatest Practical Extent" to commence construction to avoid damage from winter storms.

2024.53 Shoreland Zoning Permit for 241 Hills Beach Rd, (Tax Map 56, Lot 5) in the Coastal Residential (CR) Zone / Greatest Practical Extent.



Figure 1: The structures in question.

The property is within the resource protection and limited residential overlays. It is connected to public water, and plans are in place to maintain this service. The flooding left the property in rough shape. The majority of the exterior decks and some of the existing sidings and trim were either damaged or destroyed. The storm further overwhelmed the property since the existing foundations and superstructure were old and required either maintenance or replacement.



Figure 2: A bird's-eye view of 241 Hills Beach Road (Tax Map 56, Lot 5).

2024.53 Shoreland Zoning Permit for 241 Hills Beach Rd, (Tax Map 56, Lot 5) in the Coastal Residential (CR) Zone / Greatest Practical Extent.

2. PROJECT DATA/INFORMATION

1.	Applicant:	Matthew & Mary Lopresti 2 Old Weston Road, Wayland, MA 01778
2.	Owner of Property:	Matthew & Mary Lopresti 2 Old Weston Road, Wayland, MA 01778
3.	Agent:	Mobile Studio Design, Randy Smith 128 Main Street Unit 201, Biddeford, ME 04005
4.	Engineer:	Dow & Coulombe, Inc. 13 Park Street Saco, ME 04072
5.	Project Location:	241 Hills Beach Rd
6.	Project Tax Map #/Lot #:	Tax Map 56, Lot 5
7.	Lot Size, Bldg. #2:	8,224 sf
8.	Base Zoning:	Coastal Residential (CR)
9.	Overlay Zoning:	Limited Residential & Resource Protection
10.	Existing Use:	Single-family Private Residential
11.	Proposed Use:	Foundation Repair & and Disaster Adaptation
12.	Approvals Required:	Greatest Practical Extent
13.	Uses in the Vicinity:	Residential
14.	Number of Lots in Subdivision:	1
15.	Minimum Lot Size Required: Provided:	30,000 sf 8224 sf
16.	Frontage Required: Provided:	150' 62.7' -/+ Existing / Proposed
17.	Front Setback Required: Provided:	25' 10' -/+ Existing / Proposed
18.	Side Setback Required: Provided:	25' 25' -/+ Existing / Proposed
19.	Rear Setback Required: Provided:	25' 30' -/+ Existing / Proposed
20.	Height Requirements: Provided:	35 feet or 3 stories 28.2'
21.	Water Supply:	Public Water
22.	Sewage Disposal:	Private Septic
23.	Solid Waste Disposal:	Public Trash
24.	Fire Protection:	City of Biddeford
25.	Floodplain Status:	Located in the Flood Zone VE & AEs
26.	Wetland/Surface Water Impacts:	N/A
27.	Soil Study Provided:	N/A
28.	Parking Spaces Required:	N/A
29.	Parking Spaces Provided (total): # Handicapped Spaces:	N/A

2024.53 Shoreland Zoning Permit for 241 Hills Beach Rd, (Tax Map 56, Lot 5) in the Coastal Residential (CR) Zone / Greatest Practical Extent.

30.	Ownership of Road:	Hills Beach Road is a Public Road
31.	Impervious Surface Area:	0 SF Change
32.	Total Disturbed Area:	0 SF of Previously Undisturbed Area
33.	Waivers Needed:	N/A
34.	Waivers Granted:	N/A
35.	Variances Needed for Approval:	None
36.	Other Permits Obtained:	N/A
37.	Other Non-City Permits Required:	None
38.	Fees Paid:	Yes
39.	Planning Board Review History:	November 6, 2024-Greatest Practical Extent

3. EXISTING CONDITIONS

Located at 241 Hills Beach Road is an existing, 1-1/2 story, four (4) bedroom, two (2) bathroom, residential structure. The structure is existing-non-conforming and is comprised of a series of additions, all built before 1989. The lot is primarily developed, with a shared gravel driveway, attached and detached exterior wood decks, lawn areas, and landscaping.

FEMA Flood Overlays & “Substantial Improvements”

The project proposal will potentially trigger the classification of ‘substantial development’ which is set at 30%. According to the tax assessment, the property is approximately valued at \$193, 700. Replacing the foundation and the superstructure for less than 50% of the structure’s market value is not possible at the current finished floor elevation (FFE). Having that in mind, FEMA’s *Home Builder’s Guidance to Coastal Construction* will have the proposed structure elevated at or above the base flood elevation (BFE).



Figure 3: Illustrations of the damage inflicted on the structures.

2024.53 Shoreland Zoning Permit for 241 Hills Beach Rd, (Tax Map 56, Lot 5) in the Coastal Residential (CR) Zone / Greatest Practical Extent.



Figure 4: Further damage to the property that was sustained by the January storms.

4. PROJECT PROPOSAL

Looking over Hills Beach, the property location renders the property vulnerable to future storms



and floods. With a complete foundation provided, the current structures and attached external decks will be demolished and reconstructed to their original state. By doing so, the property will be ready to withstand the harsh unpredictable weather. Furthermore, as shown in the attached survey of conditions before the storm on January 17, 2024, the applicant plans to rebuild the existing detached decks, currently at grade, to their original footprint and dimensions. (To the left is **Figure 5**: A Detached deck is in yellow while the attached deck is in pink.)

2024.53 Shoreland Zoning Permit for 241 Hills Beach Rd, (Tax Map 56, Lot 5) in the Coastal Residential (CR) Zone / Greatest Practical Extent.

Septic System Relocation Review & Best Practical Location

Currently, the old undocumented septic system is located southwest of the property. After careful and thorough site assessment, the availability of multiple locations is limited. The main constraints are credited to the depth of ledge and the restrictions imposed by setbacks. The ideal location for a replacement septic system is southeast of building #3 (see the figure below). This also influenced the applicant's choice of the type of septic system to install. A new 3-bedroom system featuring pre-treatment at 1000 gallons holding capacity will be installed.

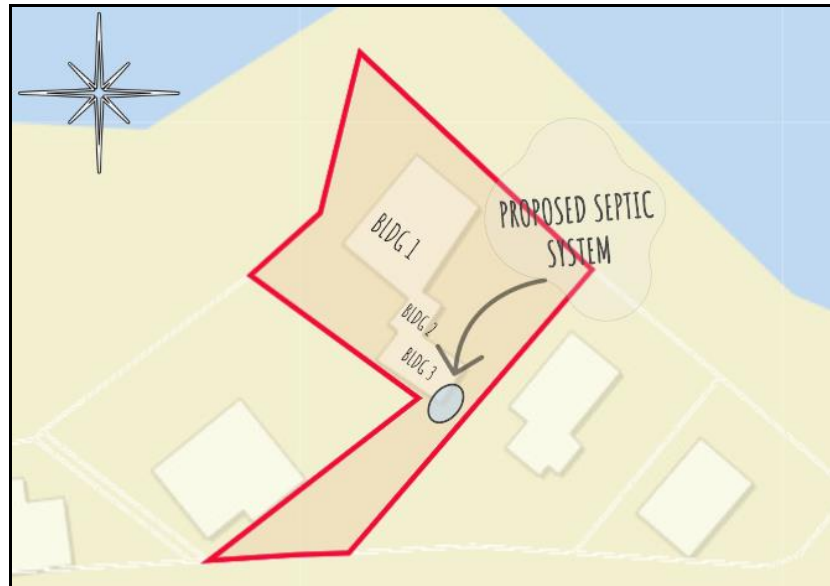


Figure 6: The proposed location for the new septic system.

The pre-treatment feature will filter the wastewater in a separate tank before it enters the main septic tank. The replacement will require a variance and a field reduction size since the footprints of building #2 and #3 and the attached deck will be reconfigured to accommodate the septic system.

Currently, these structures are non-confirming and do not fulfil the required Shoreland Zone Setback of 25'. The plans to reconfigure the structures will not bring any changes to non-conformity. The reconfiguration will reduce non-conformity resulting in the structures being inside the 25' Shoreland Zone Setback.

As for the building elevation, the reconstructed three (3) structures will have a height less than 28.2'. Building #1 and the attached wrapped deck will be reconstructed to its original location and dimensions. Below are the building #1 measurements:

- Existing 1st Floor FFE: 10.7'
- Ridge Height: 24.7' (highest ridge)
- Ridge Elevation: EL 35.4' (highest ridge)
- Building Height (as measured from the original mean grade on the low side to the highest point): 28.2' (highest ridge)

2024.53 Shoreland Zoning Permit for 241 Hills Beach Rd, (Tax Map 56, Lot 5) in the Coastal Residential (CR) Zone / Greatest Practical Extent.

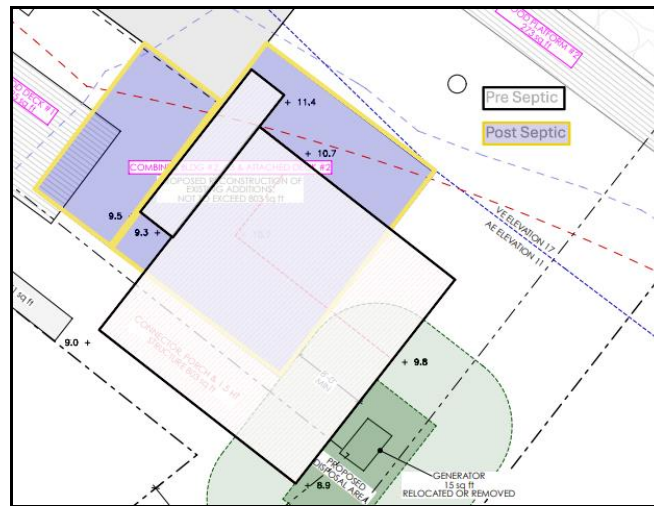


Figure 7: Pre-Septic Vs. Post-Septic System Installation.

Finally, the method for evaluating the “best practical location” for the non-confirming structure was based on the following criteria:

- The existing footprint cannot be accommodated within the buildable area
- Locational limitation for the drainfield restrict the options for relocating the existing structures
- Reservation about minimizing soil disturbance as much as possible
- The southern portion of the lot/boundary is not developmentally friendly, thus rendering the existing location of the structures at the *furthest practical extent*

5. NEXT STEPS/SUGGESTED ACTIONS

If the applicant has addressed the outstanding items to the satisfaction of the Planning Board and the Planning Board approves the project, Staff recommend doing so with the following Conditions of Approval:

- 1. The razed building shall not be relocated closer to any of the existing property lines as noted on the approved plan**
- 2. The Code Enforcement Officer shall review and approve conformance to Section 15 of the Shoreland Zoning Ordinance**
- 3. Obtain all required permits from the Maine Department of Environmental Protection and the Biddeford Code Enforcement Office**
- 4. This approval shall expire one year from the date below if a substantial start is not made in construction. If a substantial start (30% of project completion) is made within one year of the date below, the applicant shall have one additional year to complete the project, thereafter this approval shall expire**

2024.53 Shoreland Zoning Permit for 241 Hills Beach Rd, (Tax Map 56, Lot 5) in the Coastal Residential (CR) Zone / Greatest Practical Extent.

6. SAMPLE MOTIONS

A. Motion to approve Case # 2024.53 Shoreland Zoning / Greatest Practical Extent for 241 Hills Beach Road, (Tax Map 56, Lot 5), in the CR Zoning District with the above-listed Conditions of Approval.

B. Motion to Table Case # 2024.53 Shoreland Zoning / Greatest Practical Extent for 241 Hills Beach Road, (Tax Map 56, Lot 5) in the CR Zoning District based upon the following reasons:

- a) _____
- b) _____
- c) _____

C. Motion to Deny Case # 2024.53 Shoreland Zoning / Greatest Practical Extent for 241 Hills Beach Road, (Tax Map 56, Lot 5), in the CR Zoning District based upon the following reasons:

- a) _____
- b) _____
- c) _____

mobile studio design

Transmittal

Date: 9/11/24

Mobile Studio Design, Randy Smith

128 Main Street, Unit 201
Biddeford, ME 04005

Biddeford ME Planning Board

P.O. Box 586
Biddeford, ME 04005207-636-2839
planningboard@biddefordmaine.org

RE: 241 Hills Beach Road, Biddeford ME 04005; Matthew & Mary Lopresti; Planning Board Review; Furthest Practical Extent/Shoreland Zone Review

To whom it may concern,

Please see attached documents for your review. Attached, please find the following:

1. Transmittal
2. Permitt Narrative
 - a. Project Info
 - b. Location Map
 - c. Project Summary
 - d. Relocation Review
 - e. Calculations
 - f. FEMA Firm Applicability
 - g. Maine DEP
 - h. Erosion Control
 - i. Stormwater management
 - j. Photos
 - i. Existing Photos prior to the storm on 1/10/24
 - ii. Existing Photos after storm showing damage
3. Signed "Planning Board Application"
4. Agent Authorization
5. Right, Title or Interest
6. HHE-200 (Proposed)
7. Survey, Existing Conditions by Dow & Coulombe, Inc.
8. Site Development Plan(s) by MSD, Existing + Proposed
9. Check for \$140

Please let us know if you have any questions or concerns. Thank you for the opportunity!

Sincerely,
Randy Smith

241 Hills Beach Road, Biddeford ME

Date: 9/11/24

Biddeford, Maine | Land Use & Shoreland Zoning Ordinance

Owner: Matthew & Mary Lopresti

Project Location: 241 Hills Beach Road, Biddeford ME

Tax Map/Lot(s): Map 56, Lot 5

Lot Size: 8,224 Sq Ft

Zone: Coastal Residential

Shoreland Zone Overlay: Yes

Additional Overlays: Resource Protection & Limited Residential

Watershed Overlay Zone: No

Dune overlays: No

FEMA/Maine Flood Hazard Overlay: Yes, see survey

Existing Use: Residential

Proposed Use: Residential



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Permitting Narrative

Project Summary

Located at 241 Hills Beach Road is an existing, 1-1/2 story, four (4) bedroom, two (2) bathroom, residential structure. The structure is existing-non-conforming, and is comprised of a series of additions, all built prior to 1989.

The lot is primarily developed, with a shared gravel driveway, attached and detached exterior wood decks, lawn areas, and landscaping.

The property is connected to public water, with plans to maintain this service.

The property is within the resource protection and limited residential overlays.

On January 1/10/2024, a storm caused extensive coastal flooding. As seen in the before and after pictures, the flooding damaged and/or destroyed most of the exterior decks and damaged some of the existing siding and trim.

In addition to storm damage, the existing foundation and superstructure are outdated and in need of maintenance and/or replacement.

The primary focus of the applicant is to demolish and reconstruct the existing structures in compliance.

FEMA Flood Overlays & "Substantial Improvements"

The property is partially within three (3) flood plain overlays: VE 13, VE 17 and AE 11. As previously noted, the existing structures and associated foundations are in need of repair or replacement.

The assessed value of the existing structure is approximately \$193,700 (per tax assessments). Replacing the foundation at the current finished floor elevation (FFE) and renovating the superstructure may not be feasible for less than 50% of the structure's market value, potentially triggering the classification of 'Substantial Improvements.' At which point, the homeowner must raise the structure in accordance with FEMA P-499. The FEMA flood overlays are shown on the attached survey, with the most restrictive overlay governing. The proposed replacement structures must be elevated such that the bottom of the lowest horizontal structural member at, or above, BFE.

The existing FFE of the first floor is 10.7' and the ridge is 35.4'. Approved reconstruction would require the raising of the structure approximately 7'-0".

The applicant proposes to reconstruct the existing non-conforming structures and the associated attached exterior decks at the compliant elevation. Additionally, the applicant proposes to reconstruct the existing detached decks, currently at grade, to match their original footprint and dimensions, as indicated in the attached survey of conditions prior to the storm on January 10, 2024

“Relocation Review” & “Best Practical Location”

A comprehensive site assessment was conducted to determine the most compliant and practical location for a replacement septic system. Due to existing conditions, including depth to ledge and required setbacks, options for the drainfield are limited. According to the attached HHE-200, the applicant proposes replacing the current, undocumented septic system with a new 3-bedroom system featuring pre-treatment. The optimal drainfield location, requiring variances and a field size reduction, is south/southeast of the existing structure. This placement necessitates a reconfiguration or reduction of Building #3's footprint (as shown on the site plans). Pre-treatment will be used to minimize the size of the drainfield as much as possible.

To accommodate the replacement septic system, the applicant proposes reconfiguring the footprints of Buildings #2 and #3, along with the attached exterior deck, as shown on the attached site plan. These structures are currently outside the 25' Shoreland Zone setback. The proposed reconfiguration will not increase any non-conformity and will reduce non-conformity related to the side yard setback. The footprints will be reconstructed at a compliant elevation, and the building heights will not exceed the adjusted height of Structure #1 (see below). A fully engineered foundation, likely piers, in compliance with FEMA Coastal Construction Standards, shall be provided by a licensed structural engineer.

The applicant proposes to reconstruct Structure #1's footprint according to its original location and dimensions, without any modifications, including the attached wrap-around deck. The floor structure will be elevated to meet compliance standards, and the structure's height will maintain the same proportions, measured from the finished floor elevation (FFE) to the top of the ridge, relative to the new FFE. A fully engineered foundation, likely piers, in compliance with FEMA Coastal Construction Standards, shall be provided by a licensed structural engineer.

- Existing 1st Floor FFE: 10.7'
- Ridge Height: 24.7' (highest ridge)
- Ridge Elevation: EL 35.4' (highest ridge)
- Building Height (as measured from the mean original grade on the low side to the highest point): 28.2' (highest ridge)

In evaluating the existing structure's current location and the possibility of relocation, we considered the following factors to determine the “best practical location” for the non-conforming structure:

1. The existing footprint cannot be relocated to fit entirely within the buildable area.
2. Drainfield location – site conditions and limited options for the drainfield restrict the potential relocation of the existing structures.
3. Minimization of soil disturbance – we aim to utilize already disturbed areas as much as possible.

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4. Lot/boundary configuration – the acute boundary lines make the southern portion of the lot impractical for development; thus, the structure is currently positioned at the furthest practical extent.

In conclusion, based on the factors outlined above, the existing structure is situated at the "best practical location" and positioned to the furthest practical extent. The proposed footprint reconfiguration of Buildings #2 and #3 will further reduce non-conformity.

Calculations (see A-001 Proposed Site Development Plan)

1) Building Coverage (excludes roof overhangs)*

a) Building #1	714 sf
b) Wrap-around Deck #1 (Adjacent to bldg. #1)	279 sf
c) Building #2	144 sf
d) Building #3	435 sf
e) Attached Deck #2	225 SF
f) Wood Deck #1	195 sf
g) Wood Platform #1	131 sf
h) Wood Platform #2	273 sf
i) Wood Storage	51 sf
Sum of Structures	2,447 sf
*Sum of buildings #2, #3 and attached deck:	804 sf

2) Lot Coverage (includes roof overhangs)*

a) Lot size	8,224 sf
i) Existing House (roof overhang)	1,400 sf
(a) Wrap-around Deck #1	279 sf
(b) Attached Deck #2	225 sf
ii) Wood Deck #1	195 sf
iii) Wood Platform #1	131 sf
iv) Wood Platform #2	273 sf
v) Storage	51 sf
vi) Generator	15 sf
vii) Wood Retaining Wall(s)	48 sf
viii) Rip-Rap	425 sf
ix) Crushed stone driveway	1,644 sf
Total Impervious Lot Coverage	4,703 sf or 57%

*Calculations listed above are limited to area outside of/beyond the 7.4' contour, as noted on the attached survey/site plan(s)

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Maine DEP:

A Permit by Rule (NRPA) is required for any land disturbance within 75 feet of the Highest Annual Tide (HAT), adjacent to a protected natural resource. This is a standard permit necessary for any approved development—whether relocation, reconstruction, or expansion—within the 75-foot setback. The permit is issued by the Maine Department of Environmental Protection (DEP).

It is the applicant's intent to prepare and submit a PBR for the associated scope of work pending the Biddeford Planning Board's review and approval of the proposed development.

Maine Coastal Bluffs:

Per the Maine Geological survey, this lot does not contain any bluffs and therefore has no related setbacks.

Wetlands:

Per the U.S. Fish and Wildlife's National Wetland Inventory Interactive map, this lot(s) does not contain any wetlands.

Erosion Control:

The existing land slope is predominantly flat to gently sloping, with a moderate amount of lawn and grass. An existing rip-rap seawall was moderately impacted by the storm but will remain in place, with potential repairs in kind to be permitted and completed at a later date. Erosion control measures will be installed and maintained throughout the project in accordance with Maine DEP's Best Management Practices (BMP).

Stormwater Management:

Upon project approval, an engineered stormwater management plan shall be provided to code enforcement for review and approval. Naturalized stormwater management practices shall be prioritized as much as practicable.

Roof drip edge filtration shall be installed in accordance with DEP BMP (Best Management Practices).

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Existing Structure Images, prior to storm damage on 1/10/24:



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Existing Photos, after storm damage on 1/10/24:



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Permitting Narrative



**City of Biddeford – Planning Department****Planning Board Application**

P.O. Box 586, 205 Main Street Biddeford, Maine 04005
207-284-9115

Type of Application:

☒ Shoreland Zoning Permit ☐ Site Plan Review ☐ Extraction
☐ Conditional Use Permit ☐ Subdivision ☐ Private Way
☐ Other: _____

Applicant Information:

Name: Matthew & Mary Lopresti
Mailing Address: 2 Old Weston Road, Wayland, MA 01778
Telephone: 617.548.9630
Email: mflo9resti@gmail.com

What is your legal interest in the property?

☒ Owner ☐ Potential Buyer with Contract ☐ Lease/Rental Agreement

Owner's Information:

Name: Matthew & Mary Lopresti
Mailing Address: 2 Old Weston Road, Wayland, MA 01778
Telephone: 617.548.9630
Email: mflo9resti@gmail.com

Agent's Information:

Name: Mobile Studio Design, Randy Smith
Mailing Address: 128 Main Street Unit 201 Biddeford ME 04005
Telephone: 571-581-5454
Email: randy@mobilestudiodesign.com

Engineer/Surveyor's Information:

Name: Dow & Coulombe, Inc.
Mailing Address: 13 Park Street Saco, ME 04072
Telephone: 207-284-4521
Email: info@dowcoulombe.com

Project Location and Lot Information:

Street Address: 241 Hills Beach Road Drainage Watershed: _____
Tax Map: 56 Lot: 5
Current Zoning: Coastal Residential Shoreland Zoning: RP + LR
Size of Lot: 8,224 () acres (X)s.f. Lot Frontage: 62'-7 1/2"
Existing Use of Property: Single Family Dwelling

Property currently serviced by:

☒ City Road ☐ Public Sewer ☒ Public Water ☐ Public Trash
☐ Private Road ☒ Septic System ☐ Private Well ☐ Private Hauler

Slope Conditions in Area of Construction (if applicable):

☒ Flat (0-3% slope) ☐ Rolling (3-8% slope) ☐ Hilly (8-15% slope) ☐ Steep (15%+ Slope)

Are there any wetlands or waterbodies on the site? ☐ (Yes) ☒ (No) if yes attach information

Is the project within the 100-year floodplain? ☒ (Yes) ☐ (No) if yes attach information

Do you plan to bring fill onto the lot? ☐ (Yes) ☒ (No) If yes attach information

Description of proposed use of property:

Project/Proposed Use:

No change in use; see attached narrative

Property to be Serviced by:

☒ City Road ☐ Public Sewer ☒ Public Water ☐ Public Trash
☐ Private Road ☒ Septic System ☐ Private Well ☐ Private Hauler

Limits of Disturbance: SEE SITE PLAN () acres () s.f.

Net change in impervious cover: 0 () acres (X) s.f.

Is this project part of a larger project? ☐ (Yes) ☒ (No)

Is the project proposing a new Private or Public Road? ☐ (Yes, Private) ☐ (Yes, Public) ☒ (No)

Is this project within the Urbanized Area/MS4 (see [City Drainage Map](#)) ☐ (Yes) ☒ (No)

Is the project proposing any Stormwater facilities/BMPs? ☐ (Yes) ☒ (No)

Will a Traffic Movement Permit (TMP) be required?: ☐ (Yes) ☒ (No)

If in a Shoreland Zone:

Percent of residential lot coverage (Max 20%): 57%

Percent of structure expansion (Max 30%): 0% No change

If Subdivision Review, number of lots proposed:

If a Private Way is proposed, number of lots served:

If Site Plan Review, you must provide the following information:

Total new square feet footprint of structure: No change

Total new square feet paving/parking:

Waiver Requests (attach details):

1. _____
2. _____
3. _____
4. _____
5. _____

Required Submittal Attachments:

A. Letters of Approval

☐ Fire Department – Contact Chief or Deputy Chief – 282-9986

☐ Ability to Serve for Water Service – Maine Water – 282-1543

☐ Ability to Serve for Sewer Service – Engineering Department – Tom Milligan 284-9118

☐ Police Department – e-911 Road Name Designation – Contact Joanne Fisk 282-5127

B. Letter to Planning Board describing project, Waiver requests, proposed improvements, addressing permit requirements, etc.

C. Photographs of Site.

D. Architectural renderings/drawings of proposed buildings, as required.

E. Engineering Plans, as required.

F. Stormwater Management Report, as required.

Fees (Due at time of Submission):

- \$75 Nonrefundable Administration Fee is required for every application.
- Refer to “Attachment A Fees and Charges” of the Land Development Regulations for more information. Consult with Planning Staff if you have questions.

Required Signatures:

By signing this application, as the foresaid applicant or authorized agent:

- I certify that I have read and completely understand the application;
- I certify that the information contained in this application and its attachments are true and correct;
- I understand that all information provided on this form and all other documents submitted as part of my proposal is a matter of public record;
- I understand that copies of this information may be supplied upon request to an interested party.
- I understand that additional funds may be required through the course of the review for special studies, legal review costs, and/or engineering review.
- I understand that by submitting an application I am not guaranteed a place on any particular agenda. I further understand that the City Planner will place me on an agenda for review when the application is deemed substantially complete.

Will the proposed project cause 1 acre or more of site disturbance?: __ (Yes) __ (No)

- **If Yes, applicant is responsible for any required Maine Construction General Permits and shall comply with the requirements of DEP Chapter 500 Stormwater Regulations, as they apply.**

Signature of Applicant: Randy Smith ✓

Date 9/11/24

Signature of Property Owner:

Date

DIGITAL SUBMITTAL REQUIREMENTS FOR ALL SUBMITTALS:

A) PDF OF SIGNED APPLICATION

B) PDFs OF ALL DRAWING SETS AND OTHER REQUIRED SUBMITTAL ATTACHMENTS NOTED ABOVE

HARD-COPY SUBMITTAL REQUIREMENTS FOR PLANNING BOARD APPLICATIONS:

A) SEVEN (7) FULL-SIZE PAPER COPIES OF DRAWING SETS

DIGITAL SUBMITTAL REQUIREMENTS FOR FINAL APPROVAL:

A) INDIVIDUALLY NAMED PDFs OF EACH DRAWING (NOT A COMBINED PDF SET)

- *Individual Drawing PDF Naming Format: 'PROJECT/SHEETSET NAME_INDIVIDUAL DRAWING NAME.pdf'*

B) PDF COPIES OF ALL PERMIT APPROVALS, APPLICATIONS, REPORTS, NARRATIVES, LETTERS, ETC.

C) FINAL CAD REFERENCE FILES IN DWG FORMAT (SURVEY & PROPOSED DESIGN LINEWORK)

- *All drawings & CAD reference files must be to-scale and within the following coordinate systems:*

- *MAINE STATE PLANE WEST NAD83 (Horizontal Datum) & NAVD88 (Vertical Datum)*

HARD-COPY SUBMITTAL REQUIREMENTS FOR FINAL APPROVAL:

A) THREE (3) FULL-SIZE PAPER COPIES OF INDIVIDUAL DRAWINGS REQUIRING BOARD SIGNATURE

B) ONE (1) FULL-SIZE PAPER COPY OF ENTIRE DRAWING SET FOR ENGINEERING RECORDS

PLEASE CONFIRM WITH PLANNING STAFF FOR CLARIFICATION

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Letter of Authorization

For the permitting associated w/ the property located at:
241 Hills Beach Road, Biddeford ME

I, (property owner): **Matthew & Mary Lopresti**

of (mailing address): **2 Old Weston Road Wayland, MA 01778**

do hereby authorize (agent): **Mobile Studio Design, Randy Smith**

to act in my behalf with respect to (project scope): **Planning Board Review**

for the property (property address): **241 Hills Beach Road, Biddeford ME 04005**

know by the assessors tax map number 56 and lot number 5.

I hereby authorize the individual or business listed above to act as my legal agent in all matters relating to my/our permit application(s). I understand that I am ultimately responsible for complying with all applicable regulations and with all conditions and limitations of any permits issued to me by the regulating authority. I hereby authorize the agent to act as my legal agent in all matters relating to this permit application.

Property Owner Signature #1: _____ Date: 09-11-2024
Matthew Lopresti

Property Owner Signature #2: _____ Date: 9-11-2024
Mary Lopresti

DLN: 1002340256928

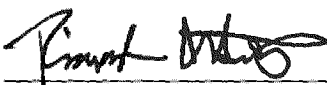
WARRANTY DEED

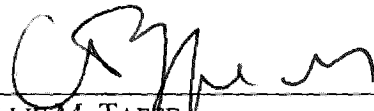
Know all by these presents that I, CALLIE M. TAFTE of Biddeford, Maine, for consideration paid, grant to MATTHEW LOPRESTI AND MARY LOPRESTI, whose mailing address is 2 OLD WESTON ROAD, WAYLAND, MASSACHUSETTS 01778, with WARRANTY COVENANTS (EXCEPT AS NOTED) AS JOINT TENANTS, the real property situated in the City of Biddeford, County of York and State of Maine, described as follows:

SEE EXHIBIT A ATTACHED HERETO

The current property address is 241 Hills Beach Road, Biddeford Tax Map 56, Lot 5

Witness my hand and seal this 20th day of November 2023.


WITNESS

By: 
CALLIE M. TAFTE

STATE OF MAINE

County of YORK

November 20, 2023

Then personally appeared the above named CALLIE M. TAFTE and acknowledged the foregoing instrument to be her free act and deed.

Before me,


Attorney at Law/Notary Public
Print Name: RICHARD A. HULT
Commission Expires:

Maine R.E. Transfer Tax Paid

EXHIBIT A

Property: 241 Hills Beach Road, Biddeford, Maine

PARCEL ONE:

The land together with the buildings and improvements thereon situated in Biddeford in the County of York and State of Maine, described as follows:

BEGINNING at a point or peg in the ground marked "P" near the beach and running S 38 ¾° E sixty-four (64) feet;

THENCE S 51 ¾° W sixty-four (64) feet;

THENCE N 38 ¾° W sixty-four (64) feet;

THENCE N 51° ¾° E sixtyfour (64) feet to the point of beginning.

PARCEL TWO:

Also granting herewith certain lots or parcels of land bounded and described as follows:

Any property which lies between the Northwesternly sideline of a certain lot or parcel of land described in a deed from Mark J. McManus to Donald J. Bourgeois, dated December 6, 1979 and of record at Book 2604, Page 318 of said Registry (hereinafter referred to as "Bourgeois Deed" PARCEL ONE above described) and the Atlantic Ocean; any property which lies between the Northeastly sideline of the land described in the Bourgeois Deed and the Atlantic Ocean; any property which lies between the Southeastly sideline of the land described in the Bourgeois Deed and the Northwesternly sideline of land now or formerly of R & D Realty; any property which lies between the Southwestly sideline of land described in the Bourgeois Deed, the Northwesternly sideline of the said R & D Realty land, the Northerly sideline of Hills Beach Road and the Southerly sideline of land now or formerly of one Picard.

A composite description of the above described premises generated from the sources and plans hereinafter referenced and is being conveyed to Grantees without covenant (except to the extent encompassed within the bounds of Parcel One and Parcel Two above) is as follows:

A certain lot or parcel of land together with the buildings and improvements thereon situated on the northwesterly side of Hills Beach Road, so-called, in Biddeford, York County, Maine, and being more particularly bounded and described as follows:

BEGINNING at a set iron pipe on the northwesterly side of Hills Beach Road at the southerly corner of land described in deed of Dennis J. Mercure and others to Agnes B. Letterese dated January 11, 2010, and recorded in York Registry of Deeds in Book 15796, page 666;

THENCE N 54° 40' 15" E (Magnetic 1980) by said Letterese land a distance of 128.72 feet to a drill hole with surveyor's cap set in a boulder;

THENCE continuing on the same course to high water mark of the Atlantic Ocean;

THENCE in a general westerly and southerly direction by high water mark of the Atlantic Ocean to a point which lies N 34° 14' 43" W (Magnetic 1982) from the northerly corner of land now or formerly of James Iannone and Lidia Pedro, Trustees of the Iannone/Pedro Family Trust dated March 27, 2020, and recorded in York Registry of Deeds in Book 18214, page 267;

THENCE S 34° 14' 43" E (Magnetic 1982) to the northerly corner of said Trust land;

THENCE S 34° 14' 43" E (Magnetic 1982) by said Trust land a distance of 64 feet, more or less, to a 5/8 inch iron rod found and an angle point (said course passes through a 1 and ¼ inch iron pipe approximately 15 feet from the aforesaid 5/8 inch iron pipe and at an approximate angle point in a split rail fence;

THENCE in a southeasterly direction by said Trust land a distance of 100 feet, more or less, to a 1 and ¼ inch iron pipe found at the apparent northwesterly sideline of said Hills Beach Road;

THENCE S 75° 51' 25" E (Magnetic 1980) by the apparent sideline of said Hills Beach Road a distance of 65 feet, more or less, to the set iron pipe which marks the point of beginning.

Reference is made to the following plans:

- A. Sketch Showing Lane Surveyed for Donald J. Bourgeois, Hills Beach-Biddeford, Maine, dated December 15, 1982, by Dow & Coulombe, Inc.; and
- B. Plan of Land to be Conveyed by Martha Priestly, Hills Beach Road, Biddeford, Maine, dated August 29, 1980, prepared by Oak Point Associates; and
- C. Plan Showing a Boundary Survey and Topographic Survey Made for Agnes B. Letterese dated March 20, 2019, by Dow & Coulombe, Inc.

Also conveying without covenant any adjacent real estate to which Grantor has title and which lies outside the bounds of the above described premises whether acquired by grant, adverse occupancy, prescriptive easement or otherwise including but not limited to, any interest between high water mark and low water mark of the Atlantic Ocean.

The above described premises are conveyed subject to those rights and easements set forth in the following:

- A. Deed of Steven A. Garnache and Lorraine R. Garnache to Leopold W. Picard and Madeleine A. Picard dated February 28, 1977, and recorded in York Registry of Deeds in Book 2170, page 692, (the premises therein described being land now described as being owned by the Trustees of the Iannone/Pedro Family Trust); and
- B. Deed of Dennis J. Mercure et al to Agnes B. Letterese dated January 11, 2010, and recorded in York Registry of Deeds in Book 15796, page 666.

For Grantor's source of title reference is made to deed of James W. Taylor and others to Callie M. Taffe having various dates and recorded in York Registry of Deeds in Book 8461, page 19.



Department of Health and Human Services
Maine Center for Disease Control and Prevention
286 Water Street
11 State House Station
Augusta, Maine 04333-0011
Tel: (207) 287-5672
Fax: (207) 287-4172; TTY: 1-800-606-0215

SUBSURFACE WASTEWATER DISPOSAL SYSTEM VARIANCE REQUEST

This form must accompany an application (HHE-200 Form) for any subsurface wastewater disposal system which requires a variance to provisions of the Subsurface Wastewater Disposal Rules. The Local Plumbing Inspector must not issue a permit for the installation of a subsurface wastewater disposal system requiring a variance from the Department of Health and Human Services until approval has been received from the Department.

GENERAL INFORMATION		Town of <u>Biddeford</u>
Property Owner's Name: <u>Matthew Lopresti</u>	Tel. No.: _____	
System's Location: <u>241 Hills Beach Road</u>		
Property Owner's Address: <u>c/o Mobile Design Studio, Attn: Cat Sumislaski, 128 Main Street, Unit #201, Biddeford, ME</u> Zip Code <u>04005</u>		
e-mail address: _____		

The subsurface wastewater disposal system design for the subject property requires a ☒ replacement system variance ☐ first time system variance to the Subsurface Wastewater Disposal Rules. This variance requires ☒ local approval ☐ local and state approval.

SPECIFIC VARIANCE REQUESTED (To be filled in by Site Evaluator. Use additional sheets if needed.)	SECTION OF RULE
1. <u>See Sheet Attached</u>	<u>9</u>
2. _____	_____
3. _____	_____

SITE EVALUATOR

When a property is found to be unsuitable for subsurface wastewater disposal by a licensed Site Evaluator, the Evaluator shall so inform the property owner. If the property owner, after exploring all other alternatives, wishes to request a variance to the Rules, and the Evaluator in his professional opinion feels the variance request is justified and the site limitations can be overcome, he shall document the soil and site conditions on the Application. The Evaluator shall list the specific variances necessary plus describe below the proposed system design and function. The Evaluator shall further describe how the specific site limitations are to be overcome, and provide any other support documentation as required prior to consideration by the Department. Attach a separate sheet if necessary.

Proposed disposal area located further from ocean than existing disposal area. Proposed chambers are located outside the existing driveway area to avoid potential grading issues and respecting the driveway easement for neighbor to the east. I believe the use of tertiary wastewater treatment overcomes the setback variances.

I, Brady Frick, S.E., certify that a variance to the Rules is necessary since a system cannot be installed which will completely satisfy all the Rule requirements. In my judgment, the proposed system design on the attached Application is the best alternative available; enhances the potential of the site for subsurface wastewater disposal; and that the system should function properly.

Brady Frick 8/9/24
SIGNATURE OF SITE EVALUATOR DATE

PROPERTY OWNER	
I, _____, am the ☐ owner ☐ agent for the owner of the subject property. I understand that the installation on the Application is not in total compliance with the Rules. Should the proposed system malfunction, I release all concerned provided they have performed their duties in a reasonable and proper manner, and I will promptly notify the Local Plumbing Inspector and make any corrections required by the Rules. By signing the variance request form, I acknowledge permission for representatives of the Department to enter onto the property to perform such duties as may be necessary to evaluate the variance request.	
☐ SIGNATURE OF OWNER ☐ AGENT FOR THE OWNER	DATE _____

LOCAL PLUMBING INSPECTOR - Approval at local level

The local plumbing inspector shall review all variance requests prior to rendering a decision.

I, _____, the undersigned, have visited the above property and find that the variance request submitted by the applicant does not conform with certain provisions of the wastewater disposal rules. The variance request submitted by the applicant is the best alternative for a subsurface wastewater disposal system on this property. The proposed system (☐ does ☐ does not) conflict with any provisions controlling subsurface wastewater disposal in the shoreland zone. Therefore, I (☐ do ☐ do not) approve the requested variance. I (☐ will ☐ will not) issue a permit for the system's installation as proposed by the application.

LPI Signature

Date

LOCAL PLUMBING INSPECTOR - Referral to the Department

The local plumbing inspector shall review all variance requests prior to forwarding to the Division of Environmental Health.

I, _____, the undersigned, have visited the above property and find that the variance request submitted by the applicant does not conform with certain provisions of the wastewater disposal rules. The variance request submitted by the applicant is the best alternative for a subsurface wastewater disposal system on this property. The proposed system (☐ does ☐ does not) conflict with any provisions controlling subsurface wastewater disposal in the shoreland zone. Therefore, I (☐ do ☐ do not) recommend the issuance of a permit for the system's installation as proposed by the application.

LPI Signature

Date

FOR USE BY THE DEPARTMENT ONLY

The Department has reviewed the variance(s) and (☐ does ☐ does not) give its approval. Any additional requirements, recommendations, or reasons for the Variance denial, are given in the attached letter.

SIGNATURE OF THE DEPARTMENT

DATE

Notes: 1. Variances for soil conditions may be approved at the local level as long as the total point assessment is at least the minimum allowed. (See Section 7.B.4 of the Subsurface Wastewater Disposal Rules for Municipal Review.)

2. Variances for other than soil conditions or soil conditions beyond the limit of the LPI's authority are to be submitted to the Department for review. (See Section 7.B.3 for Department Review.) The LPI's signature is required on these variance requests prior to sending them to the Department.

**SOIL, SITE AND ENGINEERING FACTORS FOR FIRST TIME SYSTEM VARIANCE ASSESSMENT
WITH LIMITING SOIL DRAINAGE CONDITIONS (SEE TABLES 7C THROUGH 7M).**

	CHARACTERISTIC	POINT ASSESSMENT
Soil Profile		
Depth to Groundwater/Restrictive Layer		
Terrain		
Size of Property		
Waterbody Setback		
Water Supply		
Type of Development		
Disposal Area Adjustment		
Vertical Separation Distance		
Additional Treatment		
TOTAL POINT ASSESSMENT:		

Minimum Points (Check One): ☐ Outside Shoreland Zone-50 ☐ Inside Shoreland Zone-65 ☐ Subdivision-65

DISPOSAL SYSTEM VARIANCE REQUEST ATTACHMENT**Table 9A****Setback Distances for Replacement System, Limits of LPI Authority**

VARIANCE CATEGORY	LIMIT OF LPI'S APPROVAL AUTHORITY						VARIANCE REQUESTED TO:	
SOILS								
Soil Profile	Ground Water Table							inches
Soil Condition	Restrictive Layer							inches
from HHE-200	Bedrock							inches
Site Features vs. disposal system components of various sizes	Disposal Fields (total design flow)			Septic Tanks and Holding Tanks (total design flow)			Disposal Fields	Septic Tanks
	Less than 1000 gpd	1000 to 2000 gpd	Over 2000 gpd	Less than 1000 gpd	1000 to 2000 gpd	Over 2000 gpd	To	To
Wells with water usage of 2000 or more gpd or public water supply wells	300 ft	300 ft	300 ft	150 ft	150 ft	150 ft		
Potable Supply Well	100 down to 60 ft	200 down to 100 ft	300 down to 150 ft	50 down to 25 ft [a]	100 down to 50 ft [a]	100 down to 50 ft		
Water supply line	10 ft	20 ft	25 ft	10 ft	10 ft	10 ft		
Water course, major [c]	100 down to 50 ft	200 down to 120 ft	300 down to 180 ft	100 down to 25 ft [a]	100 down to 50 ft	100 down to 50 ft	51'	25' min
Water course, minor [c]	50 down to 25 ft	100 down to 50 ft	150 down to 75 ft	50 down to 25 ft	50 down to 25 ft	50 down to 25 ft		
Drainage ditches	25 down to 12 ft	50 down to 25 ft	75 down to 35 ft	25 down to 12 ft	25 down to 12 ft	25 down to 12 ft		
Slopes greater than 3:1	10 ft	18 ft	25 ft	N/A	N/A	N/A		
No full basement [e.g. slab, columns, posts]	15 down to 7 ft	30 down to 15 ft	40 down to 20 ft	8 down to 5 ft	14 down to 7 ft	20 down to 10 ft	8'	5' min
Full basement [below grade foundation, frost wall]	20 down to 10 ft	30 down to 15 ft	40 down to 20 ft	8 down to 5 ft	14 down to 7 ft	20 down to 10 ft		
Property lines	10 down to 5 ft [b]	18 down to 9 ft [b]	20 down to 10 ft [b]	10 down to 4 ft [b]	15 down to 7 ft [b]	20 down to 10 ft [b]	9'	
Burial sites or graveyards boundaries, measured from the down toe of the fill extension	25 ft	25 ft	25 ft	25 ft	25 ft	25 ft		
Stormwater infiltration systems	100 down to 60 feet	200 down to 120 feet	300 down to 180 feet	100 down to 50 feet	100 down to 50 feet	100 down to 50 feet		
Wetponds, retention ponds, and detention basins (excavated below grade); Soil filters underdrained swales, underdrained outlets, and similar structures	50 down to 25 feet [d]	100 down to 50 feet [d]	150 down to 75 feet [d]	50 down to 25 feet [d]	50 down to 25 feet [d]	50 down to 25 feet [d]		
Stormwater detention basins (basin bottom at, or above, predevelopment grade)	25 down to 12 feet	50 down to 25 feet [d]	75 down to 35 feet [d]	25 down to 12 feet	25 down to 12 feet	25 down to 12 feet		
OTHER								
1. 3:1 fill extensions needed to property lines								
2.								
3.								

Notes:

[a] This distance may be reduced to 25 feet, if the septic or holding tank is tested in the LPI's presence and shown to be watertight pursuant to water tightness standards found in Section 7(H)(8) or of monolithic construction.

[b] Additional setbacks may be needed to prevent fill material extensions from encroaching onto abutting property.

[c] All ground disturbance or clearing of woody vegetation necessary for the installation of a subsurface wastewater disposal system that occurs within 100 feet of the normal high water mark of a major or minor water body/course must comply with these Rules pertaining to work adjacent to or within wetlands and water bodies (for more details, see Section 12).

[d] The reduced setback distance may be further reduced down to 12 feet if the stormwater structure has an impervious liner and the fill extensions do not encroach onto the stormwater structure.

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Dept. Health & Human Services
Div of Environmental Health, 11 SHS
(207) 287-2070 FAX (207) 287-4172

PROPERTY LOCATION		>>CAUTION: LPI APPROVAL REQUIRED<<	
City, Town, or Plantation	BIDDEFORD	Town/City	Permit #
Street or Road	241 HILLS BEACH ROAD	Date Permit Issued	Fee \$ Double Fee Charged []
Subdivision, Lot #			L.P.I.#
OWNER/APPLICANT INFORMATION		Local Plumbing Inspector Signature	
Name (last, first, MI)	LOPRESTI MATTHEW	Fee \$	State Fee Fee \$ Locally Adopted Fee
	☒ Owner ☐ Applicant	Copy: [] Owner [] Town [] State	
Mailing Address of	c/o MOBILE DESIGN STUDIO ATTN: CAT SUMISLASKI 128 MAIN ST, UNIT 201 BIDDEFORD, ME 04005	The Subsurface Wastewater Disposal System shall not be installed until a Permit is issued by the Local Plumbing Inspector. The Permit shall authorize the owner or installer to install the disposal system in accordance with this application and the Maine Subsurface Wastewater Disposal Rules.	
Daytime Tel. #	494-8102	Municipal Tax Map # 56 Lot # 5	
OWNER OR APPLICANT STATEMENT		CAUTION: INSPECTION REQUIRED	
I state and acknowledge that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Department and/or Local Plumbing Inspector to deny a permit.		I have inspected the installation authorized above and found it to be in compliance with the Subsurface Wastewater Disposal Rules Application.	
Signature of Owner/Applicant		Local Plumbing Inspector Signature	
Date		(1st) Date Approved	
		(2nd) Date Approved	

PERMIT INFORMATION

TYPE OF APPLICATION	THIS APPLICATION REQUIRES	DISPOSAL SYSTEM COMPONENTS
☐ 1. First Time System ☒ 2. Replacement System Type Replaced: UNKNOWN Year Installed: UNKNOWN ☒ 3. Expanded System ☒ a. <25% Expansion ☐ b. >25% Expansion ☐ 4. Experimental System ☒ 5. Seasonal Conversion	☐ 1.No Rule Variance ☐ 2.First Time System Variance ☐ a. Local Plumbing Inspector Approval ☐ b. State & Local Plumbing Inspector Approval ☒ 3.Replacement System Variance ☒ a. Local Plumbing Inspector Approval ☐ b. State & Local Plumbing Inspector Approval ☐ 4.Minimum Lot Size Variance ☒ 5.Seasonal Conversion Permit	☒ 1. Complete Non-Engineered System ☐ 2. Primitive System(graywater & alt toilet) ☐ 3. Alternative Toilet, specify: ☐ 4. Non-Engineered Treatment Tank (only) ☐ 5. Holding Tank, _____ gallons ☐ 6. Non-Engineered Disposal Field (only) ☐ 7. Separated Laundry System ☐ 8. Complete Engineered System(2000gpd+) ☐ 9. Engineered Treatment Tank (only) ☐ 10. Engineered Disposal Field (only) ☒ 11. Pre-treatment, specify: FUJICLEAN ☐ 12. Miscellaneous components CENS UNIT OR EQUIVALENT
SIZE OF PROPERTY	DISPOSAL SYSTEM TO SERVE	TYPE OF WATER SUPPLY
0.19 ☐ SQ. FT. ☒ ACRES	☒ 1. Single Family Dwelling Unit, No. of Bedrooms: 3 ☐ 2. Multiple Family Dwelling, No of Units: _____ ☐ 3. Other: _____ (specify) Current Use ☒ Seasonal ☐ Year Round ☐ Undeveloped	☐ 1. Drilled Well ☐ 2. Dug Well ☐ 3. Private ☒ 4. Public ☐ 5. Other:
SHORELAND ZONING		
☒ Yes ☐ No		

DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)

TREATMENT TANK PROVIDE RISERS AND COVERS TO GRADE	DISPOSAL FIELD TYPE & SIZE	GARBAGE DISPOSAL UNIT	DESIGN FLOW
☐ 1. Concrete ☐ a. Regular ☐ b. Low Profile ☐ 2. Plastic FUJICLEAN ☒ 3. Other: CENS UNIT CAPACITY: 749 GAL. SEE NOTE ON PAGE 3	☐ 1. Stone Bed ☐ 2. Stone Trench ☒ 3. Proprietary Device ☒ a. Cluster array ☐ c.Linear ☐ b. Regular ☒ d. H-20 loaded ☐ 4. Other: _____ SIZE: 256 ☒ sq. ft. ☐ lin. ft. 4 H-20 RATED CONCRETE CHAMBER UNITS	☒ 1. No ☐ 2. Yes ☐ 3. Maybe If Yes or Maybe, specify one below: ☐ a.Multi-compartment tank ☐ b. _____ tanks in series ☐ c.Increase in tank capacity ☐ d.Filter on tank outlet	270 gallons per day BASED ON: ☒ 1.Table 4A (dwelling unit(s)) ☐ 2.Table 4C (other facilities) SHOW CALCULATIONS for other facilities EXISTING 2 BEDROOMS PROPOSED EXPANSION TO 3 BEDROOMS AT 90 GALLONS PER DAY EACH
SOIL DATA & DESIGN CLASS	**75% REDUCTION WITH TERTIARY TREATMENT** DISPOSAL FIELD SIZING	EFFLUENT/EJECTOR PUMP	LATITUDE AND LONGITUDE at center of disposal area
PROFILE CONDITION 12 / C at Observation Hole # TP 1 Depth 18" of Most Limiting Soil Factor	☒ 1. Medium - 2.6 sq.ft./gpd ☐ 2. Medium-Large - 3.3 sq.ft./gpd ☐ 3. Large - 4.1 sq.ft./gpd ☐ 4. Extra-Large - 5.0 sq.ft./gpd	☐ 1. Not required ☒ 2. May be required ☐ 3. Required Specify only for engineered systems: SEE NOTE ON PAGE 3 DOSE: _____ gallons	☐ 3. Section 4G (meter readings) ATTACH WATER-METER DATA Lat. N 43 d 27 m 0.42 s Lon. W 70 d 21 m 39.72 s if g.p.s., state margin of error

SITE EVALUATOR STATEMENT

I certify that on 8/1/24 (date) I completed a site evaluation on this property and state that the data reported are accurate and that the proposed system is in compliance with the Subsurface Wastewater Disposal Rules (10-144A CMR 241).

Site Evaluator Signature

352
SE #

Date

BRADY A. FRICK

(207) 839-5563

INFO@ALBERTFRICK.COM

Site Evaluator Name Printed

Telephone Number

E-mail Address

ALBERT FRICK ASSOCIATES - 731 FOSS ROAD, LIMERICK, MAINE 04048 - (207) 839-5563

Note: Changes to or deviations from the design should be confirmed with the Site Evaluator

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SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Department of Health and Human Services
Division of Environmental Health
(207) 287-2070 FAX (207) 287-4172

Town, City, Plantation

BIDDEFORD

Street, Road Subdivision

241 HILLS BEACH ROAD

Owner's Name

MATTHEW LOPRESTI

****ALBERT FRICK ASSOCIATES ARE NOT SURVEYORS****

PROPERTY INFORMATION APPROXIMATED PER PLAN

BY MOBILE DESIGN STUDIO DATED 7/24/24,

TOWN TAX MAP AND AERIAL PHOTOGRAPH

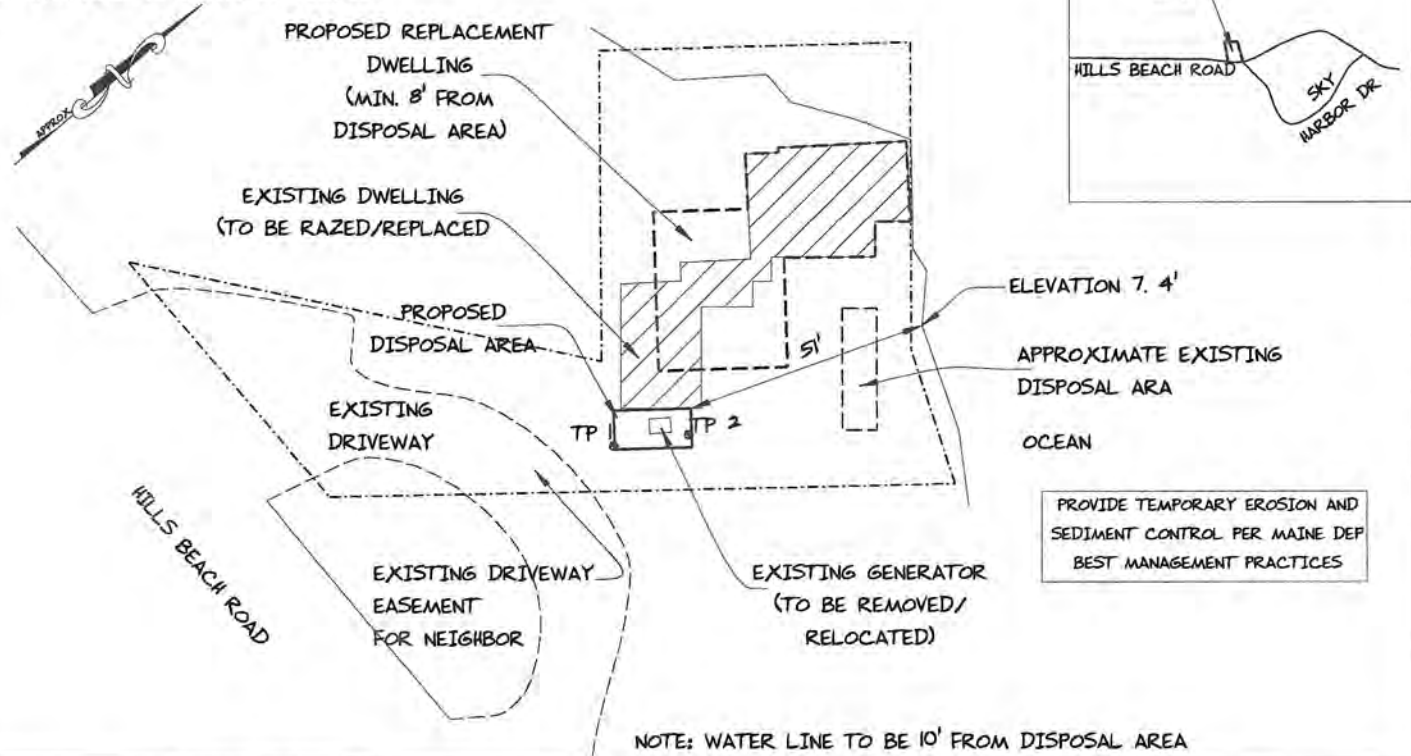
VERIFY PROPERTY LINES TO ASSURE ACCURATE

LOCATION PRIOR TO SYSTEM INSTALLATION

SITE PLAN

Scale 1" = **40** Ft.
or as shown

SITE LOCATION PLAN
(Attach Map from Maine
Atlas Recommended)



PROVIDE TEMPORARY EROSION AND
SEDIMENT CONTROL PER MAINE DEP
BEST MANAGEMENT PRACTICES

SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole **TP 1** ☒ Test Pit ☐ Boring
" Depth of Organic Horizon Above Mineral Soil

Texture	Consistency	Color	Mottling
LOAMY SAND		DARK BROWN	
	FRIABLE		
FINE SAND		LIGHT YELLOWISH BROWN	COMMON DISTINCT
			△△△
			FREE WATER

Soil Classification **12** **C** **0-3** % **18** "
Profile Condition Slope Limiting Factor

☒ Ground Water
☐ Restrictive Layer
☐ Bedrock
☐ Pit Depth

Observation Hole **TP 2** ☒ Test Pit ☐ Boring
" Depth of Organic Horizon Above Mineral Soil

Texture	Consistency	Color	Mottling
GRAVELLY COARSE SAND	LOOSE	YELLOWISH BROWN	
SAND	FIRM	BROWN	COMMON DISTINCT

Soil Classification **11** **C** **0-3** % **32** "
Profile Condition Slope Limiting Factor

☒ Ground Water
☐ Restrictive Layer
☐ Bedrock
☐ Pit Depth

Site Evaluator Signature

352
SE #

Date

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SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Department of Health and Human Services
Division of Environmental Health
(207) 287-2070 FAX (207) 287-4172

Town, City, Plantation

Street, Road, Subdivision

Owner's Name

BIDDEFORD

241 HILLS BEACH ROAD

MATTHEW LOPRESTI

NOTE: THOROUGHLY SCARIFY UNDER ENTIRE DISPOSAL FIELD, SHOULDER AREA, & FILL EXTENSION AREA PRIOR TO FILL PLACEMENT, THEN BLEND FIRST 6" LIFT OF FILL INTO EXISTING SOIL SURFACE TO PROMOTE MIXING

SUBSURFACE WASTEWATER DISPOSAL PLAN

ERP: ELEVATIONS PER PLAN PROVIDED

SCALE 1" = 20 FT.
0 10 20
GRAPHIC SCALE

APPROX. PROPERTY LINE
(VERIFY PRIOR TO SYSTEM
INSTALLATION TO ASSURE
SETBACKS SHOWN)

PROPOSED DISPOSAL AREA
(1 ROWS OF 4 H-20 RATED
CONCRETE CHAMBER UNITS)

EXISTING DRIVEWAY
APPROXIMATE
TOE OF FILL

PROPOSED 2' TALL
RETAINING WALL

APPROX. PROPERTY LINE
(VERIFY PRIOR TO SYSTEM
INSTALLATION TO ASSURE
SETBACKS SHOWN)

EXISTING GRADE
AT CORNER

PROPOSED REPLACEMENT
DWELLING
(MIN. 8' FROM
DISPOSAL AREA)

PUMP STATION
(IF NEEDED)

OCEAN

IF PUMPING USE
1 1/2" TO 2" DIA.
EFFLUENT LINE BURIED
BELOW FROST OR INSULATE
TO PROTECT FROM FREEZING
OR IF GRAVITY FLOW USE
4" DIA. SDR35 SOLID PVC

ELEVATION 7.4'

NEW FUJI CLEAN WITH CENS
ADVANCED WASTEWATER
TREATMENT UNIT. PLACE
WHERE FEASIBLE, 5' MIN.
FROM BUILDING STRUCTURE
25' MIN. FROM HIGH WATER MARK
(MONOLITHIC)
INSTALL PER MANUFACTURERS
SPECIFICATIONS. PROHIBIT
VEHICULAR TRAFFIC

FILL REQUIREMENTS

CONSTRUCTION ELEVATIONS

ELEVATION REFERENCE POINT

Depth of Fill (Upslope) : 14" - 25"
Depth of Fill (Downslope) : 14" - 25"
DEPTHS AT CROSS-SECTION (shown below)

Finished Grade Elevation
Top of Distribution Pipe or Proprietary Device
Bottom of Disposal Area

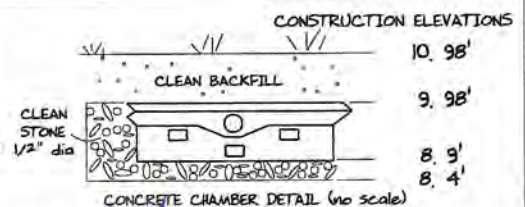
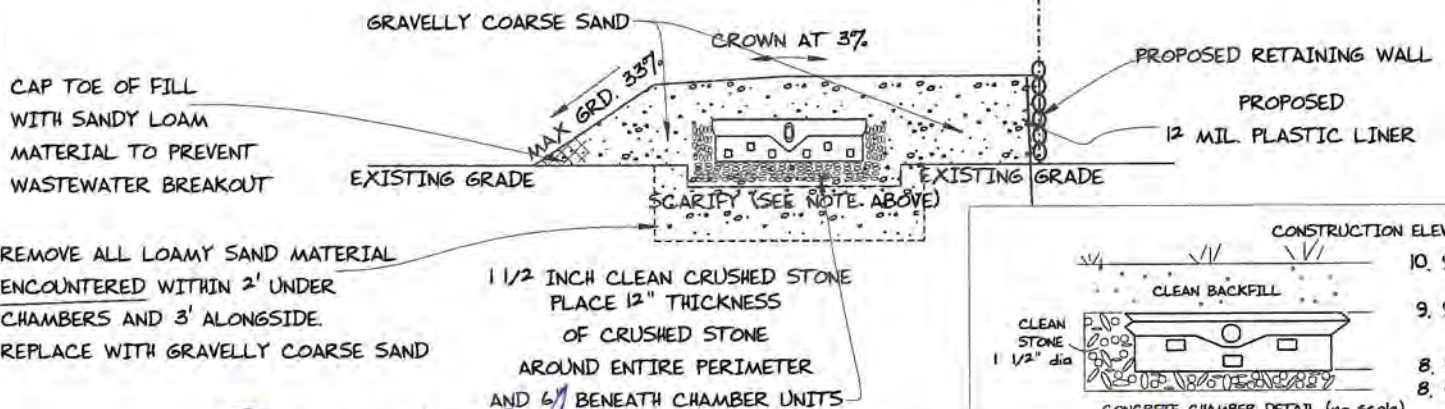
SEE
DETAIL
BELOW

Location & Description
ELEVATIONS PER PLAN PROVIDED
Reference Elevation is: 0.0' or -----

SCALE:
VERTICAL: 1" = 5 FT
HORIZONTAL: 1" = 10 FT

DISPOSAL AREA CROSS SECTION

+/-4' - 6' 3' 8' 3' +/-6'
FILL EXT. SHOULDER SHOULDER FILL EXT.



Site Evaluator Signature

352
SE *

8/9/24
Date

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ALBERT FRICK ASSOCIATES - 731 FOSS ROAD, LIMERICK, MAINE 04048 - (207) 839-5563



TOWN

LOCATION

APPLICANT'S NAME

1) The Plumbing and Subsurface Wastewater Disposal Rules adopted by the State of Maine, Division of Health and Human Services pursuant to 22 M.R.S.A. § 42 (the "Rules") are incorporated herein by reference and made a part of this application and shall be consulted by the owner/applicant, the system installer and/or building contractor for further construction details and material specifications. The system Installer should contact Albert Frick Associates, Inc. 839-5563, if there are any questions concerning materials, procedures or designs. The system installer and/or building contractor installing the system shall be solely responsible for compliance with the Rules and with all state and municipal laws and ordinances pertaining to the permitting, inspection and construction of subsurface wastewater disposal systems.

2) This application is intended to represent facts pertinent to the Rules only. It shall be the responsibility of the owner/applicant, system Installer and/or building contractor to determine compliance with and to obtain permits under all applicable local, state and/or federal laws and regulations (including, without limitation, Natural Resources Protection Act, wetland regulations, zoning ordinances, subdivision regulations, Site Location of Development Act and Minimum Lot Size law) before installing this system or considering the property on which the system is to be installed a "buildable" lot. It is recommended that a wetland scientist be consulted regarding wetland regulations. Prior to the commencement of construction/installation, the local plumbing inspector or Code Enforcement Officer shall inform the owner/applicant and Albert Frick Associates, Inc of any local ordinances which are more restrictive than the Rules in order that the design may be amended. All designs are subject to review by local, state and/or federal authorities. Albert Frick Associates, Inc.'s liability shall be limited to revisions required by regulatory agencies pursuant to laws or regulations in effect at the time of preparation of this application.

3) All information shown on this application relating to property lines, well locations, subsurface structures and underground facilities (such as utility lines, drains, septic systems, water lines, etc.) are based upon information provided by the owner/applicant and has been relied upon by Albert Frick Associates, Inc. in preparing this application. The owner/applicant shall review this application prior to the start of construction and confirm this information. Well locations on abutting properties but not readily visible above grade should be confirmed by the owner/applicant prior to system installation to assure minimum setbacks.

4) Installation of a garbage (grinder) disposal is not recommended. If one is installed, an additional 1000 gallon septic tank or a septic tank filter shall be connected in series to the proposed septic tank. Risers and covers should be installed over the septic tank outlet per the "Rules" to allow for easy maintenance of filter.

5) The septic tank should be pumped within two years of installation and subsequently as recommended by the pump service, but in no event should the septic tank be pumped less often than every three years.

The system user shall avoid introducing kitchen grease or fats into this system. Chemicals such as septic tank cleaners and/or chlorine or water treatment backwash and controlled or hazardous substances shall not be disposed of in this system. Additives such as yeast or enzymes are discouraged, since they have not been proven to extend system life.

6) All septic tanks, pump stations and additional treatment tanks shall be installed to prevent ground water and surface water infiltration. Risers and covers should be properly installed to provide access while preventing surface water intrusion to finished ground surface.

One 18" dia. (min) riser and cover is required over septic tank

Vehicular traffic over disposal system is prohibited unless specifically designed with H-20 rated components.

BIDDEFORD

241 HILLS BEACH ROAD

MATTHEW LOPRESTI

TOWN

LOCATION

APPLICANT'S NAME

7) The actual waste water flow or number of bedrooms shall not exceed the design criteria indicated on this application without a re-evaluation of the system as proposed

8) The general minimum setbacks between a well (public or private) and septic system serving a single family residence is 100-300 feet, unless the local municipality has a more stringent requirement. A well installed by an abutter within the minimum setback distances prior to the issuance of a permit for the proposed disposal system may void this design.

9) When a gravity system is proposed: BEFORE CONSTRUCTION/INSTALLATION BEGINS, the system installer or building contractor shall review the elevations of all points given in this application and the elevation of the existing and/or proposed building drain and septic tank inverts for compatibility to minimum pitch requirements. In gravity systems, the invert of the septic tank(s) outlet(s) should be at least 4 inches above the invert of the distribution box outlet at the disposal area.

10) When an effluent pump is required: Pump stations should be sized per manufacturer's specifications to meet lift requirements and friction loss. Provisions shall be made to make certain that surface and ground water does not enter the septic tank or pump station, by sealing/grouting all seams and connections, and by placement of a riser and 18" dia. (min.) cover at or above grade.

An alarm device warning of a pump failure shall be installed. Also, when pumping is required of a chamber system, install a 'T' connection in the distribution box and place 3 inches of stone or a splash plate in the first chamber. Insulate gravity pipes, pump lines and the distribution box as necessary to prevent freezing.

11) On all systems, remove the vegetation, organic duff and old fill material from under the disposal area and any fill extension. Additional fill beyond indicated on plan may be necessary to replace organic matter. On sites where the proposed system is to be installed in natural soil, scarify the bottom and sides of the excavated disposal area with a rake. Do not use wheeled equipment on the scarified soil surface. For systems installed in fill, scarify the native soil by roto-tilling or scarifying with teeth of backhoe to a depth of at least 8 inches over the entire disposal and fill extension area to prevent glazing and to promote fill bonding. Place fill in loose layers no deeper than 8 inches and compact before placing more fill (this ensures that voids and loose pockets are eliminated to minimize the chance of leakage or differential settling). Do not use wheeled equipment on the scarified soil area until after 12 inches of fill is in place. Keep equipment off proprietary devices. Divert the surface water away from the disposal area by ditching or shallow landscape swales.

12) Unless noted otherwise, fill shall be gravelly coarse sand, which contains no more than 5% fines (silt and clay). Crushed stone shall be clean and free of any rock dust from the crushing process.

13) Do not install systems on loamy, silty, or clayey soils during wet periods since soil smearing/glazing may seal off the soil interface.

14) Seed all filled and disturbed surfaces with perennial grass seed, with 4" min. soil or soil amendment mix suitable for growing, then mulch with hay or equivalent material to prevent erosion. Alternatively, bark or permanent landscape mulch may be used to cover system. Woody trees or shrubs are not permitted on the disposal area or fill extensions.

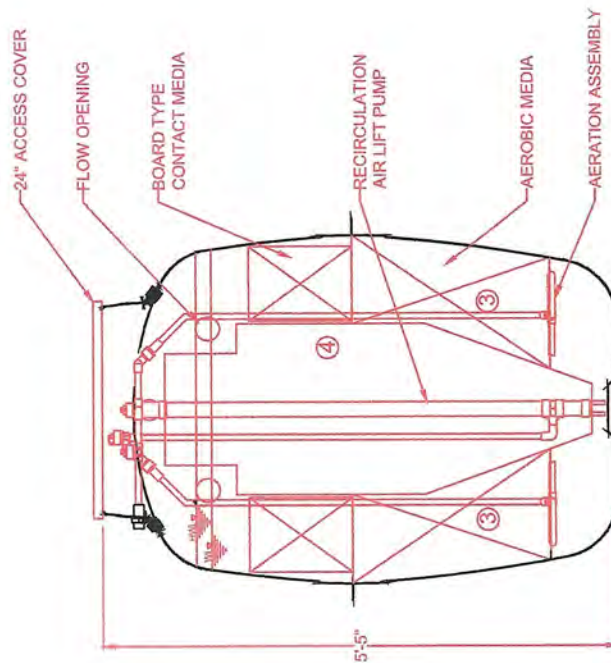
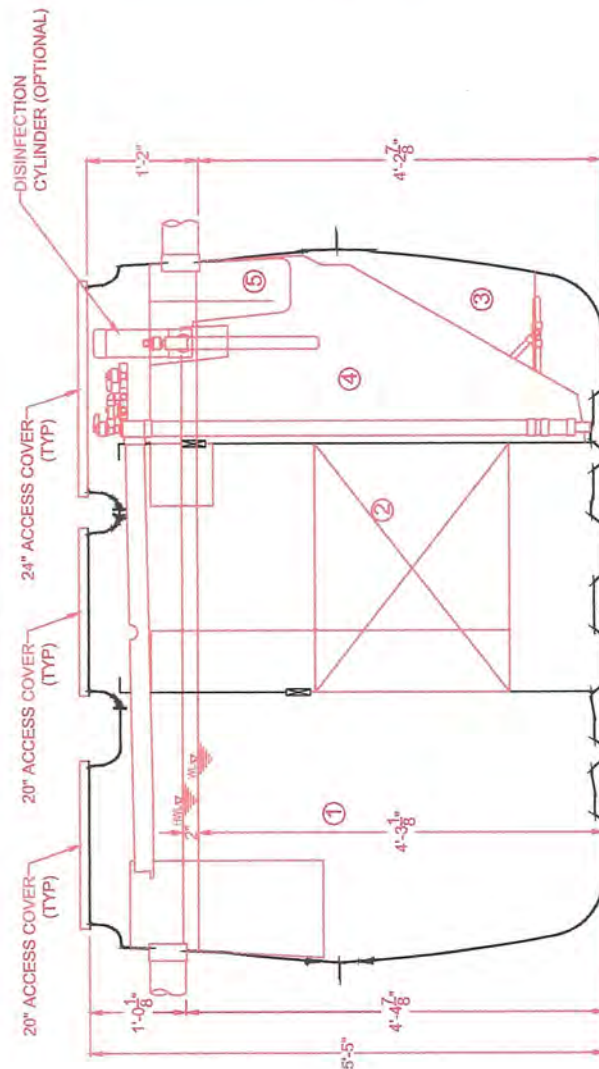
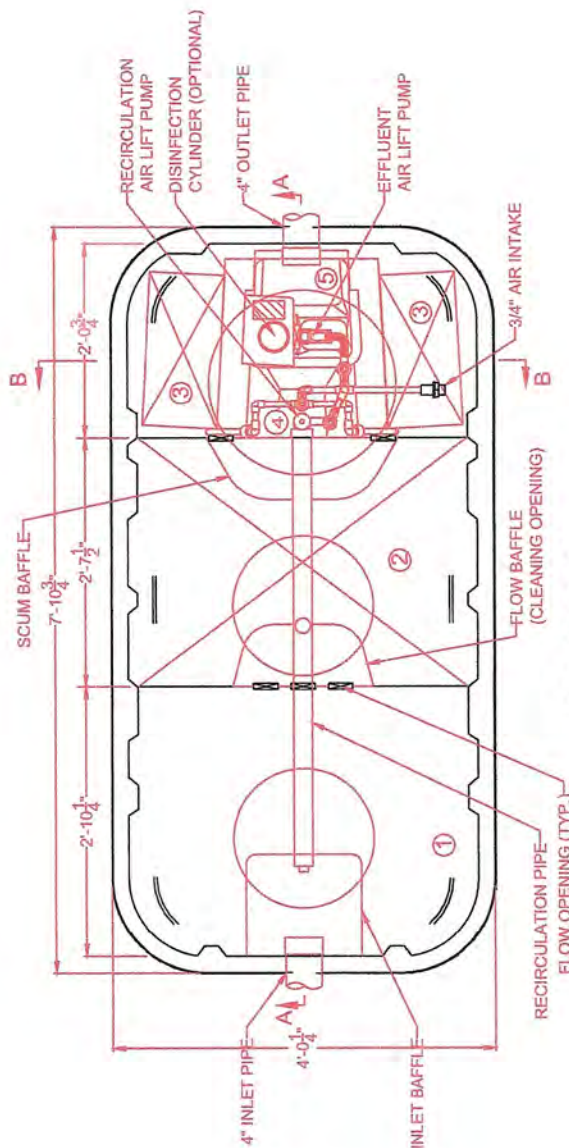
15) If an advanced wastewater treatment unit is part of the design, the system shall be operated and maintained per manufacturer's specifications.



Albert Frick Associates, Inc.
731 Fox Road Limerick, Maine 04048
(207) 839-5563

CHAMBER		Volume (gal)
①	Sedimentation Chamber	277
②	Anaerobic Filtration Chamber	278
③	Aerobic Contact Filtration Chamber	127
④	Clarification Chamber	63
⑤	Disinfection Chamber	4
Total Volume		749

SPECIFICATIONS	
Anaerobic Media	PP / PE
Board Type Aerobic Media	PVC / PP / PE
Aerobic Media	PP / PE
Blower	2.8 cfm
Tank	FRP
Piping	PVC / PP / PE
Access Covers	Plastic / Cast Iron
Disinfectant (Optional)	Chlorine Tablets



SECTION B-B VIEW

SECTION A-A VIEW

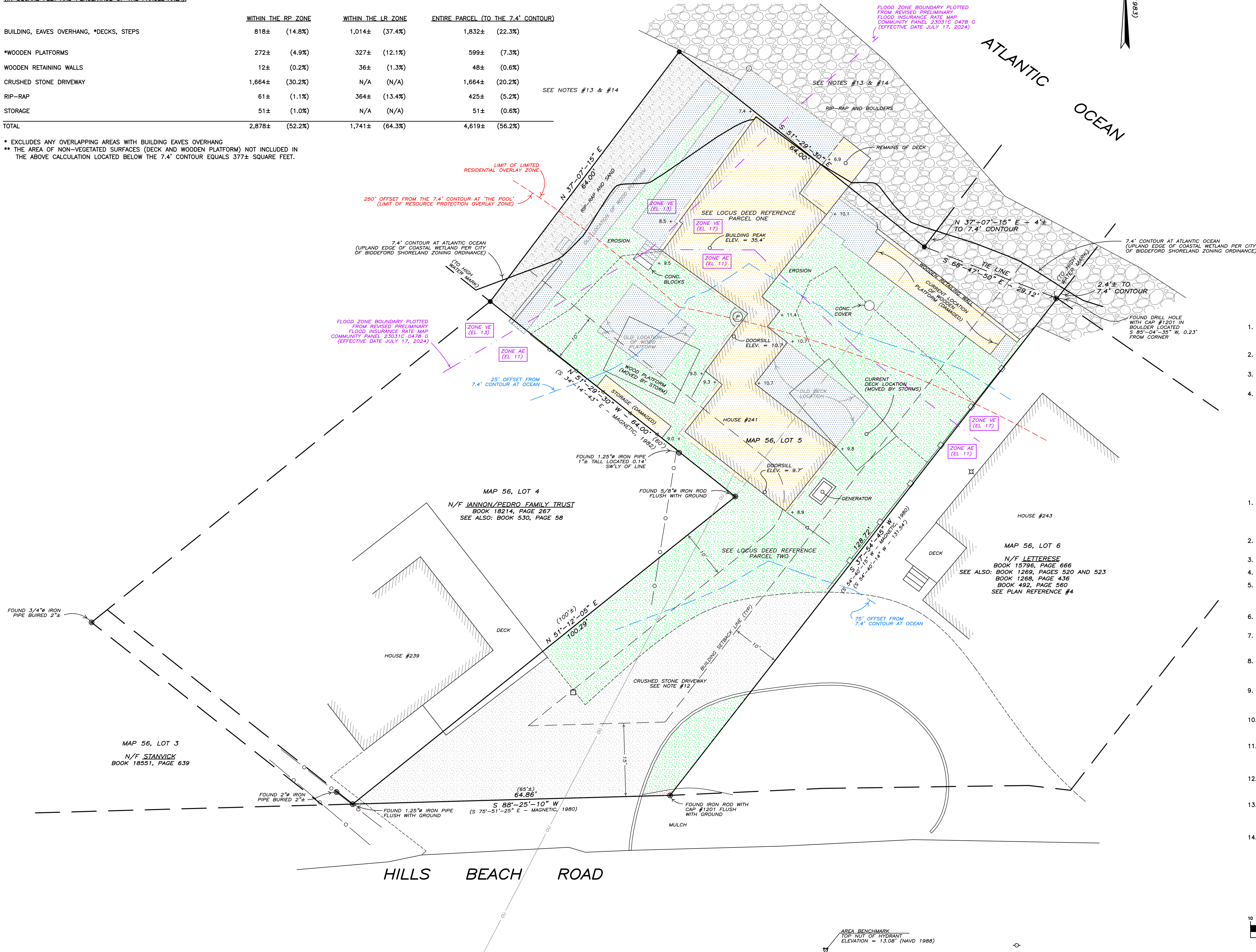
NOTE: LOT COVERAGE TABLE SHOWS LOT COVERAGES OF IMPROVEMENTS EXISTING BEFORE THE STORMS OF JANUARY AND MARCH OF 2024. DECKS, STAIRS, WALLS, LANDINGS AND PLATFORMS WERE DESTROYED DURING THOSE STORMS.

1. THE SUBJECT PARCEL IS LOCATED WITHIN THE COASTAL RESIDENTIAL CR ZONE, AND PARTLY WITHIN THE RESOURCE PROTECTION (RP) AND LIMITED RESIDENTIAL (LR) SHORELAND OVERLAY ZONES.
2. THE AREA OF THE SUBJECT PARCEL TO THE 7.4' CONTOUR AT THE ATLANTIC OCEAN EQUALS 8,224± SQUARE FEET.
3. THE AREA OF THE SUBJECT PARCEL WITHIN THE RP SHORELAND OVERLAY ZONE EQUALS 5,516± SQUARE FEET.
4. THE AREA OF THE SUBJECT PARCEL WITHIN THE LR SHORELAND OVERLAY ZONE EQUALS 2,708± SQUARE FEET.

NON-VEGETATED AREAS
(IN SQUARE FEET AND PERCENTAGE OF THE PARCEL AREA):

	WITHIN THE RP ZONE	WITHIN THE LR ZONE	ENTIRE PARCEL (TO THE 7.4' CONTOUR)	
BUILDING, EAVES OVERHANG, *DECKS, STEPS	818± (14.8%)	1,014± (37.4%)	1,832± (22.3%)	
*WOODEN PLATFORMS	272± (4.9%)	327± (12.1%)	599± (7.3%)	
WOODEN RETAINING WALLS	12± (0.2%)	36± (1.3%)	48± (0.6%)	
CRUSHED STONE DRIVEWAY	1,664± (30.2%)	N/A (N/A)	1,664± (20.2%)	SEE
RIP-RAP	61± (1.1%)	364± (13.4%)	425± (5.2%)	
STORAGE	51± (1.0%)	N/A (N/A)	51± (0.6%)	
TOTAL	2,878± (52.2%)	1,741± (64.3%)	4,619± (56.2%)	

- ** THE AREA OF NON-VEGETATED SURFACES (DECK AND WOODEN PLATFORM) NOT INCLUDED IN THE ABOVE CALCULATION LOCATED BELOW THE 7.4' CONTOUR EQUALS 377± SQUARE FEET.



●	SET IRON ROD WITH CAP (UNLESS OTHERWISE NOTED)
□	CATCH BASIN
⊕	HYDRANT
⊖	UTILITY POLE
⊗	LIGHT POST
∅	DIAMETER
N/F	NOW OR FORMERLY
—○—	SPLIT—RAIL FENCE
—□—	STOCKADE FENCE
—△—	WOODEN PANEL FENCE
—○—	OVERHEAD UTILITY LINES

CALLIE M. TAFTE
TO
MATTHEW LOPRESTI AND MARY LOPRESTI
NOVEMBER 20, 2023 BOOK 19349, PAGE 847

SEE ALSO: BOOK 8461, PAGE 19
BOOK 3049, PAGE 4
BOOK 2604, PAGE 318
BOOK 506, PAGE 189

SEE ALSO: BOOK 3369, PAGES 133, 135, AND 137
BOOK 1925, PAGE 156

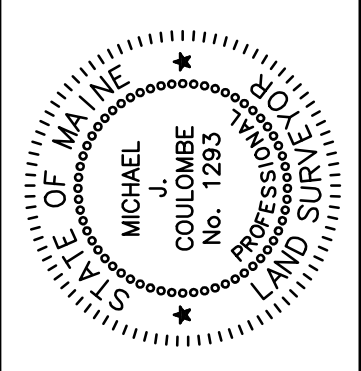
1. "PLAN OF LAND KNOWN AS "GOLDWATHE PINES", BELONGING TO THE HEIRS OF THE LATE CAPT. TRISTAM GOLDWATHE OF BIDEFORD, MAINE", DATED OCTOBER AND NOVEMBER 1887, BY AMOS G. GOODWIN.
2. "SKETCH SHOWING LAND SURVEYED FOR DONALD J. BOURGEOIS", DATED DECEMBER 15, 1982 BY DOW & COULOMBE ENGINEERS AND SURVEYORS.
3. "PLAN OF LAND TO BE CONVEYED BY MARTHA PRIESTLEY", DATED 1980 BY OAK POINT ASSOCIATES.
4. "PLAN SHOWING A BOUNDARY SURVEY AND TOPOGRAPHIC SURVEY MADE FOR AGNES B. LETTERESE", DATED MARCH 20, 2019 BY DOW & COULOMBE, INC.

1. TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS SURVEY CONFORMS TO STATE OF MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS' STANDARDS, CHAPTER 90, ADOPTED APRIL, 2001.
EXCEPTIONS: A PROPOSED LEGAL DESCRIPTION WAS NOT PREPARED.
A SURVEYOR'S REPORT WAS NOT PREPARED.
2. THE TOTAL AREA OF PARCEL ONE AND PARCEL TWO (TO THE 7.4' CONTOUR) EQUALS 8,813.34 SQUARE FEET OR 0.20224 ACRE.
3. THE LINE OF HILLS BEACH ROAD IS AN APPARENT LINE.
4. INFORMATION IN PARENTHESES COPIED FROM DEED AND PLAN REFERENCES.
5. THE BEARINGS AND COORDINATES SHOWN ON THIS PLAN REFER TO THE MAINE COAST SURVEY, 1985, ZONE 18, GEOD 18, AS DERIVED FROM GPS OBSERVATIONS AND THE ONLINE POSITIONING USER SERVICE (OPUS) PROVIDED BY THE NATIONAL GEODETIC SURVEY.
6. ELEVATIONS REFER TO NORTH AMERICAN VERTICAL DATUM OF 1988 AS DERIVED FROM PLOT #E 5.
7. THE TIE LINE SHOWN ON THIS PLAN DOES NOT REPRESENT A BOUNDARY LINE. THE PURPOSE OF THE TIE LINE IS TO SHOW THE MATHEMATICAL RELATIONSHIP BETWEEN THE MARKERS SHOWN AT THE ENDS OF THE TIE LINE.
8. THE HEIGHT OF THE BUILDING WAS CALCULATED BY SUBTRACTING THE MEAN ELEVATION OF THE DOWNSIDE OF THE ROOF FROM THE HIGHEST ROOF PEAK ELEVATION PER THE CITY OF BIDEFORD SHORELAND ZONING DEFINITION. $(35.4' - [7.4' + 6.9']/2 = 28.2' \pm)$.
9. THE BLUE HATCHING SHOWS THE LOCATION OF IMPROVEMENTS ON THE PARCEL BEFORE THE STORMS FROM JANUARY 2024 THROUGH MARCH 2024. MANY STRUCTURES INCLUDING DECKS, PATIOS, AND STEPS WERE EITHER MOVED OR DESTROYED DURING THESE STORMS.
10. ACCORDING TO FIRM COMPANY PANEL NUMBER 230145 0006 B, THE PORTIONS OF THE SUBJECT PARCELS LOCATED ABOVE THE 7.4' CONTOUR ARE NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE.
11. THE BUILDING SETBACK LINES SHOWN ON THIS PLAN WERE CONFIRMED WITH THE CITY OF BIDEFORD CODE ENFORCEMENT OFFICER (CEO). ACCORDING TO THE CEO, FOR ANY DEMOLITION AND RECONSTRUCTION OF EXISTING STRUCTURES, THE CITY OF BIDEFORD PLANNING BOARD DETERMINES THE GREATEST PRACTICAL EXIST.
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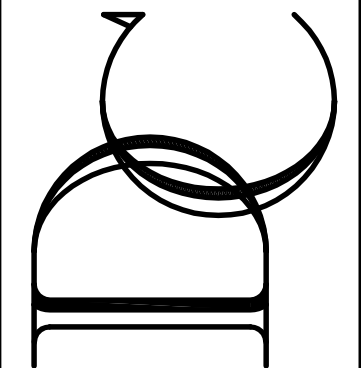
(IN FEET)

1 inch = 10 ft.

No.	Revision	Date



PLAN SHOWING A BOUNDARY SURVEY MADE FOR
**MATTHEW LOPRESTI &
MARY LOPRESTI**
(MAILING ADDRESS : 2 OLD WESTON ROAD - WAYLAND, MA 01778)
PARCEL LOCATED AT 241 HILLS BEACH ROAD
BIDDEFORD MAINE



Dow & Coulombe, Inc.
Land Surveyors & Land Planners Since 1864
13 Park Street, Saco, Maine 04072
Telephone: (207)284-4521 * Fax: (207)284-4522
info@dowcoulombe.com * www.dowcoulombe.com

Date:	
MAY 6, 2024	
H. Scale:	Drawn by:
1" = 10'	AMS
Chk'd by:	Appv'd by:
PDD	MJC

ZONE-19
CDwgs2024/LOPRESTI19

V:\Volumes\Mobile Studio Server\PROJECTS\CURRENT\Lopresti- 241 Hills Beach Rd\DRAWINGS\1-EXISTING RP\ARCHICAD\24.09.10 Lopresti Ordinance_Updated.pln

PROPERTY INFORMATION

OWNER - MATTHEW & MARY LOPRESTI
ADDRESS - 241 HILLS BEACH RD, BIDDEFORD, ME 04005
MAP/ LOT - 56-05
DEED BOOK/ PAGE - 19,349/ 847

ZONE - COASTAL RESIDENTIAL (CR)
OVERLAY - RESOURCE PROTECTION (RP) + LIMITED RESIDENTIAL (LR)
FLOOD ZONE - AE +VE
DEP - NOT IN DUNE GEOLOGY SYSTEMS

CITY OF BIDDEFORD REQUIREMENTS

DIMENSIONAL REQ. MOST RESTRICTIVE	ALLOWABLE	EXISTING
LOT AREA	30,000 SQ FT	8,224 SQ FT +/-
FRONT SETBACK	25'-0"	62'-7 1/2"
SIDE YARD SETBACK	10'-0"	3'-11 1/2" & 17'-0"
REAR YARD SETBACK	10'-0"	0'-0"
MAX LOT COVERAGE ^c	20% - 1,444.8 SQ FT	56.2% - 4,619 SQ FT
MAX FOOTPRINT (ALL STRUCTURES) ^b	1,000 SQ FT	2,447 SQ FT
MAXIMUM HEIGHT ^a	15'-0" & 20'-0" OR EXISTING	28.2'

LOT COVERAGE CALCULATIONS

	EXISTING
EXISTING HOUSE	1,400 SQ FT
ATTACHED DECK #2	225 SQ FT
WRAP AROUND DECK #1	279 SQ FT
WOOD DECK #1	195 SQ FT
WOOD PLATFORM #1	131 SQ FT
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STORAGE	51 SQ FT
GENERATOR	15 SQ FT
WOOD RETAINING WALL(S)	48 SQ FT
RIP-RAP	425 SQ FT
CRUSHED STONE DRIVEWAY	1,464 SQ FT
TOTAL COVERAGE	4,703 SQ FT OR 57%

DEFINITIONS: REFERENCES FROM CITY OF BIDDEFORD MAINE CODE
a. PART III, ART. XIV, Sec. 17: BUILDING HEIGHT - The vertical distance between the mean original (prior to construction) grade at the downhill side of the structure and the highest point of the structure, excluding chimneys, steeples, antennas, and similar appurtenances that have no floor area.
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NOTES:

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SHORELAND ZONE LOT COVERAGE: LOT COVERAGE EXCEEDS THE ALLOWABLE RESTRICTIONS. EXISTING TO REMAIN OR REDUCE

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- OFFICIAL DATE OF DAMAGE JANUARY 10, 2024

SUMMARY:

IF THE COST OF REPAIR FOR THE EXISTING FOUNDATION IS MORE THAN 50% OF THE MARKET VALUE OF THE HOUSE, AND SUPERSTRUCTURE IS DEEMED STRUCTURALLY SOUND, THEN RAISE THE EXISTING HOUSE STRUCTURE TO A COMPLIANT ELEVATION. MAIN HOUSE IS LOCATED IN THE VE ZONE WITH A BASE FLOOD ELEVATION OF 17. THE WHOLE HOUSE WILL NEED TO BE RAISED 7'-0" +/-



1 DIAGRAM OF SITE PLAN
SCALE: 1/8" = 1'-0"

SITE PLAN BASE ON BOUNDARY SURVEY PROVIDED
BY DOW & COULOMBE, INC DATED MAY 6, 2024



PRELIMINARY
NOT FOR CONSTRUCTION

ISSUE	DATE	DESCRIPTION

ISSUE	DATE	DESCRIPTION

LOPRESTI RESIDENCE
MATTHEW & MARY LOPRESTI
241 HILLS BEACH RD, BIDDEFORD, ME 04005

MOBILE STUDIO DESIGN
128 Main Street, Suite 201
Biddeford, ME 04002
office: 207.494.8102

DATE OF ISSUE: 9/11/24
PROJECT STATUS:
ORDINANCE REVIEW
PROJECT MANAGER:
CAT SUMISLASKI
Cat@MobileStudioDesign.com

CONSULTANTS:
LANDSCAPE ARCH:
SURVEYOR:
STRUCTURAL ENGINEER
TBD
CONTRACTOR:
TBD
ORIGINAL SHEET SIZE: 24"x36"

EXISTING SITE PLAN

A-001

mobile
studio
design

/Volumes/Mobile Studio Server/PROJECTS/CURRENT/Lopresti- 241 Hills Beach Rd/DRAWINGS/1-EXISTING RV/ARCHICAD/24.09.10 Lopresti Ordinance_Updated.pln

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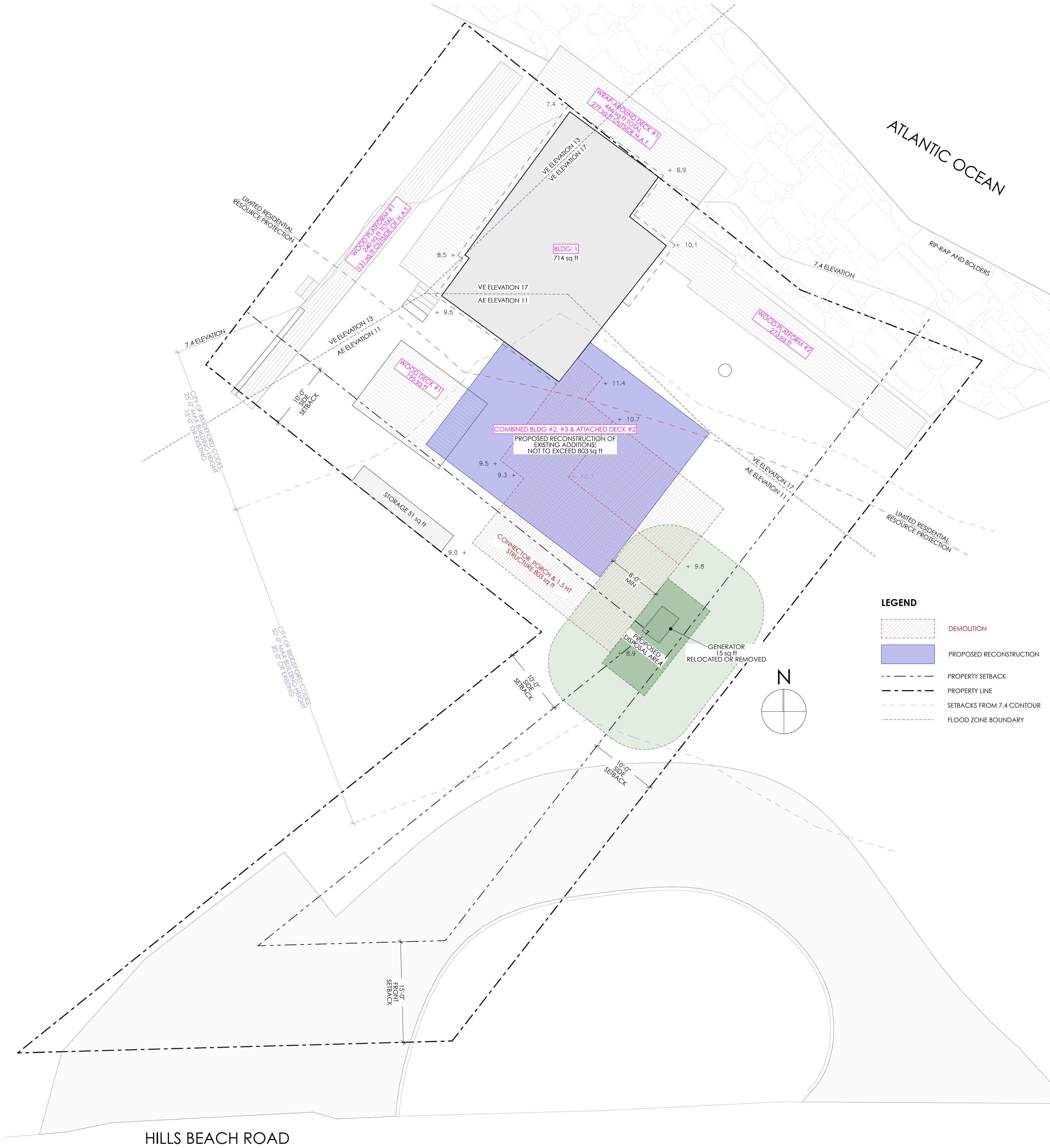
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PRELIMINARY
NOT FOR CONSTRUCTION



ISSUE	DATE	DESCRIPTION
1		

ISSUE	DATE	DESCRIPTION
1		

LOPRESTI RESIDENCE
MATTHEW & MARY LOPRESTI
241 HILLS BEACH RD, BIDDEFORD, ME 04005

MOBILE STUDIO DESIGN
128 Main Street, Suite 201
Biddeford, ME 04002
office: 207.494.8102

DATE OF ISSUE: 9/11/24
PROJECT STATUS: ORDINANCE REVIEW

PROJECT MANAGER:
CAT SUMISLASKI
Cat@MobileStudioDesign.com

CONSULTANTS:
LANDSCAPE ARCH:

SURVEYOR:
STRUCTURAL ENGINEER
TBD

CONTRACTOR:
TBD

ORIGINAL SHEET SIZE: 24"x36"

PROPOSED SITE PLAN

A-001P

mobile
studio
design

1 PROPOSED SITE PLAN
SCALE: 1/8" = 1'-0"

0 4' 8' 16'

LOT AREA COVERAGE NOTES :

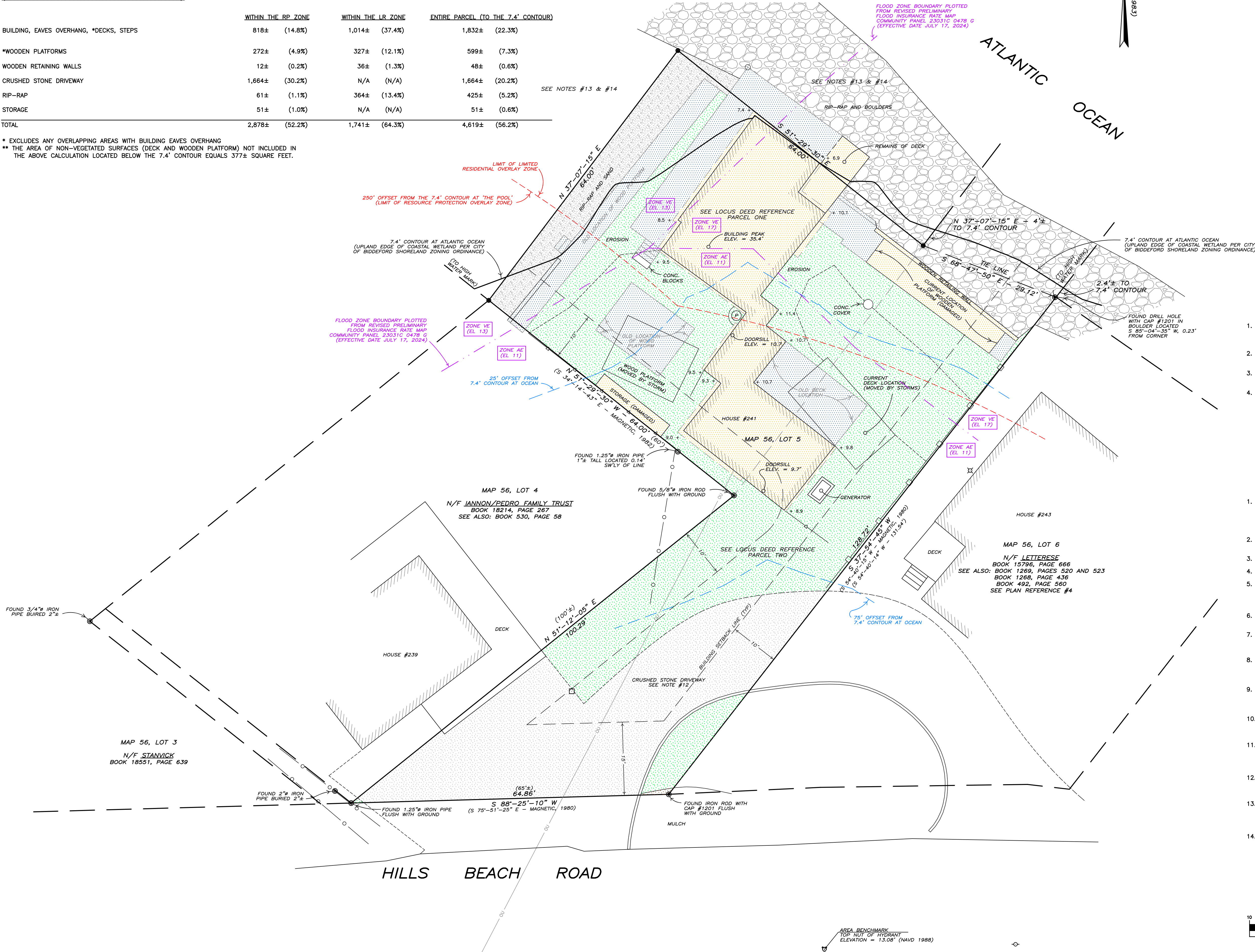
NOTE: LOT COVERAGE TABLE SHOWS LOT COVERAGES OF IMPROVEMENTS EXISTING BEFORE THE STORMS OF JANUARY AND MARCH OF 2024. DECKS, STAIRS, WALLS, LANDINGS AND PLATFORMS WERE DESTROYED DURING THOSE STORMS.

1. THE SUBJECT PARCEL IS LOCATED WITHIN THE COASTAL RESIDENTIAL CR ZONE, AND PARTLY WITHIN THE RESOURCE PROTECTION (RP) AND LIMITED RESIDENTIAL (LR) SHORELAND OVERLAY ZONES.
2. THE AREA OF THE SUBJECT PARCEL TO THE 7.4' CONTOUR AT THE ATLANTIC OCEAN EQUALS 8,224± SQUARE FEET.
3. THE AREA OF THE SUBJECT PARCEL WITHIN THE RP SHORELAND OVERLAY ZONE EQUALS 5,516± SQUARE FEET.
4. THE AREA OF THE SUBJECT PARCEL WITHIN THE LR SHORELAND OVERLAY ZONE EQUALS 2,708± SQUARE FEET.

NON-VEGETATED AREAS
(IN SQUARE FEET AND PERCENTAGE OF THE PARCEL AREA):

	WITHIN THE RP ZONE	WITHIN THE LR ZONE	ENTIRE PARCEL (TO THE 7.4' CONTOUR)
BUILDING, EAVES OVERHANG, *DECKS, STEPS	818± (14.8%)	1,014± (37.4%)	1,832± (22.3%)
*WOODEN PLATFORMS	272± (4.9%)	327± (12.1%)	599± (7.3%)
WOODEN RETAINING WALLS	12± (0.2%)	36± (1.3%)	48± (0.6%)
CRUSHED STONE DRIVEWAY	1,664± (30.2%)	N/A (N/A)	1,664± (20.2%)
RIP-RAP	61± (1.1%)	364± (13.4%)	425± (5.2%)
STORAGE	51± (1.0%)	N/A (N/A)	51± (0.6%)
TOTAL	2,878± (52.2%)	1,741± (64.3%)	4,619± (56.2%)

- * EXCLUDES ANY OVERLAPPING AREAS WITH BUILDING EAVES OVERHANG
- ** THE AREA OF NON-VEGETATED SURFACES (DECK AND WOODEN PLATFORM) NOT INCLUDED IN THE ABOVE CALCULATION LOCATED BELOW THE 7.4' CONTOUR EQUALS 377± SQUARE FEET.



LEGEND :

- SET IRON ROD WITH CAP (UNLESS OTHERWISE NOTED)
- CATCH BASIN
- ⊕ HYDRANT
- UTILITY POLE
- ⊗ LIGHT POST
- ⌀ DIAMETER
- N/F NOW OR FORMERLY
- SPLIT-RAIL FENCE
- STOCKADE FENCE
- △ WOODEN PANEL FENCE
- OU OVERHEAD UTILITY LINES

LOCUS DEED REFERENCES :

CALLIE M. TAFFE
TO
MATTHEW LOPRESTI AND MARY LOPRESTI
NOVEMBER 20, 2023 BOOK 19349, PAGE 847
SEE ALSO: BOOK 8461, PAGE 19
BOOK 3049, PAGE 4
BOOK 2604, PAGE 318
BOOK 506, PAGE 189
SEE ALSO: BOOK 3369, PAGES 133, 135, AND 137
BOOK 1925, PAGE 156

PLAN REFERENCES :

1. "PLAN OF LAND KNOWN AS "GOLDTHWAITE PINES", BELONGING TO THE HEIRS OF THE LATE CAPT. TRISTAM GOLDTHWAITE OF BIDDEFORD, MAINE", DATED OCTOBER AND NOVEMBER 1887, BY AMOS G. GOODWIN.
2. "SKETCH SHOWING LAND SURVEYED FOR DONALD J. BOURGEOIS", DATED DECEMBER 15, 1982 BY DOW & COULOMBE ENGINEERS AND SURVEYORS.
3. "PLAN OF LAND TO BE CONVEYED BY MARTHA PRIESTLEY", DATED 1980 BY OAK POINT ASSOCIATES.
4. "PLAN SHOWING A BOUNDARY SURVEY AND TOPOGRAPHIC SURVEY MADE FOR AGNES B. LETTERESE", DATED MARCH 20, 2019 BY DOW & COULOMBE, INC.

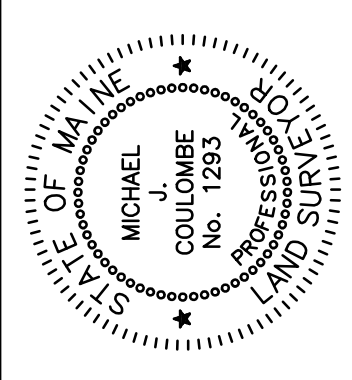
NOTES :

1. TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS SURVEY CONFORMS TO STATE OF MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS' STANDARDS, CHAPTER 80, ADOPTED APRIL, 2001. EXCEPTIONS: A PROPOSED LEGAL DESCRIPTION WAS NOT PREPARED. A SURVEYOR'S REPORT WAS NOT PREPARED.
2. THE TOTAL AREA OF PARCEL ONE AND PARCEL TWO (TO THE 7.4' CONTOUR) EQUALS 8,813± SQUARE FEET OR 0.202± ACRE.
3. THE LINE OF HILLS BEACH ROAD IS AN APPARENT LINE.
4. INFORMATION IN PARENTHESES COPIED FROM DEED AND PLAN REFERENCES.
5. THE BEARINGS AND COORDINATES SHOWN ON THIS PLAN REFER TO THE MAINE COORDINATE GRID SYSTEM, WEST ZONE, NAD 83, GEOID 18, AS DERIVED FROM GPS OBSERVATIONS AND THE ONLINE POSITIONING USER SERVICE (OPUS) PROVIDED BY THE NATIONAL GEODETIC SURVEY.
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GRAPHIC SCALE



Date	
Revision	
No.	



PLAN SHOWING A BOUNDARY SURVEY MADE FOR
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(MAILING ADDRESS : 2 OLD WESTON ROAD - WAYLAND, MA 01778)
PARCEL LOCATED AT 241 HILLS BEACH ROAD
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Dow & Coulombe, Inc.
Land Surveyors & Land Planners Since 1864
13 Park Street, Saco, Maine 04072
Telephone: (207)264-4521 * Fax: (207)264-4522
info@dowcoulombe.com * www.dowcoulombe.com

Date:	MAY 6, 2024
H. Scale:	Drawn by:
1" = 10'	AMS
Chk'd by:	Appv'd by:
PDD	MJC
SHEET 1 OF 1	

ZONE-19
CDwgs2024/LOPRESTI19

/Volumes/Mobile Studio Server/PROJECTS/CURRENT/Lopresti- 241 Hills Beach Rd/DRAWINGS/1.EXISTING RR/ARCHICAD/24.09.10 Lopresti Ordinance_Updated.pln

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0 4' 8' 16'

PRELIMINARY
NOT FOR CONSTRUCTION

ISSUE NUMBER	DATE	DESCRIPTION
1		CHANGES THIS ISSUE
2		
3		
4		
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SUBMISSIONS:	DATE	DESCRIPTION
1		
2		
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LOPRESTI RESIDENCE
MATTHEW & MARY LOPRESTI
241 HILLS BEACH RD, BIDDEFORD, ME 04005

MOBILE STUDIO DESIGN
128 Main Street, Suite 201
Biddeford, ME 04002
office: 207.494.8102

DATE OF ISSUE: 9/11/24
PROJECT STATUS:
ORDINANCE REVIEW
PROJECT MANAGER:
CAT SUMISLASKI
Cat@MobileStudioDesign.com

CONSULTANTS:
LANDSCAPE ARCH:

SURVEYOR:
STRUCTURAL ENGINEER
TBD

CONTRACTOR:
TBD

ORIGINAL SHEET SIZE: 24"x36"

EXISTING SITE PLAN

A-001

mobile
studio
design

/Volumes/Mobile Studio Server/PROJECTS/CURRENT/Lopresti- 241 Hills Beach Rd/DRAWINGS/1.EXISTING RR/ARCHICAD/24.09.10 Lopresti Ordinance_Updated.pln

PROPERTY INFORMATION
OWNER - MATTHEW & MARY LOPRESTI
ADDRESS - 241 HILLS BEACH RD, BIDDEFORD, ME 04005
MAP/ LOT - 56-05
DEED BOOK/ PAGE - 19,349/ 847

ZONE - COASTAL RESIDENTIAL (CR)
OVERLAY - RESOURCE PROTECTION (RP) + LIMITED RESIDENTIAL (LR)
FLOOD ZONE - AE +VE
DEP - NOT IN DUNE GEOLOGY SYSTEMS

CITY OF BIDDEFORD REQUIREMENTS

DIMENSIONAL REQ. MOST RESTRICTIVE	ALLOWABLE	EXISTING
LOT AREA	30,000 SQ FT	8,224 SQ FT +/-
FRONT SETBACK	25'-0"	62'-7 ¹¹ / ₂ "
SIDE YARD SETBACK	10'-0"	3'-11 ¹¹ / ₂ " & 17'-0"
REAR YARD SETBACK	10'-0"	0'-0"
MAX LOT COVERAGE ^c	20% - 1,644.8 SQ FT	56.2% - 4,619 SQ FT
MAX FOOTPRINT (ALL STRUCTURES) ^b	1,000 SQ FT	2,447 SQ FT
MAXIMUM HEIGHT ^a	15'-0" & 20'-0" OR EXISTING	28.2'

LOT COVERAGE CALCULATIONS

	EXISTING
EXISTING HOUSE	1,400 SQ FT
ATTACHED DECK #2	225 SQ FT
WRAP AROUND DECK #1	279 SQ FT
WOOD DECK #1	195 SQ FT
WOOD PLATFORM #1	131 SQ FT
WOOD PLATFORM #2	273 SQ FT
STORAGE	51 SQ FT
GENERATOR	15 SQ FT
WOOD RETAINING WALL(S)	48 SQ FT
RIP-RAP	425 SQ FT
CRUSHED STONE DRIVEWAY	1,664 SQ FT
TOTAL COVERAGE	4,703 SQ FT OR 57%

DEFINITIONS: REFERENCES FROM CITY OF BIDDEFORD MAINE CODE
a. PART III, ART XIV, Sec 17: BUILDING HEIGHT - The vertical distance between the mean original (prior to construction) grade at the downhill side of the structure and the highest point of the structure, excluding chimneys, steeples, antennas, and similar appurtenances that have no floor area.
b. PART III, ART XIV, Sec 17: FOOTPRINT - The entire area of ground covered by the structure(s) on a lot, including but not limited to cantilevered or similar overhanging extensions, as well as unenclosed structures, such as patios and decks.
c. PART III, ART II, Section 2: LOT COVERAGE - The percentage of a lot covered by all buildings and impervious surfaces.

NOTES:

BUILDING/STRUCTURE LOT COVERAGE: EXISTING FOOTPRINT AREA EXCEEDS ALLOWABLE. HORIZONTAL/LATERAL EXPANSION PROHIBITED.

SHORELAND ZONE LOT COVERAGE: LOT COVERAGE EXCEEDS THE ALLOWABLE RESTRICTIONS. EXISTING TO REMAIN OR REDUCE

FEMA/COASTAL CONSTRUCTION: VERTICAL EXPANSION IS ALLOWABLE WITHIN THE BUILDABLE AREA OF THE LOT. THE FLOOR STRUCTURE WILL BE ELEVATED TO MEET COMPLIANCE STANDARDS, AND THE STRUCTURE'S HEIGHT WILL MAINTAIN THE SAME PROPORTIONS, MEASURED FROM THE FINISHED FLOOR ELEVATION (FFE) TO THE TOP OF THE RIDGE, RELATIVE TO THE NEW FFE

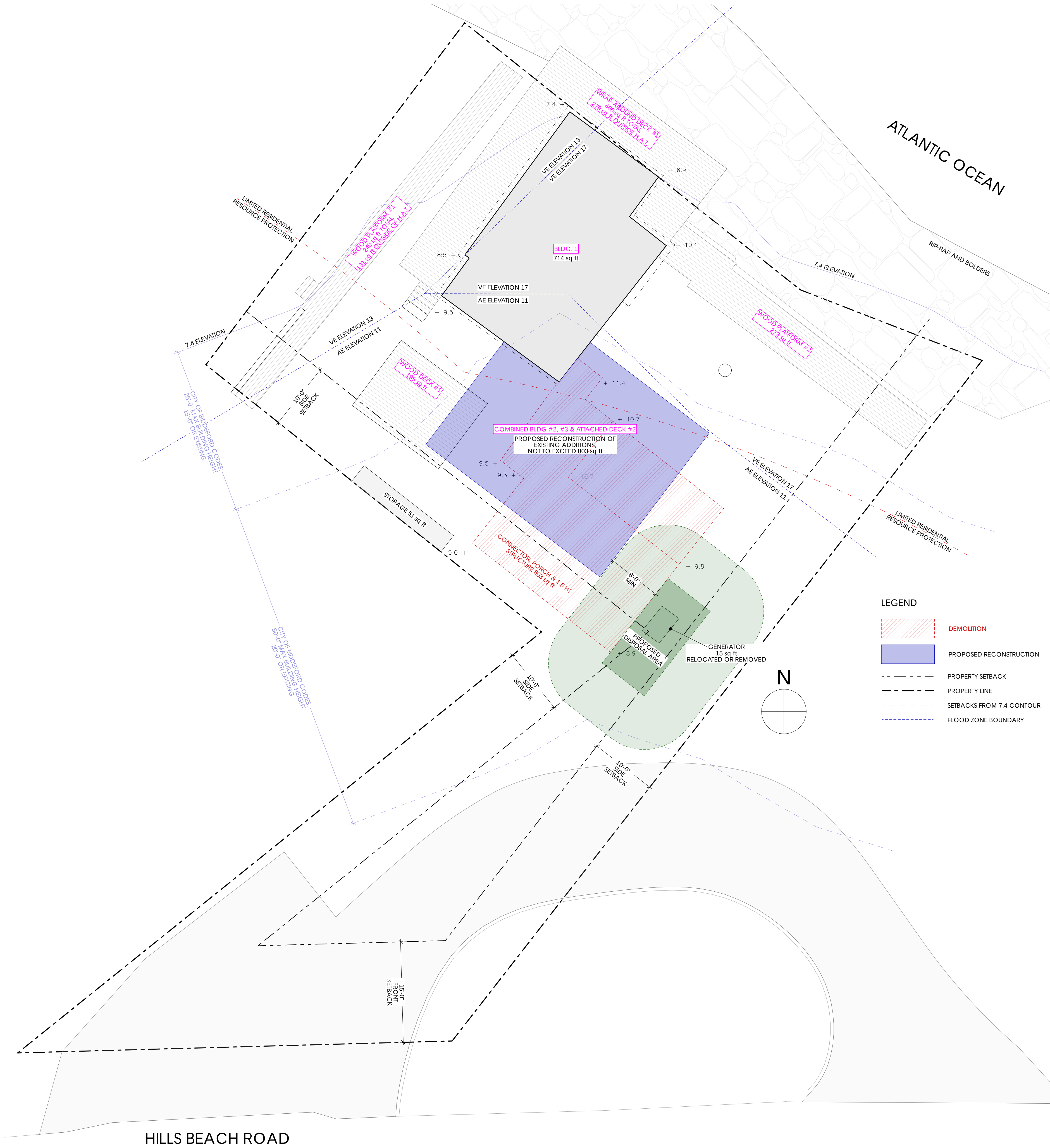
PROJECT CRITICAL PATH:

SHORELAND OVERLAY ORDINANCES STATE THE HOUSE CAN BE RECONSTRUCTED OR REPLACED.
- MUST GO THRU PLANNING BOARD TO ESTABLISH THE SETBACK FROM THE RESOURCE TO THE GREATEST PRACTICAL EXTENT.
- IF THE DAMAGE INFLICTED IS DEEMED TO BE LESS THAN 50% OF THE MARKET VALUE, A PERMIT MUST BE OBTAINED WITHIN 1 YEAR OF THE DAMAGE.
- IF THE DAMAGE IS MORE THAN 50% THE PERMIT MUST BE OBTAINED WITHIN 18 MONTHS OF THE DAMAGE.
- OFFICIAL DATE OF DAMAGE JANUARY 10, 2024

SUMMARY:

IF THE COST OF REPAIR FOR THE EXISTING FOUNDATION IS MORE THAN 50% OF THE MARKET VALUE OF THE HOUSE, AND SUPERSTRUCTURE IS DEEMED STRUCTURALLY SOUND, THEN RAISE THE EXISTING HOUSE STRUCTURE TO A COMPLIANT ELEVATION. MAIN HOUSE IS LOCATED IN THE VE ZONE WITH A BASE FLOOD ELEVATION OF 17. THE WHOLE HOUSE WILL NEED TO BE RAISED 7'-0"+/-

PRELIMINARY
NOT FOR CONSTRUCTION



ISSUE NUMBER	DATE	DESCRIPTION
1		CHANGES THIS ISSUE
2		
3		
4		
5		

SUBMISSIONS:	DATE	DESCRIPTION
1		
2		
3		
4		
5		

LOPRESTI RESIDENCE
MATTHEW & MARY LOPRESTI
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MOBILE STUDIO DESIGN
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STRUCTURAL ENGINEER
TBD

CONTRACTOR:
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ORIGINAL SHEET SIZE: 24"x36"

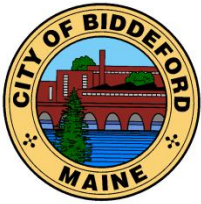
PROPOSED SITE PLAN

A-001P

mobile
studio
design

1 PROPOSED SITE PLAN
SCALE: 1/8" = 1'-0"

0 4' 8' 16'



CITY OF BIDDEFORD

Planning and Development Department

David C.M. Galbraith
Deputy Director/City Planner
205 Main Street
P.O. Box 586
Biddeford, ME 04005
(207) 284-9115

David.Galbraith@biddefordmaine.org

PLANNING BOARD STAFF REPORT

TO: Chair Patoine and Members of the Biddeford Planning Board

FROM: David C.M. Galbraith, Deputy Director/City Planner

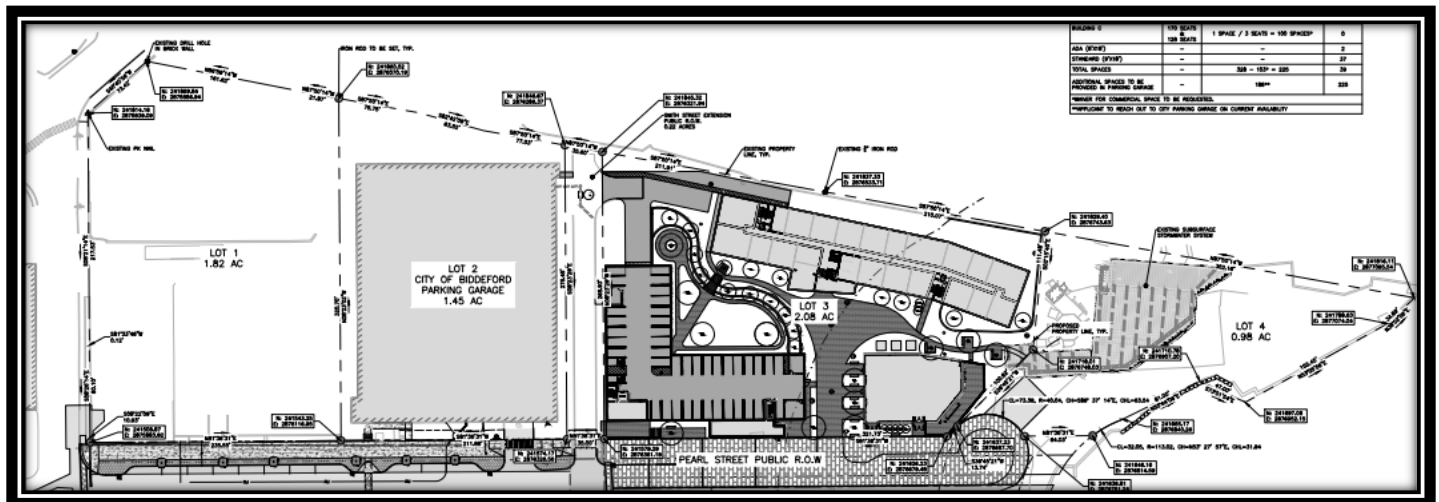
DATE: October 28, 2024

RE: **2024.55 Subdivision Amendment application submitted by Acorn Engineering for 3 Lincoln, LLC. to Subdivide Lot 1 into two Parcels (Lot 1A and Lot 1B). The property is located at 15 Pearl Street (Tax Map 71, Lot 2) in the MSRD 3 zone. This lot is a portion of the former MERC site.**

MEETING DATE: November 6, 2024 at 6:00 PM

1. INTRODUCTION

3 Lincoln Street, LLC are seeking to subdivide lot 1, into two (2) parcels, namely lots 1A and 1B. The subject property is located within the City's MSRD-3 zoning district and is approximately 1.82-acres in area.



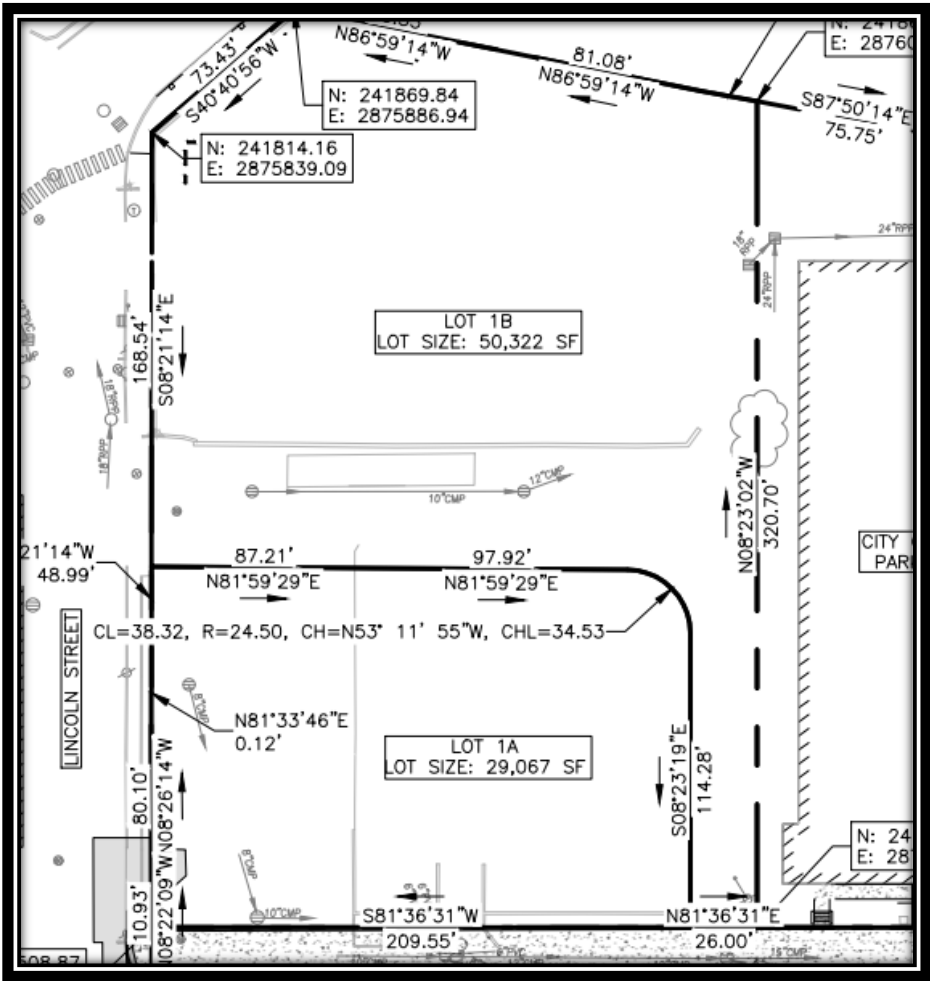
Subdivision Plan Approved by the Planning Board on February 16, 2023

As illustrated above, the Planning Board approved the Subdivision Plan for the division of the former MERC property into four (4) zoning lots on February 16, 2023. The Applicant is seeking to further subdivide Lot-1 into two (2) parcels, namely Lots 1-A and Lot 1-B. As proposed and shown below, Lot 1A would be 29,067 square feet in area (0.67-acres) and Lot 1-B would be 50,322 square feet (1.155-acres) in area. At this time, there is no development proposed for Lot 1-A and a subdivision amendment is all that is being requested at

2024.55 Subdivision Amendment for 3 Lincoln, LLC to Subdivide Lot 1 into two Parcels (Lot 1A and Lot 1B).

Planning Board Meeting Date: November 6, 2024

this time. It should be noted that lot 1-B has a site plan and subdivision amendment pending Planning Board review and approval. This subdivision amendment only requires a single public hearing.



Proposed Lot Division in Two Parcels – Lot 1A and 1B

PROJECT DATA/INFORMATION

1.	Applicant:	3 Lincoln, LLC
2.	Owner of Property:	City of Biddeford
3.	Agent:	Acorn Engineering PO Box 3372, Portland, ME 04103 390 US Route 1, Unit #10 Falmouth, ME 04105
4.	Engineer:	Acorn Engineering/Owen Haskell
5.	Project Location:	15 Pearl Street
6.	Project Tax Map #/Lot #:	Tax Map 71, Lot 2
7.	Lot Size:	1.82-Acres
8.	Base Zoning:	MSRD-3
9.	Overlay Zoning:	N/A

2024.55 Subdivision Amendment for 3 Lincoln, LLC to Subdivide Lot 1 into two Parcels (Lot 1A and Lot 1B).

Planning Board Meeting Date: November 6, 2024

10.	Existing Use:	Vacant
11.	Proposed Use:	90 units of affordable senior housing
12.	Approvals Required:	Subdivision Amendment Plan Review
13.	Uses in the Vicinity:	Mixed Use
14.	Waivers Needed:	a. None
18.	Waivers Granted:	a. None
22.	Other Non-City Permits Required:	None
23.	Fees Paid:	No
25.	Planning Board Review History: 1 lot Subdivision Amendment 11-6-24	

2. REVIEW PROCESS

Per City ordinance, this application is subject to Subdivision Amendment review and approval by the Planning Board. This subdivision amendment only requires a single public hearing.

3. STAFF RECOMMENDATION

This application is for a Subdivision Amendment for the division of an existing lot into two (2) parcels, and Staff recommends approval of the proposed Subdivision Amendment.

4. SAMPLE MOTIONS:

A. Motion to approve Case # 2024.55 - Subdivision Amendment application submitted by Acorn Engineering for 3 Lincoln, LLC. to Subdivide Lot 1 into two Parcels (Lot 1A and Lot 1B), located at 15 Pearl Street (Tax Map 71, Lot 2) in the MSRD 3 zone.

B. Motion to Table Case # 2024.55 - Subdivision Amendment application submitted by Acorn Engineering for 3 Lincoln, LLC. to Subdivide Lot 1 into two Parcels (Lot 1A and Lot 1B), located at 15 Pearl Street (Tax Map 71, Lot 2) in the MSRD 3 zone, based upon the following reasons:

- i. _____
- ii. _____
- iii. _____

C. Motion to Deny Case # 2024.55 - Subdivision Amendment application submitted by Acorn Engineering for 3 Lincoln, LLC. to Subdivide Lot 1 into two Parcels (Lot 1A and Lot 1B), located at 15 Pearl Street (Tax Map 71, Lot 2) in the MSRD 3 zone, based upon the following reasons:

- i. _____
- ii. _____
- iii. _____

2024.55 Subdivision Amendment for 3 Lincoln, LLC to Subdivide Lot 1 into two Parcels (Lot 1A and Lot 1B).

Planning Board Meeting Date: November 6, 2024

**City of Biddeford – Planning Department****Planning Board Application**

P.O. Box 586, 205 Main Street Biddeford, Maine 04005
207-284-9115

Type of Application:☐ Shoreland Zoning Permit☐ Site Plan Review☐ Extraction☐ Conditional Use Permit☒ Subdivision☐ Private Way☐ Other: _____**Applicant Information:**Name: 3 Lincoln, LLCMailing Address: 80 Exchange Street, Suite 400, Portland, Maine 04101Telephone: 207-317-2818Email: nthormann@fathomcompanies.com

What is your legal interest in the property?

☐ Owner☒ Potential Buyer with Contract☐ Lease/Rental Agreement**Owner's Information:**Name: City of BiddefordMailing Address: 205 Main Street, Biddeford, Maine 04005Telephone: 207-571-0700

Email: _____

Agent's Information:Name: Acorn Engineering Inc.Mailing Address: PO Box 3372, Portland, Maine 04104Telephone: (207) 775-2655Email: Pheil@acorn-engineering.com**Engineer/Surveyor's Information:**Name: Acorn Engineering Inc. / Owen HaskellMailing Address: See above / 390 U.S. Rt 1. Unit #10 Falmouth, ME, 04105Telephone: See above / 207-774-0424Email: See Above / rloubier@owenhaskell.com**Project Location and Lot Information:**Street Address: 3 Lincoln Street Drainage Watershed: Saco RiverTax Map: 71 Lot: 2Current Zoning: MSRD-3 Shoreland Zoning: _____Size of Lot: 1.82 (Lot 1) ☒ acres () s.f. Lot Frontage: 236' (Pearl) & 382' (Lincoln)Existing Use of Property: Lot 1 is currently undeveloped (previously portions of the old MERC facility)**Property currently serviced by:**☒ City Road ☒ Public Sewer ☒ Public Water ☐ Public Trash☐ Private Road ☐ Septic System ☐ Private Well ☒ Private Hauler

Slope Conditions in Area of Construction (if applicable):

☒ Flat (0-3% slope) ☒ Rolling (3-8% slope) ☐ Hilly (8-15% slope) ☒ Steep (15%+ Slope)Are there any wetlands or waterbodies on the site? ☐ (Yes) ☒ (No) if yes attach informationIs the project within the 100-year floodplain? ☐ (Yes) ☒ (No) if yes attach informationDo you plan to bring fill onto the lot? ☐ (Yes) ☒ (No) If yes attach information

Description of proposed use of property:

Project/Proposed Use:

The project proposes to subdivide Lot 1 into two (2) smaller lots (Lot 1A and Lot 1B). See the Plan attached for additional information.

Property to be Serviced by:

☒ City Road ☒ Public Sewer ☒ Public Water ☐ Public Trash
☐ Private Road ☐ Septic System ☐ Private Well ☒ Private Hauler

Limits of Disturbance: N/A () acres () s.f.

Net change in impervious cover: N/A () acres () s.f.

Is this project part of a larger project? ☒ (Yes) ☐ (No)

Is the project proposing a new Private or Public Road? ☐ (Yes, Private) ☐ (Yes, Public) ☐ (No)

Is this project within the Urbanized Area/MS4 (see [City Drainage Map](#)) ☐ (Yes) ☐ (No)

Is the project proposing any Stormwater facilities/BMPs? ☐ (Yes) ☐ (No)

Will a Traffic Movement Permit (TMP) be required?: ☐ (Yes) ☐ (No)

☐ **If in a Shoreland Zone:**

Percent of residential lot coverage (Max 20%): _____

Percent of structure expansion (Max 30%): _____

☒ **If Subdivision Review, number of lots proposed:** 2 lots (amendment to previous subdivision)

☐ **If a Private Way is proposed, number of lots served:** _____

If Site Plan Review, you must provide the following information:

Total new square feet footprint of structure: N/A

Total new square feet paving/parking: N/A

Waiver Requests (attach details):

1. _____
2. _____
3. _____
4. _____
5. _____

Required Submittal Attachments:

A. Letters of Approval

☐ Fire Department – Contact Chief or Deputy Chief – 282-9986

☐ Ability to Serve for Water Service – Maine Water – 282-1543

☐ Ability to Serve for Sewer Service – Engineering Department – Tom Milligan 284-9118

☐ Police Department – e-911 Road Name Designation – Contact Joanne Fisk 282-5127

B. Letter to Planning Board describing project, Waiver requests, proposed improvements, addressing permit requirements, etc.

C. Photographs of Site.

D. Architectural renderings/drawings of proposed buildings, as required.

E. Engineering Plans, as required.

F. Stormwater Management Report, as required.

Fees (Due at time of Submission):

- \$75 Nonrefundable Administration Fee is required for every application.
- Refer to “Attachment A Fees and Charges” of the Land Development Regulations for more information. Consult with Planning Staff if you have questions.

Required Signatures:

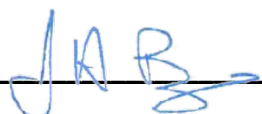
By signing this application, as the foresaid applicant or authorized agent:

- I certify that I have read and completely understand the application;
- I certify that the information contained in this application and its attachments are true and correct;
- I understand that all information provided on this form and all other documents submitted as part of my proposal is a matter of public record;
- I understand that copies of this information may be supplied upon request to an interested party.
- I understand that additional funds may be required through the course of the review for special studies, legal review costs, and/or engineering review.
- I understand that by submitting an application I am not guaranteed a place on any particular agenda. I further understand that the City Planner will place me on an agenda for review when the application is deemed substantially complete.

Will the proposed project cause 1 acre or more of site disturbance?: __ (Yes) __ (No)

- **If Yes, applicant is responsible for any required Maine Construction General Permits and shall comply with the requirements of DEP Chapter 500 Stormwater Regulations, as they apply.**

Signature of Applicant: _____



Date 9/06/2024

Signature of Property Owner: _____

Date _____

DIGITAL SUBMITTAL REQUIREMENTS FOR ALL SUBMITTALS:

- A) PDF OF SIGNED APPLICATION
- B) PDFs OF ALL DRAWING SETS AND OTHER REQUIRED SUBMITTAL ATTACHMENTS NOTED ABOVE

HARD-COPY SUBMITTAL REQUIREMENTS FOR PLANNING BOARD APPLICATIONS:

- A) SEVEN (7) FULL-SIZE PAPER COPIES OF DRAWING SETS

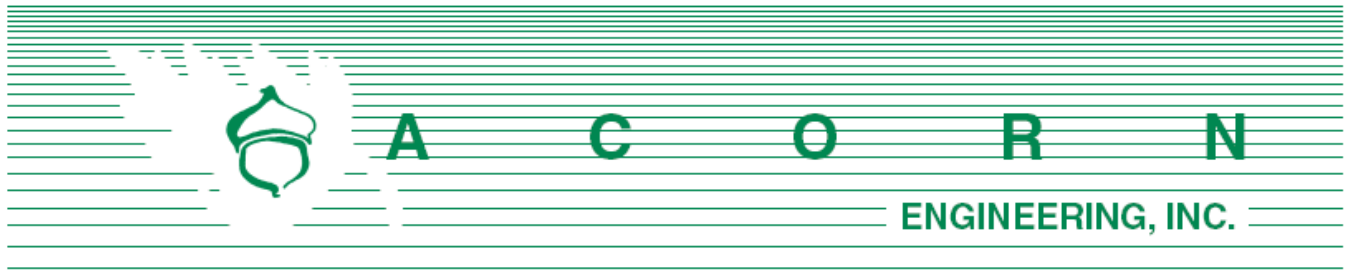
DIGITAL SUBMITTAL REQUIREMENTS FOR FINAL APPROVAL:

- A) INDIVIDUALLY NAMED PDFs OF EACH DRAWING (NOT A COMBINED PDF SET)
 - *Individual Drawing PDF Naming Format: 'PROJECT/SHEETSET NAME_INDIVIDUAL DRAWING NAME.pdf'*
- B) PDF COPIES OF ALL PERMIT APPROVALS, APPLICATIONS, REPORTS, NARRATIVES, LETTERS, ETC.
- C) FINAL CAD REFERENCE FILES IN DWG FORMAT (SURVEY & PROPOSED DESIGN LINEWORK)
 - *All drawings & CAD reference files must be to-scale and within the following coordinate systems:*
 - MAINE STATE PLANE WEST NAD83 (Horizontal Datum) & NAVD88 (Vertical Datum)

HARD-COPY SUBMITTAL REQUIREMENTS FOR FINAL APPROVAL:

- A) THREE (3) FULL-SIZE PAPER COPIES OF INDIVIDUAL DRAWINGS REQUIRING BOARD SIGNATURE
- B) ONE (1) FULL-SIZE PAPER COPY OF ENTIRE DRAWING SET FOR ENGINEERING RECORDS

PLEASE CONFIRM WITH PLANNING STAFF FOR CLARIFICATION



Planning Board & Planning Department
Attn: Mr. David Galbraith
City of Biddeford, Maine
205 Main Street
Biddeford, ME 04005

September 11, 2024

Subject: Subdivision Amendment (2022.02) Application – Pearl Street Lot 1
Redevelopment of Pearl Street, Lot 1, Biddeford

Members of the Board & Mr. Galbraith:

On behalf of 3 Lincoln, LLC, we are pleased to submit the accompanying package of the proposed Subdivision amendment submission materials related to the proposed land division at 3 Lincoln Street, (Pearl Street Lot 1) in Biddeford, Maine. The parcel is mapped as Map: 71, Block 2, and is in the Main Street Revitalization District – High Density / Mixed-Use (MSRD-3). The project previously received subdivision approval under application #2022.02 and currently proposes to further subdivide Lot 1 into two new lots, Lot 1A and Lot 1B. It is our understanding this lot split will allow Lot 1B to be developed by a separate entity for a potential future affordable housing project and Lot 1A will remain in control under 3 Lincoln, LLC to be developed at a later date.

We would respectfully request the Subdivision Amendment Application be placed on the next available Planning Board meeting. If you have any questions regarding these materials or the completeness of the application materials, please do not hesitate to contact us.

Sincerely,

William H. Savage, P.E.
Principal
Acorn Engineering, Inc.

Peter Heil P.E.
Project Manager
Acorn Engineering, Inc.

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
1.	RIGHT, TITLE, OR INTEREST
2.	MASTER PLAN DEVELOPMENT AGREEMENT
3.	COUNCIL MEMO
4.	PHOTOGRAPHS

LIST OF DRAWINGS

SURVEY	EXISTING CONDITIONS SURVEY – BY OWEN HASKELL, INC.
EX	LOT 1 EXHIBIT
PLAT	OVERALL SUBDIVISION PLAT



Right Title Interest

Please see attached for the Master Plan Development Agreement between 3 Lincoln, LLC and the City of Biddeford



Master Plan Development Agreement

This Master Plan Development Agreement (this “Agreement”) dated November 17, 2020 (“Effective Date”), is executed between 3 Lincoln, LLC, a Maine limited liability company (the “Developer”), having an address at P.O. Box 7486, Portland, Maine 04112 and the City of Biddeford, Maine, a Maine municipal corporation and body politic with offices at 205 Main Street, Biddeford, Maine (the “City”). The Developer and the City are collectively referred to as the “Parties.”

RECITALS

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

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

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

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

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

AGREEMENT

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

ARTICLE I

GENERAL TERMS & COMMITMENTS

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

1.2 Description of the Project. The Project consists of the planning, permitting, and development of the Site, including coordination of the development by the City of a municipal parking garage (the “Municipal Parking Garage”) on the portion of the Site shown on Exhibit A as the site for those improvements (“Garage Site”) and the development of buildings adjacent to the Municipal Parking Garage generally located on the east and west sides of that structure on the development sites shown on Exhibit A (collectively the “Development Sites”) as commercial, residential, academic, hospitality, retail or other uses (collectively the “Adjacent Buildings”). The Parties shall progress through each stage of the Project, consistent with Section 1.3 below, giving due consideration to Site conditions, financial feasibility, and other commercially reasonable development considerations. The Parties expressly acknowledge the need to provide reasonable flexibility to the Developer to enable the Developer to respond to changing market conditions and intend that the scope of the Project be interpreted and adjusted by the City and the Developer in a manner that will promote, and not hinder, a commercially reasonable and economically viable redevelopment of the Site. Without limitation of the foregoing, as of the date of the Agreement, the Project and its various elements are envisioned to be generally consistent with the Camoin Study. In the course of modifying and refining these initial plans throughout the development process, the Developer will seek to incorporate a mixture of residential, retail, office, hospitality, education and service uses with the adjacent Municipal Parking Garage, park area, street system, the RiverWalk and other amenities intended to foster the creation of an economically vibrant, urban style mixed use destination, generally as contemplated by the Camoin Study and in accordance with the principles enumerated in Section 3.1 of this Agreement.

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

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

1.3.2 Within three (3) months following the Start Date, the Developer shall prepare (or have prepared) and present to the City a concept plan for the development of each of the Development Sites (the “Preliminary Concept Plan”). In the event that the City determines that the Preliminary Concept Plan is not suitable, and the City and the Developer are unable to

agree to revisions to the Preliminary Concept Plan that make such plan suitable to the City, the City shall be permitted to terminate this Agreement in accordance with Article VI; provided, that in the event that the City terminates this Agreement pursuant to this Section 1.3.2, the City shall reimburse the Developer for all costs and expenses incurred prior to the date of termination, plus twenty percent (20%) to partially compensate the Developer for its time and effort.

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

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

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

1.3.6 The milestone dates set forth in Sections 1.3.2, 1.3.3 and 1.3.4 shall be extended in the event the Municipal Parking Garage has not achieved the same milestone as specified in each Section for the Project. The extension of the applicable milestone shall be coterminous with the date the Municipal Parking Garage achieves its corresponding milestone, in order to assure that the pace of development of the Project does not proceed at a substantially

more rapid rate than the development of the Municipal Parking Garage, which is an critical element in the Developer's ability to successfully develop the Project.

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

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

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

ARTICLE II PURCHASE OPTION

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

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

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

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

2.2.3 Exercise of Option: Upon satisfaction of the Condition of Exercise described in Section 2.2.4 below, the Option may be exercised by the Developer by the transmittal of a signed written notice of the Developer's exercise of the Option ("Notice of Exercise"), and specifying the date, time and place for closing on the purchase of the Subject Property, which shall not be later than ninety (90) days following the date of the Notice of Exercise ("Closing Date"). The Developer shall have the right to exercise the Option with respect to either or both Subject Properties, and if exercised for one of the Subject Properties the Option shall continue in force for the other Subject Property for the remainder of the Option Term. If the Developer exercises the Option separately, the purchase price for the first property shall be Seven Hundred Thousand Dollars (\$700,000) and the purchase price for the second property shall be Seven Hundred Thousand Dollars (\$700,000) for a combined purchase price of One Million Four Hundred Thousand Dollars (\$1,400,000).

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

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

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

(b) The Developer shall pay the Purchase Price by wire transfer to an account specified by the City, as increased or decreased by applicable prorations and adjustments, including (i) all real and personal property taxes and similar ad valorem obligations levied with respect to the Subject Property for a taxable period that includes (but does not end on) the Closing Date based on the number of days of such taxable period included in the period ending with and including the Closing Date, (ii) any and all other income and expenses items that relate to the Subject Property that are incurred during a period beginning before the Closing Date and ending after the Closing Date, including but not limited to (i) water, sewer, electricity, gas, oil, telephone and other utility expenses, and (ii) payments under any contracts or agreements related to the Subject Property that Developer agrees to accept an assignment (collectively, the “Prorations”). The Prorations shall be apportioned as of the Closing Date such that the City shall be liable for that portion of such Prorations relating to, or arising in respect of, periods through and including the Closing Date and Developer shall be liable for (and shall reimburse the City to the extent City shall have paid) that portion of such expense items relating to, or arising in respect to, periods after the Closing Date.

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

ARTICLE III RESPONSIBILITIES OF PARTIES

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

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

3.1.1 Perform its obligations pursuant to Article I hereof.

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

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

- a. Site use plans that incorporate urban mixed use principles;

b. Transit and pedestrian orientation with existing or future facilities in the Mill District;

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

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

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

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

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

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

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

Completion. In the event that any such remediation is necessary, the City will provide to Developer, on or before the Closing Date for each Subject Property, evidence of the required remediation in form reasonably acceptable to Developer and any financial institutions financing the Municipal Parking Garage and Adjacent Buildings, including the environmental clearances listed on Exhibit C hereto.

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

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

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

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

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

3.3 Joint Party Responsibilities.

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

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

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

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

ARTICLE IV LIMIT OF LIABILITY

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

ARTICLE V INDEMNIFICATION

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

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

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

ARTICLE VI DEFAULT AND REMEDIES

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

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

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

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

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

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

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

ARTICLE VII REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

ARTICLE VIII FORCE MAJEURE

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

ARTICLE IX
MISCELLANEOUS

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

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

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

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

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

9.6 Integration. This Agreement encompasses the entire Agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written. The Parties hereby acknowledge and represent, by affixing their hands and seals hereto, that the Parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other Party or any other person or entity whatsoever, prior to the execution of this Agreement. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a Party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of the Party's right to remedies associated with the gross negligence, willful misconduct or fraud of

any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

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

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

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

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

City	City of Biddeford c/o James A. Bennett, (or the then current) City Manager P.O. Box 586 205 Main Street Biddeford, Maine 04005
With a copy to	Keith R. Jacques, Esq. Woodman Edmands Danylik Austin Smith & Jacques, P.A. P.O. Box 468 234 Main Street Biddeford, Maine 04005
Developer	3 Lincoln LLC

c/o James H. Brady, manager
P.O. Box 7486
Portland, ME 04112-7486

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

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

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

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

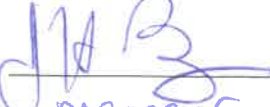
9.14 Mediation/Arbitration. The Parties hereto agree that prior to filing litigation they will consider alternative dispute resolution techniques such as mediation and arbitration to resolve all claims, counterclaims, disputes and other matters in question between the Parties arising out of this Agreement.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of this
17 day of Nov, 2020.


Witness Jonathan Benoit

DEVELOPER:
3 Lincoln, LLC

By: 
Its: manager

CITY OF BIDDEFORD

Witness

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

City of Biddeford, Maine

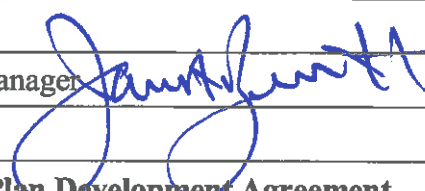


The Office of
City Manager

James A. Bennett

Email: jbennett@biddefordmaine.org

MEMORANDUM

TO:	BE Fidler LLC
FROM:	James A. Bennett, City Manager 
DATE:	December 19, 2019
RE:	Clarification to Master Plan Development Agreement

This memo issued to clarify .section 1.3.6 of the Master Plan Development agreement. That section contemplates that milestone dates within the agreement shall be extended if the parking garage was unable to meet its milestone. This section shall be broadly interpreted to include any delays that might occur that are a result of any infrastructure design, approval or construction required to serve the parking garage, including, but not limited to:

- Pearl Street Road Design and Construction;
- Pearl Street Utilities Design and Construction, including water and sewer improvements;
or
- Pearl Street Pedestrian and Landscape design and construction, including direct links to the Riverwalk.

Finally, nothing within the agreement, nor within this memo prohibits the parties to mutually extend any deadline contained within the agreement. Any extension shall be done in writing.

Exhibit A
Site Plan

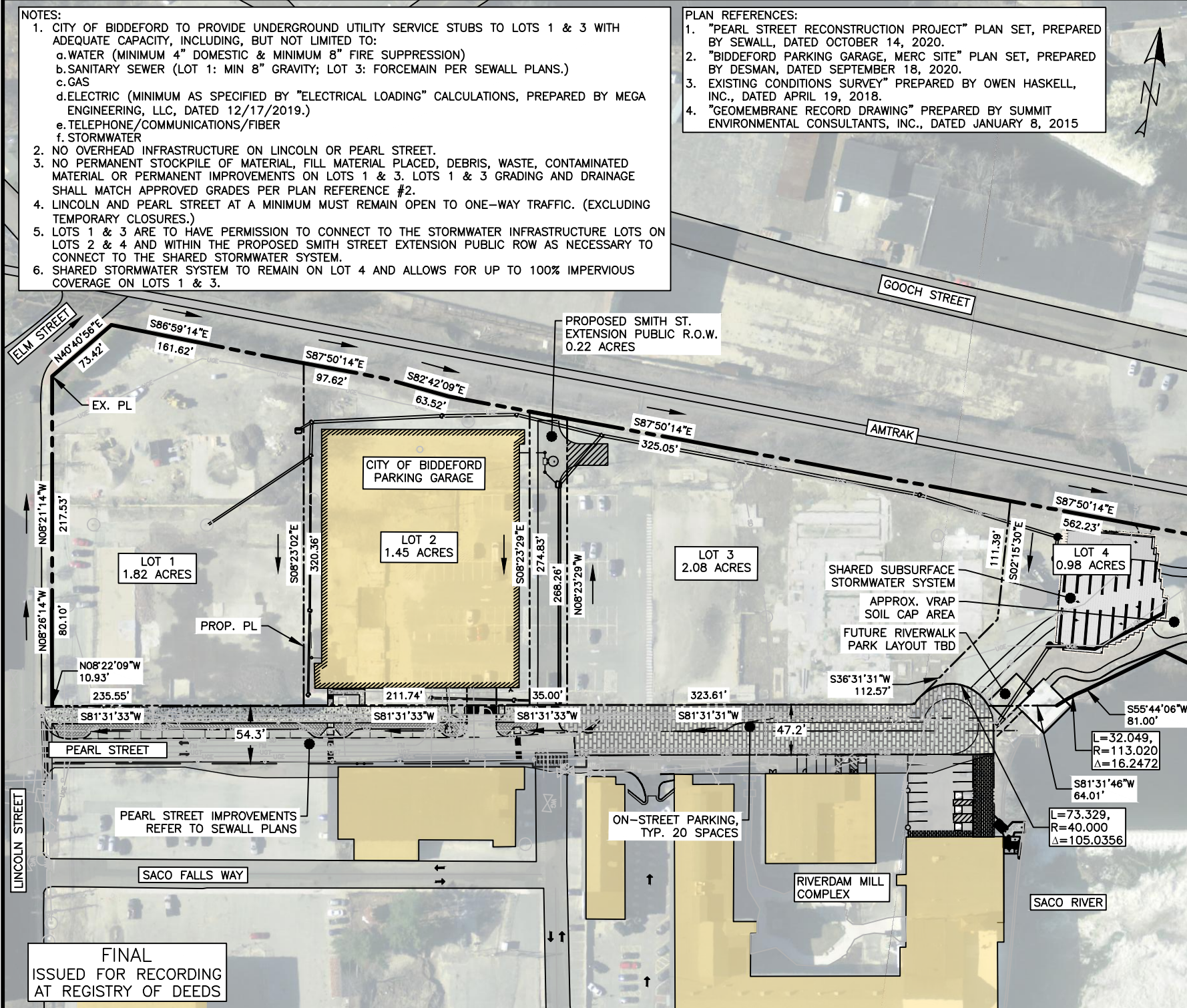
[insert Site Plan]

NOTES:

- CITY OF BIDDEFORD TO PROVIDE UNDERGROUND UTILITY SERVICE STUBS TO LOTS 1 & 3 WITH ADEQUATE CAPACITY, INCLUDING, BUT NOT LIMITED TO:
 - WATER (MINIMUM 4" DOMESTIC & MINIMUM 8" FIRE SUPPRESSION)
 - SANITARY SEWER (LOT 1: MIN 8" GRAVITY; LOT 3: FORCEMAIN PER SEWALL PLANS.)
 - GAS
 - ELECTRIC (MINIMUM AS SPECIFIED BY "ELECTRICAL LOADING" CALCULATIONS, PREPARED BY MEGA ENGINEERING, LLC, DATED 12/17/2019.)
 - TELEPHONE/COMMUNICATIONS/FIBER
 - STORMWATER
- NO OVERHEAD INFRASTRUCTURE ON LINCOLN OR PEARL STREET.
- NO PERMANENT STOCKPILE OF MATERIAL, FILL MATERIAL PLACED, DEBRIS, WASTE, CONTAMINATED MATERIAL OR PERMANENT IMPROVEMENTS ON LOTS 1 & 3. LOTS 1 & 3 GRADING AND DRAINAGE SHALL MATCH APPROVED GRADES PER PLAN REFERENCE #2.
- LINCOLN AND PEARL STREET AT A MINIMUM MUST REMAIN OPEN TO ONE-WAY TRAFFIC. (EXCLUDING TEMPORARY CLOSURES.)
- LOTS 1 & 3 ARE TO HAVE PERMISSION TO CONNECT TO THE STORMWATER INFRASTRUCTURE LOTS ON LOTS 2 & 4 AND WITHIN THE PROPOSED SMITH STREET EXTENSION PUBLIC ROW AS NECESSARY TO CONNECT TO THE SHARED STORMWATER SYSTEM.
- SHARED STORMWATER SYSTEM TO REMAIN ON LOT 4 AND ALLOWS FOR UP TO 100% IMPERVIOUS COVERAGE ON LOTS 1 & 3.

PLAN REFERENCES:

- "PEARL STREET RECONSTRUCTION PROJECT" PLAN SET, PREPARED BY SEWALL, DATED OCTOBER 14, 2020.
- "BIDDEFORD PARKING GARAGE, MERC SITE" PLAN SET, PREPARED BY DESMAN, DATED SEPTEMBER 18, 2020.
- EXISTING CONDITIONS SURVEY" PREPARED BY OWEN HASKELL, INC., DATED APRIL 19, 2018.
- "GEOMEMBRANE RECORD DRAWING" PREPARED BY SUMMIT ENVIRONMENTAL CONSULTANTS, INC., DATED JANUARY 8, 2015

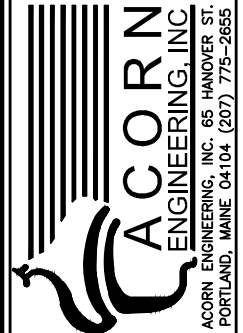


ISSUED FOR	BY
JDA EXHIBIT	DATE
	PFH
	11/12/20

DRAWING NAME: OVERALL SITE EXHIBIT

PROJECT NAME: PEARL STREET & MERC REDEVELOPMENT

CLIENT: FATHOM/BE FITLER, LLC
BIDDEFORD, MAINE



FILE:	1124_CIVIL
JN:	1124
SCALE:	1" = 120'
DESIGN BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

DRAWING NO.

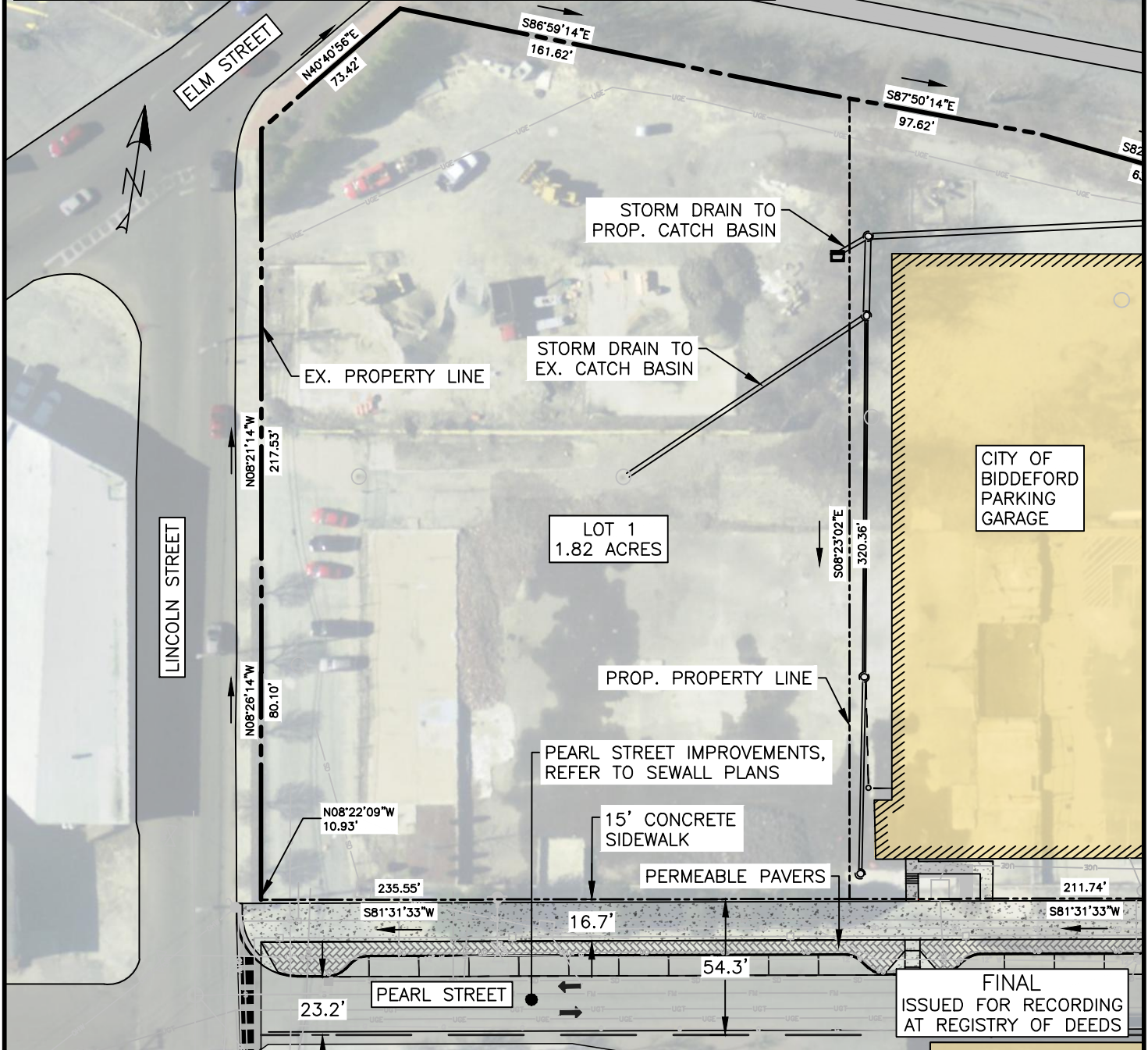
EX-A
ALSO REFER TO
EX-A1 & EX-A2

NOTES:

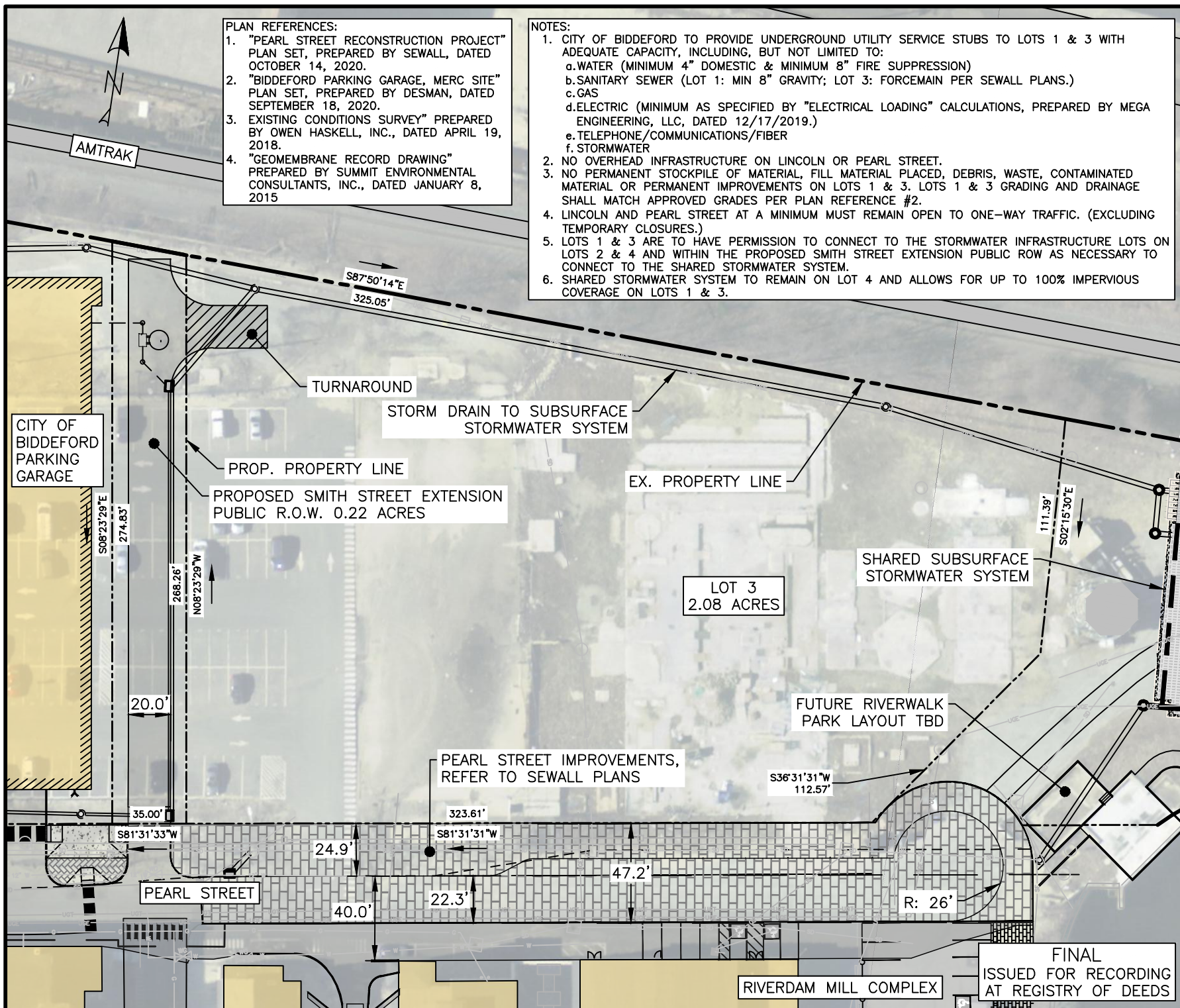
1. CITY OF BIDDEFORD TO PROVIDE UNDERGROUND UTILITY SERVICE STUBS TO LOTS 1 & 3 WITH ADEQUATE CAPACITY, INCLUDING, BUT NOT LIMITED TO:
 - a. WATER (MINIMUM 4" DOMESTIC & MINIMUM 8" FIRE SUPPRESSION)
 - b. SANITARY SEWER (LOT 1: MIN 8" GRAVITY; LOT 3: FORCEMAIN PER SEWALL PLANS.)
 - c. GAS
 - d. ELECTRIC (MINIMUM AS SPECIFIED BY "ELECTRICAL LOADING" CALCULATIONS, PREPARED BY MEGA ENGINEERING, LLC, DATED 12/17/2019.)
 - e. TELEPHONE/COMMUNICATIONS/FIBER
 - f. STORMWATER
2. NO OVERHEAD INFRASTRUCTURE ON LINCOLN OR PEARL STREET.
3. NO PERMANENT STOCKPILE OF MATERIAL, FILL MATERIAL PLACED, DEBRIS, WASTE, CONTAMINATED MATERIAL OR PERMANENT IMPROVEMENTS ON LOTS 1 & 3. LOTS 1 & 3 GRADING AND DRAINAGE SHALL MATCH APPROVED GRADES PER PLAN REFERENCE #2.
4. LINCOLN AND PEARL STREET AT A MINIMUM MUST REMAIN OPEN TO ONE-WAY TRAFFIC. (EXCLUDING TEMPORARY CLOSURES.)
5. LOTS 1 & 3 ARE TO HAVE PERMISSION TO CONNECT TO THE STORMWATER INFRASTRUCTURE LOTS ON LOTS 2 & 4 AND WITHIN THE PROPOSED SMITH STREET EXTENSION PUBLIC ROW AS NECESSARY TO CONNECT TO THE SHARED STORMWATER SYSTEM.
6. SHARED STORMWATER SYSTEM TO REMAIN ON LOT 4 AND ALLOWS FOR UP TO 100% IMPERVIOUS COVERAGE ON LOTS 1 & 3.

PLAN REFERENCES:

1. "PEARL STREET RECONSTRUCTION PROJECT" PLAN SET, PREPARED BY SEWALL, DATED OCTOBER 14, 2020.
2. "BIDDEFORD PARKING GARAGE, MERC SITE" PLAN SET, PREPARED BY DESMAN, DATED SEPTEMBER 18, 2020.
3. "EXISTING CONDITIONS SURVEY" PREPARED BY OWEN HASKELL, INC., DATED APRIL 19, 2018.
4. "GEOMEMBRANE RECORD DRAWING" PREPARED BY SUMMIT ENVIRONMENTAL CONSULTANTS, INC., DATED JANUARY 8, 2015



THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.	FILE: 1124_CIVIL DATE: 11/12/20 JUN: 1124 SCALE: 1" = 60' DESIGN BY: PFH DRAWN BY: ZMS CHECKED BY: WHS	 ACORN ENGINEERING, INC. ACORN ENGINEERING, INC. P.O. BOX 3372 PORTLAND, MAINE 04104 (207) 775-2655	DRAWING NAME: LOT 1 EXHIBIT PROJECT NAME: PEARL STREET & MERC REDEVELOPMENT CLIENT: FATHOM/BE FITLER, LLC BIDDEFORD, MAINE	ISSUED FOR JDA EXHIBIT BY DATE PFH 11/12/20
	DRAWING NO. EX-A1 ALSO REFER TO EX-A & EX-A2 FINAL ISSUED FOR RECORDING AT REGISTRY OF DEEDS			



PLAN REFERENCES:

1. "PEARL STREET RECONSTRUCTION PROJECT" PLAN SET, PREPARED BY SEWALL, DATED OCTOBER 14, 2020.
2. "BIDDEFORD PARKING GARAGE, MERC SITE" PLAN SET, PREPARED BY DESMAN, DATED SEPTEMBER 18, 2020.
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4. "GEOMEMBRANE RECORD DRAWING" PREPARED BY SUMMIT ENVIRONMENTAL CONSULTANTS, INC., DATED JANUARY 8, 2015

NOTES:

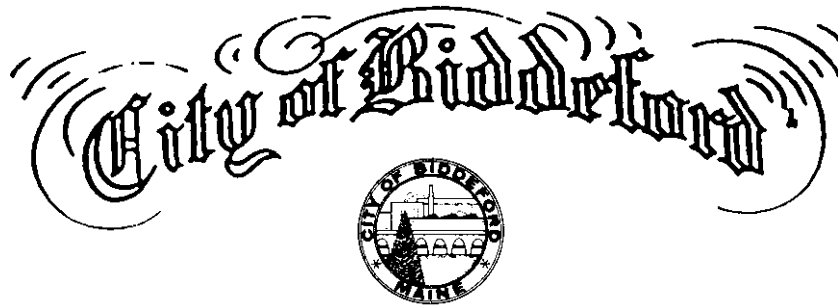
1. CITY OF BIDDEFORD TO PROVIDE UNDERGROUND UTILITY SERVICE STUBS TO LOTS 1 & 3 WITH ADEQUATE CAPACITY, INCLUDING, BUT NOT LIMITED TO:
 - a. WATER (MINIMUM 4" DOMESTIC & MINIMUM 8" FIRE SUPPRESSION)
 - b. SANITARY SEWER (LOT 1: MIN 8" GRAVITY; LOT 3: FORCEMAIN PER SEWALL PLANS.)
 - c. GAS
 - d. ELECTRIC (MINIMUM AS SPECIFIED BY "ELECTRICAL LOADING" CALCULATIONS, PREPARED BY MEGA ENGINEERING, LLC, DATED 12/17/2019.)
 - e. TELEPHONE/COMMUNICATIONS/FIBER
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6. SHARED STORMWATER SYSTEM TO REMAIN ON LOT 4 AND ALLOWS FOR UP TO 100% IMPERVIOUS COVERAGE ON LOTS 1 & 3.

ISSUED FOR	BY
JDA EXHIBIT	DATE
	11/12/20
DRAWING NAME: LOT 3 EXHIBIT	
PROJECT NAME: PEARL STREET & MERC REDEVELOPMENT	
CLIENT: FATHOM/BE FITLER, LLC BIDDEFORD, MAINE	
ACORN ENGINEERING, INC. ACORN ENGINEERING, INC. 65 HANOVER ST. PORTLAND, MAINE 04104 (207) 773-2655	
FILE:	1124_CIVIL
JN:	1124
SCALE:	1" = 60'
DESIGN BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.	
DRAWING NO.	
EX-A2	
ALSO REFER TO EX-A & EX-A1	

Exhibit B
Legal Description

[insert legal description of Site]

Exhibit C
Environmental Clearances



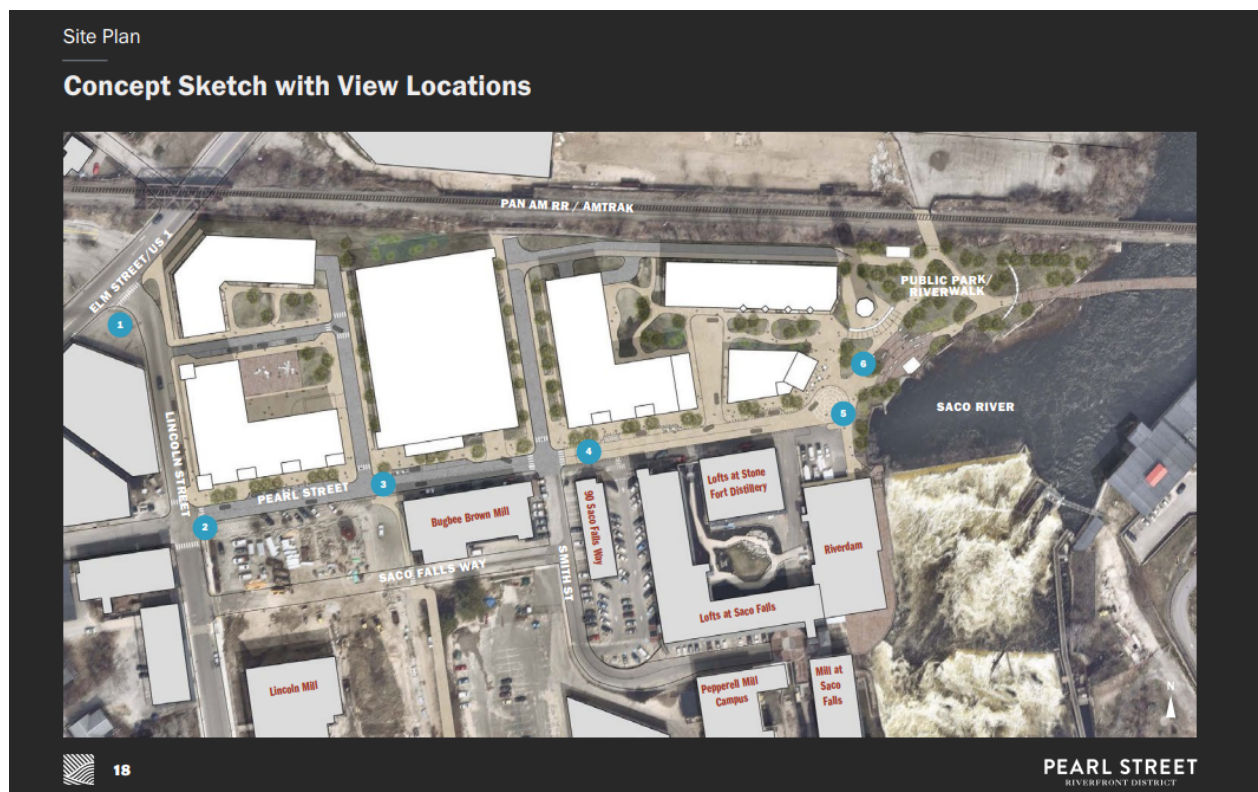
2021.134

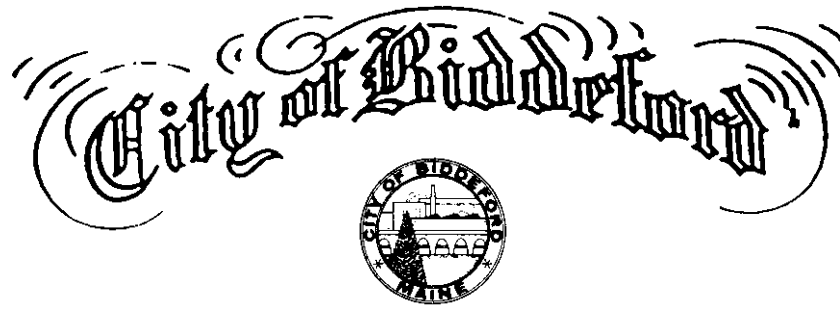
IN BOARD OF CITY COUNCIL..DECEMBER 21, 2021

BE IT ORDERED, that the City Council approves the Preliminary Concept Plan submitted by 3-Lincoln LLC (the Fathom Company and partners) for the redevelopment of the so-called “MERC site” at 3 Lincoln Street, substantially in the form represented in the attached concept plan and consistent with the Master Plan Development Agreement, signed on November 13, 2020 and subject to the following conditions:

1. *The City of Biddeford will coordinate the DEP Shoreland Zoning amendment to allow the density proposed for the Pearl Street Riverfront District. This approval will allow the Site Plan Application for Lot 3 to be submitted and avoid further delays to the permitting process due to the existing amendment.*
2. *The timeline outlined in the Master Plan Development Agreement (Section 1.3 Project Schedule) will not start until the DEP Shoreland Zoning amendment is approved to allow the density proposed for the Pearl Street Riverfront District in the Preliminary Concept Plan and Lot 3 Site Plan Application.*

Preliminary Concept Plan:

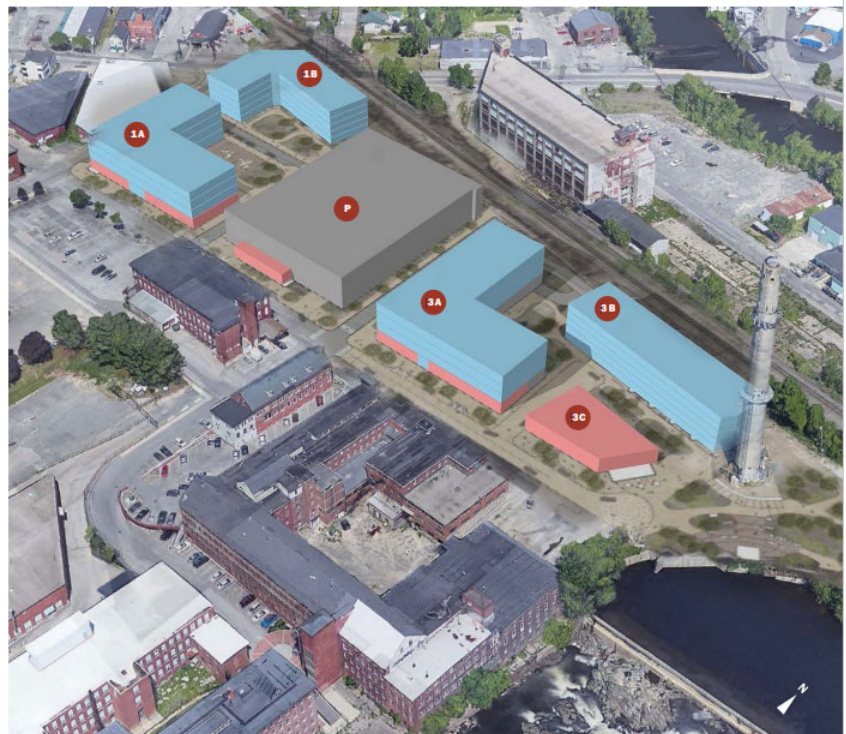


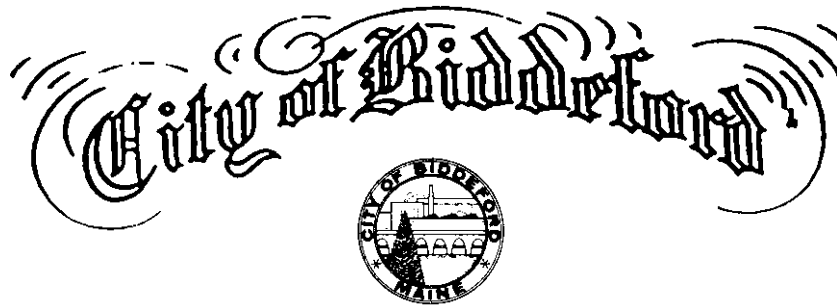


Site Plan

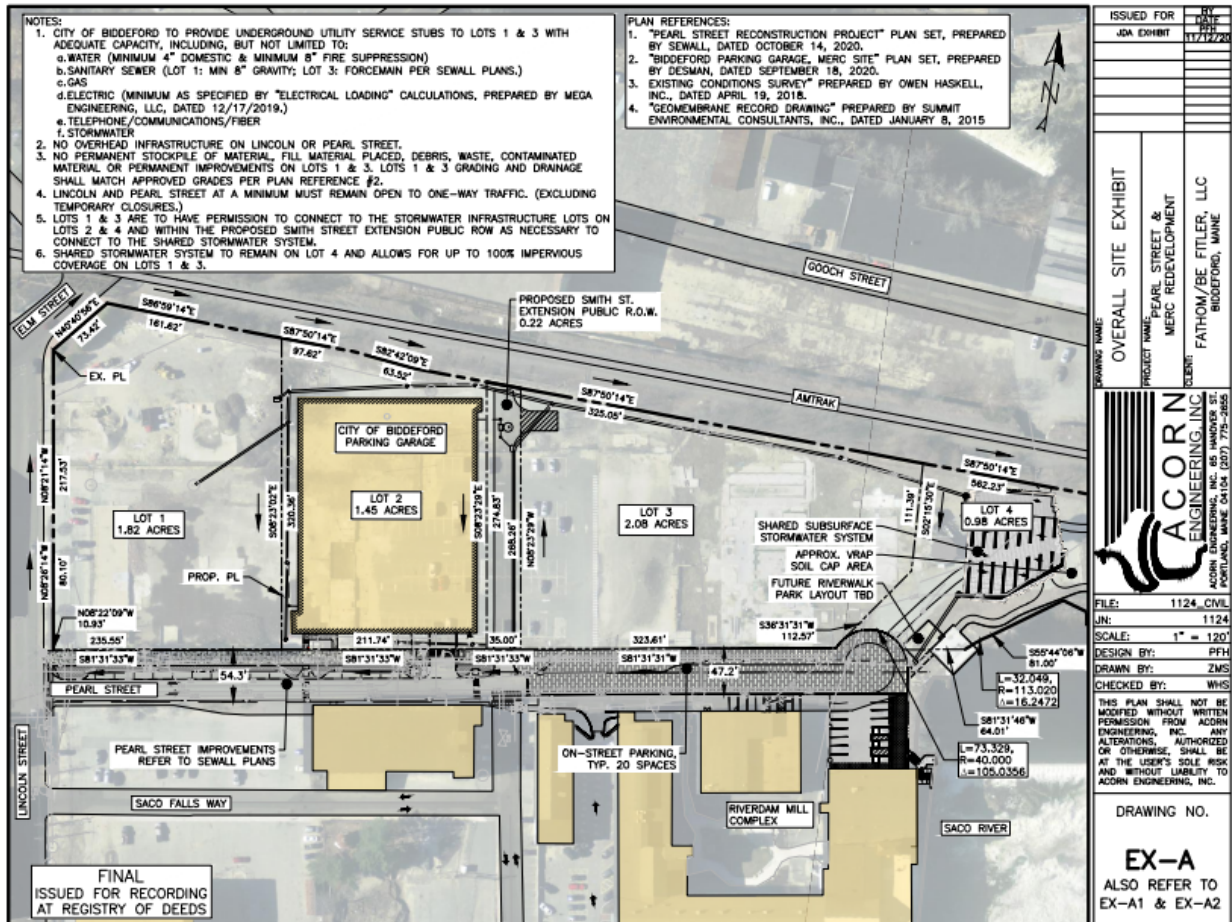
Potential Development Program

- 1A Building 1A**
Floorplate 21,000SF; 3-5 stories; 60,000-100,000SF gross
- 1B Building 1B**
Floorplate 14,500SF; 3-5 stories; 43,500-72,500SF gross
- P Public Parking Structure & Transportation Hub**
Retail, bike parking; 1 story; 1,000-1,500SF gross
- 3A Building 3A**
Floorplate 22,500SF; 3-5 stories; 67,000-112,500SF gross
- 3B Building 3B**
Floorplate 12,500SF; 3-5 stories; 37,000-62,500SF gross
- 3C Building 3C**
Retail/Dining Floorplate 6,500SF; 1-2 stories; 6,500-13,000SF gross





Survey of Property



December 21, 2021

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

Attest by: _____
Carmen J. Morris, City Clerk

Photographs



1. Standing west of existing parking garage. Facing north into lot 1.



2. Standing west of existing parking garage. Facing northwest into lot 1.



3. Standing in the middle of Lot 1. Facing east.



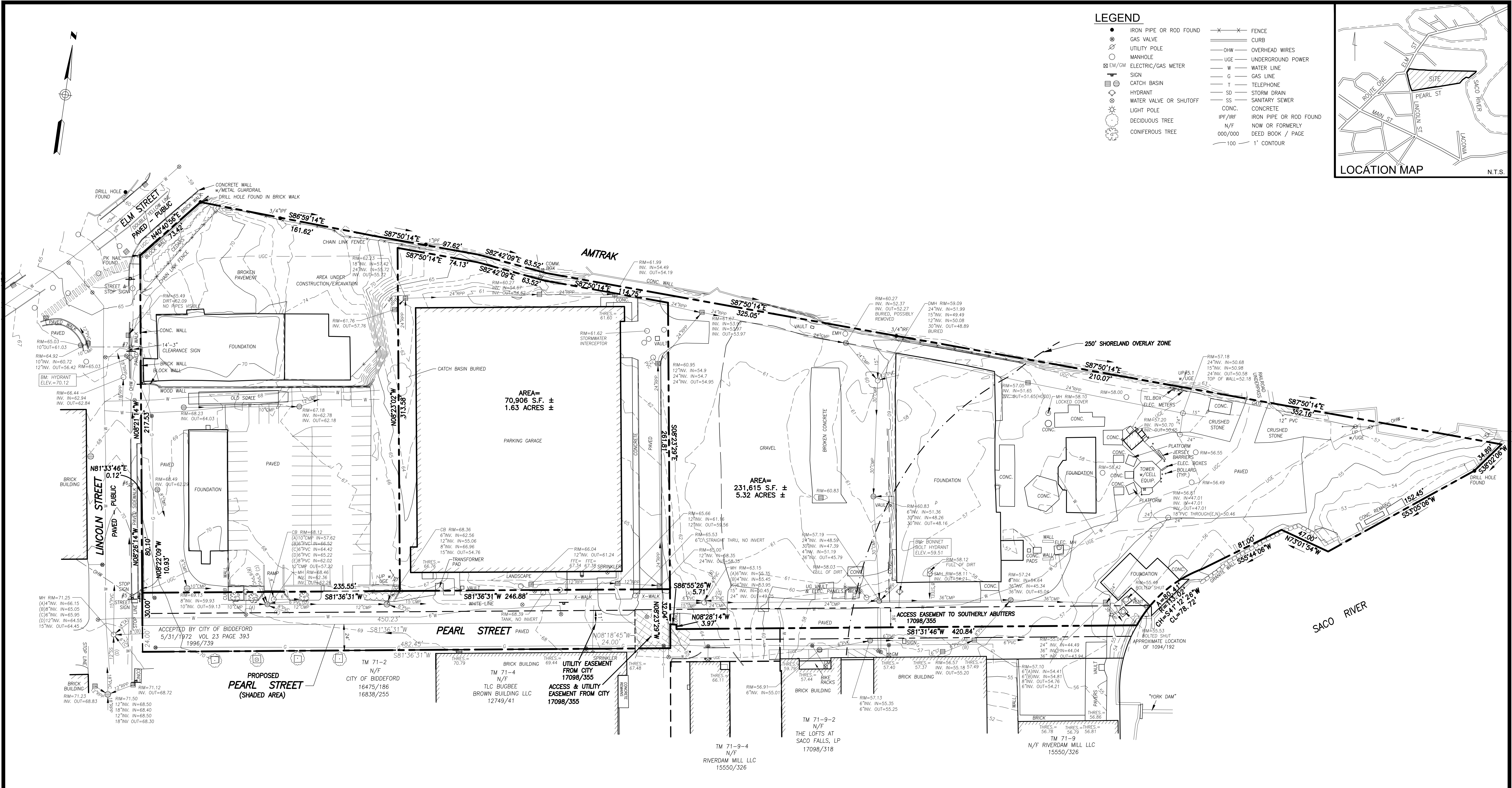
4. Standing in the middle of Lot 1. Facing southeast.



5. Standing in the middle of Lot 1. Facing east toward the existing parking garage.

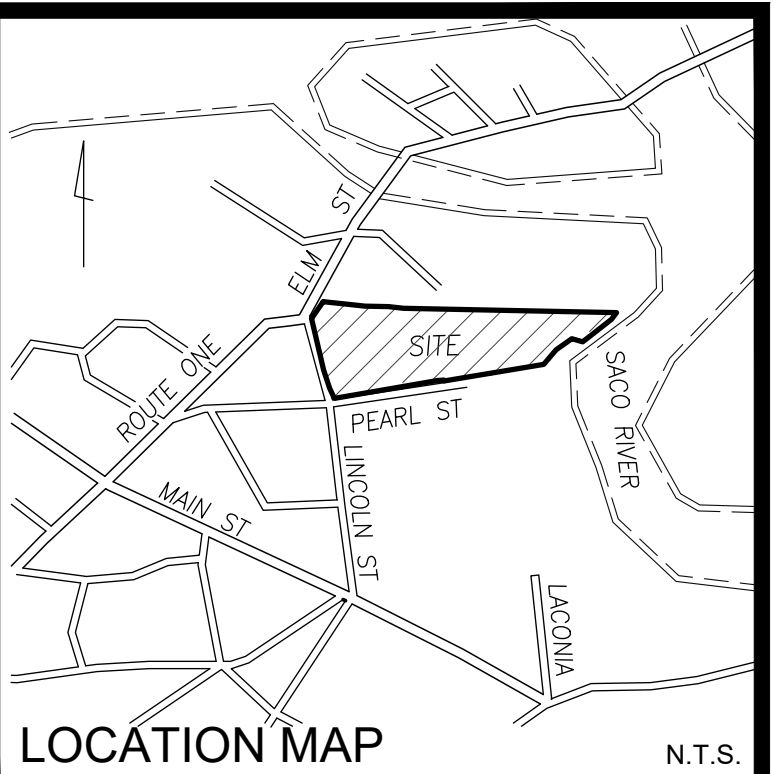


6. Standing in the middle of Lot 1. Facing west.



LEGEND

- IRON PIPE OR ROD FOUND
- ⊙ GAS VALVE
- ⊙ UTILITY POLE
- MANHOLE
- ⊠ EM/GM
- ⊠ SIGN
- ⊠ CATCH BASIN
- ⊠ HYDRANT
- ⊠ WATER VALVE OR SHUTOFF
- ⊠ LIGHT POLE
- ⊠ DECIDUOUS TREE
- ⊠ CONIFEROUS TREE
- FENCE
- CURB
- OHW
- UGE
- W
- G
- T
- SD
- CONC.
- IPF/IRF
- N/F
- 000/000
- 100
- OVERHEAD WIRES
- UNDERGROUND POWER
- WATER LINE
- GAS LINE
- TELEPHONE
- STORM DRAIN
- SANITARY SEWER
- CONCRETE
- IRON PIPE OR ROD FOUND
- NOW OR FORMERLY
- DEED BOOK / PAGE
- 1' CONTOUR



PLAN REFERENCES

- PLAN SHOWING LAND SURVEYED FOR MAINE ENERGY RECOVERY COMPANY BIDDEFORD MAINE BY DOW & COULOMBE, INC. DATED JANUARY 15, 1985 REVISED THROUGH OCT. 4, 1986.
- ALTA/ACSM LAND TITLE SURVEY (URBAN) MADE FOR MAINE ENERGY RECOVERY COMPANY BIDDEFORD, MAINE BY DOW & COULOMBE, INC. DATED MARCH 15, 1996 REVISED THROUGH MAY 14, 2009.
- ALTA/NSPS LAND TITLE SURVEY AT 75 SACO FALLS WAY, BIDDEFORD, MAINE MADE FOR THE LOFTS AT SACO FALLS, LP BY OWEN HASKELL, INC. DATED JULY 30, 2015 REVISED THROUGH 12-20-16.
- EXHIBIT PLAN OF EASEMENT AT 75 SACO FALLS WAY, BIDDEFORD, MAINE MADE FOR THE LOFTS AT SACO FALLS, LP BY OWEN HASKELL, INC. DATED AUGUST 27, 2015 REVISED THROUGH DEC. 20, 2106.
- EXISTING CONDITIONS SURVEY ON PEARL STREET, BIDDEFORD, MAINE MADE FOR MILONE & MCBROOM BY OWEN HASKELL, INC. DATED APRIL 19, 2018.
- LAND DIVISION PLAN ON LINCOLN STREET & PEARL STREET BIDDEFORD, MAINE MADE FOR DESMAN DESIGN MANAGEMENT BY OWEN HASKELL, INC. DATED FEB. 4, 2020.

GENERAL NOTES

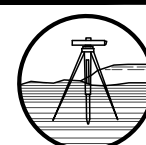
- OWNER OF RECORD: CITY OF BIDDEFORD
TAX MAP 71 LOT 2
Y.C.R.D. BOOK 16838 PAGE 255
Y.C.R.D. BOOK 16475 PAGE 186
- BEARINGS ARE BASED ON MAINE STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83.
- ELEVATIONS ARE BASED ON NAVD 88 DATUM.

UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CALL 1-888-DIGSAFE AT LEAST THREE BUSINESS DAYS BEFORE PERFORMING ANY CONSTRUCTION. DUE TO OSHA CONFINED SPACE REQUIREMENTS, ALL INVERTS AND PIPE SIZES MUST BE VERIFIED PRIOR TO ANY CONSTRUCTION.

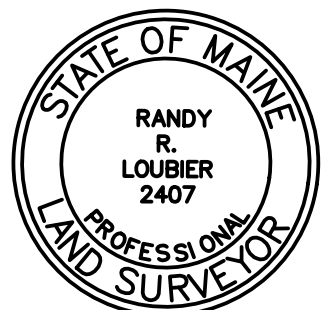
REV.1 9/29/21 REVISED PROPERTY LINE DISTANCE AT NW CORNER

Existing Conditions Survey
On
Pearl Street, Biddeford, Maine
Made for
City of Biddeford
205 Main St. Biddeford, ME 04005

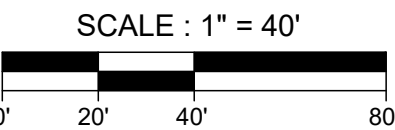


OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS
390 U.S. ROUTE ONE, UNIT 10, FALMOUTH, MAINE 04105

DRAWN BY: RRL/JLW DATE: AUGUST 5, 2021 JOB NO. 2021-168 B-Y
CHECKED BY: RRL SCALE: 1" = 40' DRWG. NO. 1

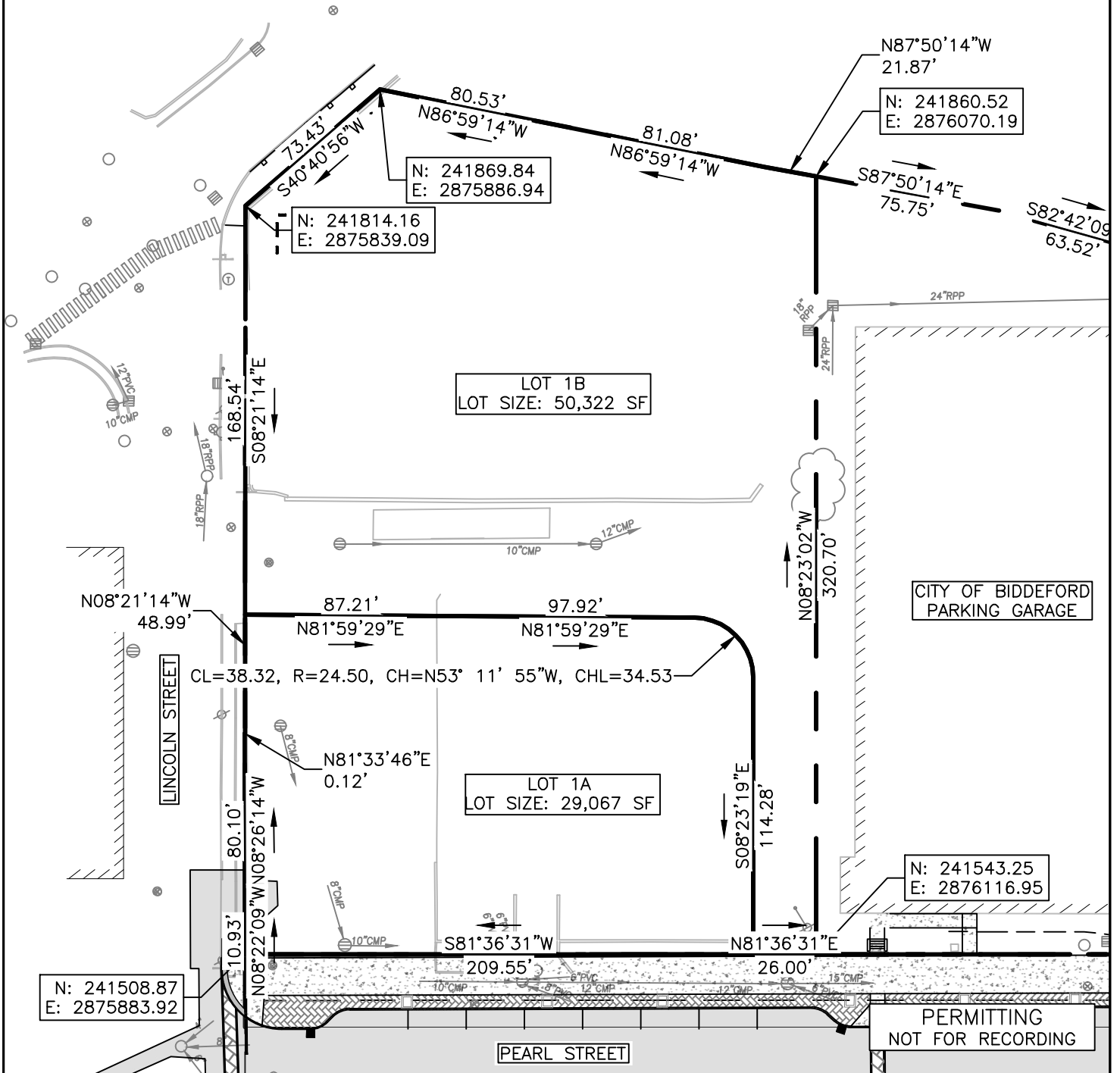


Randy R. Loubier
RANDY R. LOUBIER, PLS #2407



PLAN REFERENCES:

1. PLAN TITLED "BIDDEFORD PARKING GARAGE MERC SITE" PREPARED BY DESMAN DESIGN MANAGEMENT DATED 12/20/2019 AND REVISED 1/14/2020.
2. PLAN TITLED "PEARL STREET RECONSTRUCTION PROJECT" PREPARED BY SEWALL DATED 2/4/2022
3. PLAN TITLED "EXISTING CONDITIONS SURVEY" PREPARED BY OWEN HASKELL, INC. DATED 8/5/2021 & REVISED 9/29/21



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DRAWING NO.

EX

FILE: 1124_CIVIL
DATE: 11/12/20
UN: 1124
SCALE: 1" = 60'
DESIGN BY: PFH
DRAWN BY: ZMS
CHECKED BY: WHS



DRAWING NAME:

LOT 1 EXHIBIT

PROJECT NAME:

LOT 1 REDEVELOPMENT

CLIENT:

3 LINCOLN, LLC
PORTLAND, MAINE

ISSUED FOR	BY
SKETCH	DATE PFH 9/4/24

1. PLAN TITLED "BIDDEFORD PARKING GARAGE MERC SITE" PREPARED BY DESMAN DESIGN MANAGEMENT DATED 12/20/2019 AND REVISED 1/14/2020.
2. PLAN TITLED "PEARL STREET RECONSTRUCTION PROJECT" PREPARED BY SEWALL DATED 2/4/2022
3. PLAN TITLED "EXISTING CONDITIONS SURVEY" PREPARED BY OWEN HASKELL, INC. DATED 8/5/2021 & REVISED 9/29/21

1. OWNER OF RECORD: CITY OF BIDDEFORD
TAX MAP 71 LOT 2
Y.C.R.D. BOOK 16838
Y.C.R.D. BOOK 16475

2. BEARINGS ARE BASED ON MAINE STATE PLANNING SYSTEM, WEST ZONE, NAD 83.

3. ELEVATIONS ARE BASED ON NAVD 88 DATUM

SPACE AND BULK STANDARDS							
ZONE:	REQUIRED (MSRD3)	REQUIRED (WR)	LOT 1A	LOT 1B	LOT 2	LOT 3	LOT 4
MINIMUM LOT SIZE	NONE	NONE (WITHIN EX. STRUCTURES' ONLY)	EX: 5.32 AC PR: 0.67 AC	EX: 5.32 AC PR: 1.16 AC	EX: 1.63 AC PR: 1.45 AC	EX: 5.32 AC PR: 2.08 AC	EX: 5.32 AC PR: 0.98 AC
MINIMUM STREET FRONTAGE	NONE	—	235'	382'	211'	322'	87'
MINIMUM FRONT YARD SETBACK	NONE	—	N/A	N/A	16.5	N/A	N/A
MINIMUM REAR YARD SETBACK	NONE	—	N/A	N/A	17.7	N/A	N/A
MINIMUM SIDE YARD SETBACK	NONE	—	N/A	N/A	4.8	N/A	N/A
MINIMUM BUILDING HEIGHT	MIN. 2 STORIES OR 26 FEET	—	N/A	N/A	45'	N/A	N/A
MINIMUM SHORE FRONTAGE	—	NONE (WITHIN EX. STRUCTURES' ONLY)	N/A	N/A	N/A	N/A	347'
SACO RIVER SETBACK (INCLUDING PARKING AREAS)	—	100' FROM NORMAL HIGH-WATER LINE	N/A	N/A	490'	115.10'	N/A
SACO RIVER NO-CUT ZONE (SRCC)	—	75'	N/A	N/A	N/A	N/A	N/A
MAX LOT COVERAGE	100%	70% WITHIN SHORELAND ZONE	N/A	N/A	73±%	N/A	N/A

[illegible]

3 LINCOLN LLC
PORTLAND, MAINE 04101
CONTACT: JIM BRADY

ACORN ENGINEERING, INC.
500 WASHINGTON AVENUE, SUITE 202
PORTLAND, MAINE 04103
CONTACT: PETER F. HEIL, P.E.

OWEN HASKELL, INC.
390 US ROUTE 1, UNIT 10
FALMOUTH, MAINE 04105
CONTACT: RANDY LOUBIER, P.L.S.

PROPOSED PROPERTY LINE

EXISTING PROPERTY LINE

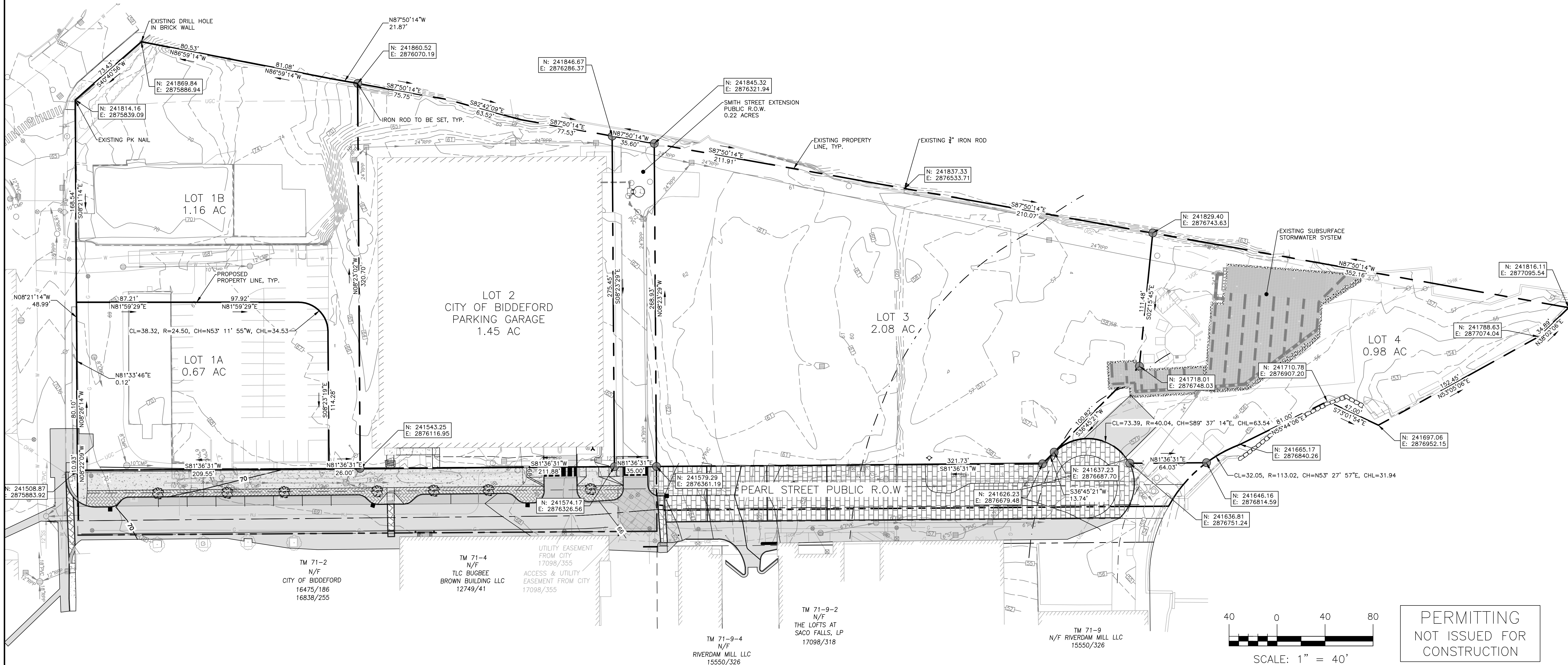
PROPOSED EASEMENT LINE

CURB

IRON ROD TO BE SET

ATTEST: _____
REGISTERED

RANDY R. LOUBIER, MAINE P.L.S. #2407
OWEN HASKELL, INC.

[illegible]

3 LINCOLN, LLC
80 EXCHANGE STREET, SUITE 400, PORTLAND, ME, 04101

DRAWING NAME:

PROJECT NAME/ADDRESS:

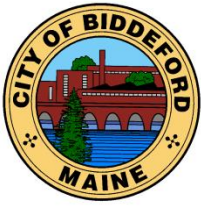
CLIENT/OWNER OF RECORD:

ACORN ENGINEERING, INC. 172, PORTLAND MAINE 04101 (207) 775-2655	THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.
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FILE:	1124_CIVIL
JN:	1124
SCALE:	AS NOTED
DESIGNED BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS

DRAWING NO.

PLAT



CITY OF BIDDEFORD

Planning and Development Department

David C.M. Galbraith
Deputy Director/City Planner
205 Main Street
P.O. Box 586
Biddeford, ME 04005
(207) 284-9115

David.Galbraith@biddefordmaine.org

PLANNING BOARD STAFF REPORT

TO: Chair Patoine and Members of the Biddeford Planning Board

FROM: David C.M. Galbraith, Deputy Director/City Planner

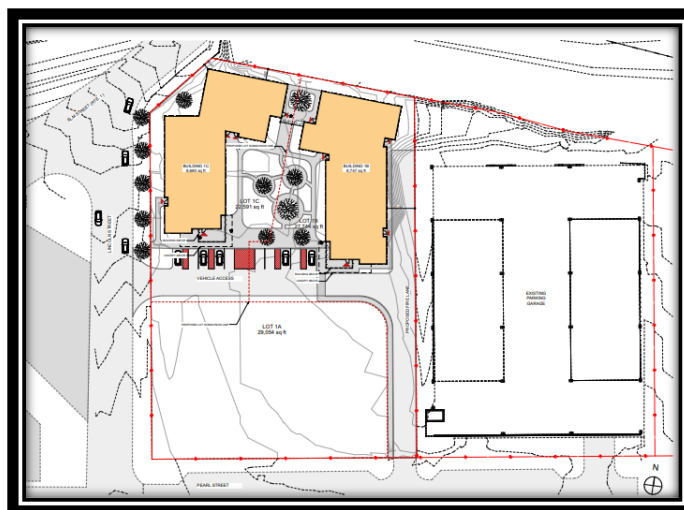
DATE: October 28, 2024

RE: **2024.63 Sketch Site Plan & Subdivision Amendment application submitted by Acorn Engineering for Westbrook Development Corporation & 3 Lincoln, LLC. The property is 15 Pearl Street, Lots 1, 1B & 1C (Tax Map 71, Lot 2) in the MSRD 3 zone. This lot is a portion of the former MERC site.**

MEETING DATE: November 6, 2024 at 6:00 PM

1. INTRODUCTION

Westbrook Development Corporation (WDC) is seeking to redevelop a portion of the former "MERC" site into two lots (1B & 1C) with affordable senior housing on lots 1B & 1C with approximately 45 units each, located at 15 Pearl Street (Tax Map 71, Lot 2). It should be noted that Staff is working with the City's E-911 Addressing Officer regarding the addressing of these properties, and the buildings will be named "The Acadia" and "Quebec Commons" for additional building identification. The subject property is located within the City's MSRD-3 zoning district and is approximately 8.4-acres in area.

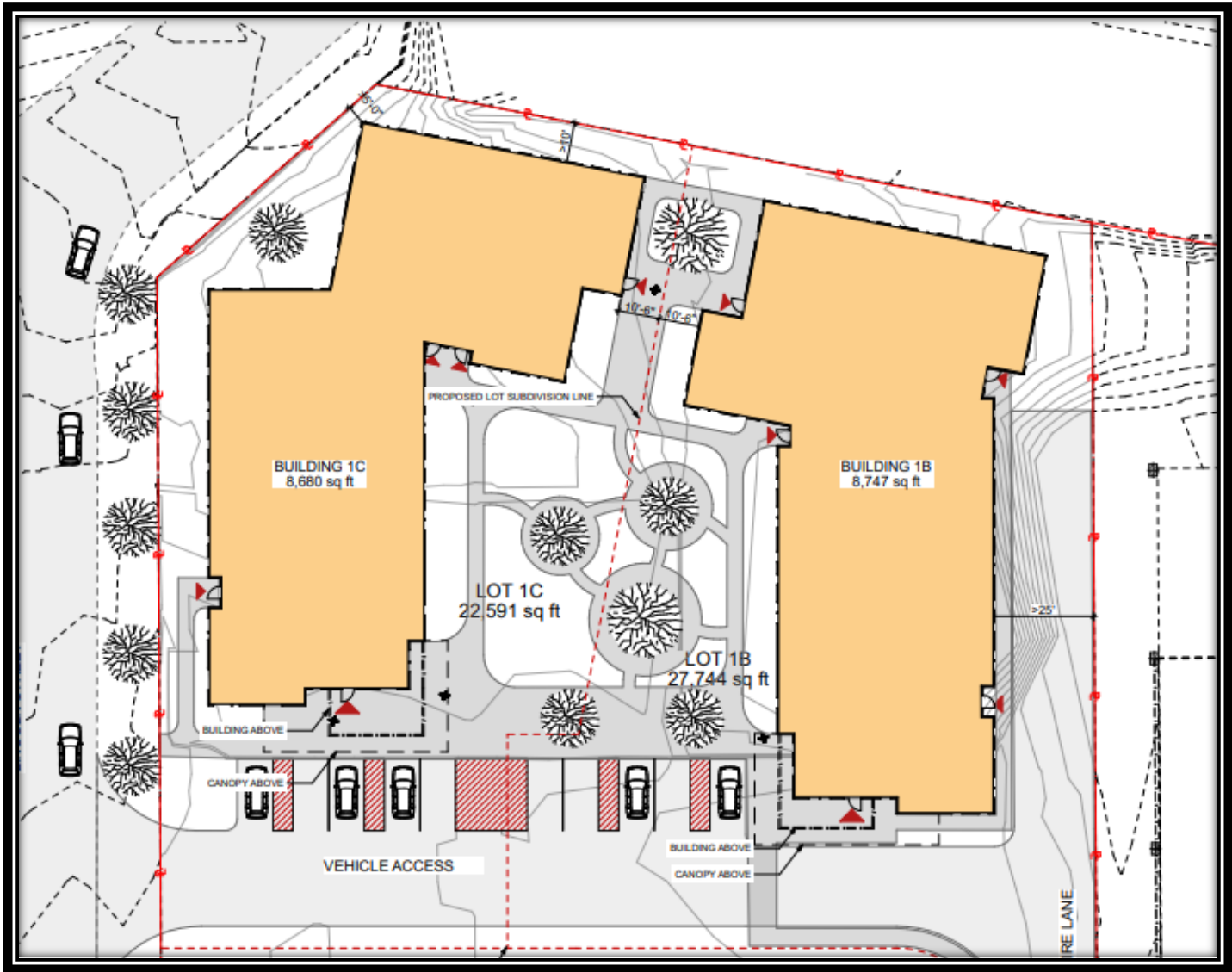


Proposed Development Lots 1B and 1C – 90-unit (total) senior housing

2024.63 Sketch Site Plan & Subdivision Amendment application submitted by Acorn Engineering for Westbrook Development Corporation & 3 Lincoln, LLC. The property is 15 Pearl Street, Lots 1, 1B & 1C (Tax Map 71, Lot 2) in the MSRD 3 zone. This lot is a portion of the former MERC site.

Planning Board Meeting Date: November 6, 2024

As illustrated above, the application includes the division of Lot 1-B into two (2) parcels, namely Lot 1-B (27,744 square feet) and 1-C (22,591 square feet). It should be noted that Lot 1A, being subdivided under separate application, is proposed to remain vacant, at this time, for a future development which will be integrated with the proposed two planned residential buildings. The proposed four-story building on Lot 1B has a building footprint of 8,747 square feet and will contain 45-units +/- . The proposed building on Lot 1C is also a four-story structure, with a footprint of 8,680 square feet and will also contain 45-units+/- . The buildings are being designed as a complex / residential campus and will share a common courtyard. Employee and tenant parking will be provided within the adjacent municipal parking garage, located to the immediate east. Prior to Occupancy Permits being issued for each building, parking spaces, within the municipal parking garage, meeting the City’s required parking standards, shall be provided and the Applicant shall provide the City proof of long-term parking lease agreements.



Dotted redlines indicate the proposed property line between Building 1B and 1C.

2024.63 Sketch Site Plan & Subdivision Amendment application submitted by Acorn Engineering for Westbrook Development Corporation & 3 Lincoln, LLC. The property is 15 Pearl Street, Lots 1, 1B & 1C (Tax Map 71, Lot 2) in the MSRD 3 zone. This lot is a portion of the former MERC site.

Planning Board Meeting Date: November 6, 2024

As illustrated above, “Parcel 1-B” will be divided into two (2) lots which are proposed to be developed by WDC. Although the WDC lots will be situated on their individual lots the site has been designed as a single development sharing access, common space etc. The primary reason for dividing the WDC property into two (2) lots is to more competitively compete in the Maine Housing’s project funding. They note that funding is extremely competitive and there are always more deserving projects than there is funding available. As such, it is not uncommon for projects to need to reapply more than once for Maine Housing funding. Breaking the project into two parts would allow the projects to be approved either independently or together. If one of the projects didn’t get funding, it is likely that it would be eligible for funding the following year.

PROJECT DATA/INFORMATION

1.	Applicant:	Westbrook Development Corporation & 3 Lincoln, LLC
2.	Owner of Property:	City of Biddeford
3.	Agent:	Acorn Engineering PO Box 3372, Portland, ME 04103 390 US Route 1, Unit #10 Falmouth, ME 04105
4.	Engineer:	Acorn Engineering/Owen Haskell
5.	Project Location:	15 Pearl Street
6.	Project Tax Map #/Lot #:	Tax Map 71, Lot 2
7.	Lot Size:	1.155-acres
8.	Base Zoning:	MSRD-3
9.	Overlay Zoning:	N/A
10.	Existing Use:	Vacant
11.	Proposed Use:	90 units of affordable senior housing
12.	Approvals Required:	Preliminary Plan Review Final Plan Review
13.	Uses in the Vicinity:	Mixed Use
14.	Waivers Needed:	a. None
18.	Waivers Granted:	a. None
22.	Other Non-City Permits Required:	
23.	Fees Paid:	No
25.	Planning Board Review History:	Sketch 11-6-24

2. REVIEW PROCESS

Per City ordinance, this application is subject to Site Plan (Land Development Regulations, Article XI) review and approval by the Planning Board.

2024.63 Sketch Site Plan & Subdivision Amendment application submitted by Acorn Engineering for Westbrook Development Corporation & 3 Lincoln, LLC. The property is 15 Pearl Street, Lots 1, 1B & 1C (Tax Map 71, Lot 2) in the MSRD 3 zone. This lot is a portion of the former MERC site.

Planning Board Meeting Date: November 6, 2024

Per City ordinance, this application is subject to Site Plan (Land Development Regulations, Article XI) and Subdivision Review (Chapter § 66-39) which review approval by the Planning Board. This requires the following:

- A. Site Plan and Subdivision Sketch Plan Review;
- B. Site Plan and Subdivision Preliminary Review;
- C. Site Plan and Subdivision Final Review

3. WAIVERS: None requested at this time

4. DEPARTMENTAL REVIEW COMMENTS:

A. Fire Department Comments:

1. Fire Department Connections (FDC) shall be shown on revised plans.
2. Sprinkler rooms shall be clearly identified on revised site and floor plans.
3. All egress doors shall be clearly identified on revised drawings.
4. The Fire Department will need unimpeded vehicle access in the center of the proposed courtyard. This fire access lane shall be designed to accommodate the weight of the City's heaviest emergency equipment. This matter was discussed with the Fire Department prior to plan submittal and was not addressed.
5. The courtyard shall be designed with landscaping, including shade trees, to be situated as to not interfere with emergency access (note ladder truck swing movements).
6. Emergency vehicle templates shall be shown on revised plans, including the courtyard.
7. The Fire Department is requesting a snow removal plan (not on-site snow storage) be submitted with the preliminary application submittal.
8. The Fire Department expressed concerns about apartment access from the rear side (against the railroad tracks) of the two buildings. As this side of the two buildings does not provide vehicle access, emergency responders will need to utilize ladder access. Therefore, this area should be flat and emergency access coordinated with the Fire Department.
9. Fire hydrant locations shall be shown on revised plans.

B. Engineering Comments:

1. Grading plans, with elevation contour markings, shall be submitted.

2024.63 Sketch Site Plan & Subdivision Amendment application submitted by Acorn Engineering for Westbrook Development Corporation & 3 Lincoln, LLC. The property is 15 Pearl Street, Lots 1, 1B & 1C (Tax Map 71, Lot 2) in the MSRD 3 zone. This lot is a portion of the former MERC site.

Planning Board Meeting Date: November 6, 2024

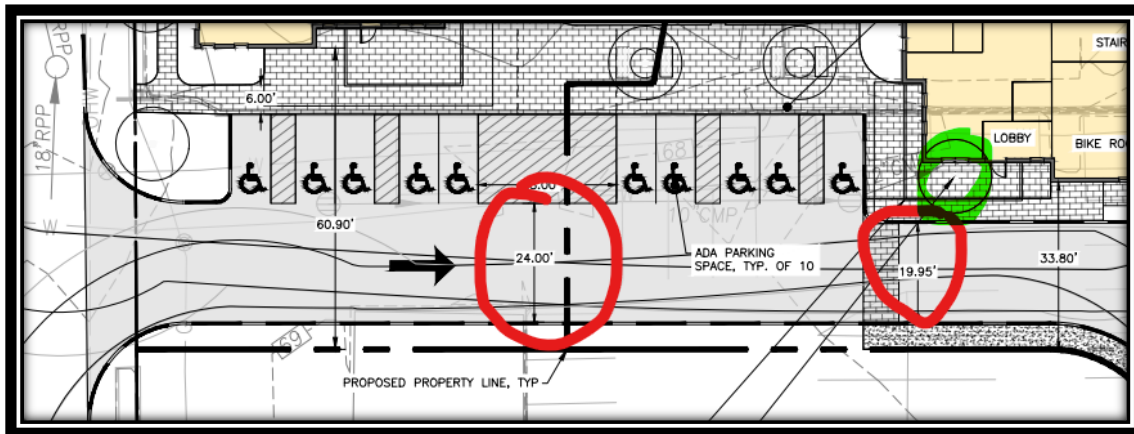
2. A stormwater management Plan Shall be submitted for Staff review.
3. A site utility plan shall be submitted.
4. Wastewater demands and calculations shall be submitted.
5. The preliminary Plan shall illustrate all proposed retaining wall locations including fully dimensioned construction details.

C. Planning Department Comments:

1. Refuse and recycling enclosures shall be shown on revised site plans. If refuse and recycling is proposed to be stored within the building, floor plans shall reflect the locations and shall provide a narrative of how and where waste / recycling is proposed to be managed. Turning templates for refuse vehicles shall be shown on revised plans.
2. Lincoln Street Improvements: Improvements along Lincoln Street shall include pedestrian sidewalks, street streets and street lighting like the treatments along Pearl Street
3. Street trees and foundation plantings shall be provided along Lincoln Street. Formal Landscape Plans shall be submitted with the preliminary submittal application.
4. Courtyard plans shall be revised to incorporate Fire Department comments, while creating an attractive pedestrian congregation area.
5. Grading plans shall be provided and shall illustrate any proposed retaining walls.
6. Cross access agreements shall be provided between lots 1A, 1B & 1C.
7. The application shall be reviewed and approved by the Saco River Corridor Commission (SRCC).
8. The primary drive aisle (proposed as "one-way") narrows from 24' in width to 19.95' (see two areas circled in red), shown below. As discussed with the Fire Department, the drive aisle should be a minimum of 20' in width.

2024.63 Sketch Site Plan & Subdivision Amendment application submitted by Acorn Engineering for Westbrook Development Corporation & 3 Lincoln, LLC. The property is 15 Pearl Street, Lots 1, 1B & 1C (Tax Map 71, Lot 2) in the MSRD 3 zone. This lot is a portion of the former MERC site.

Planning Board Meeting Date: November 6, 2024

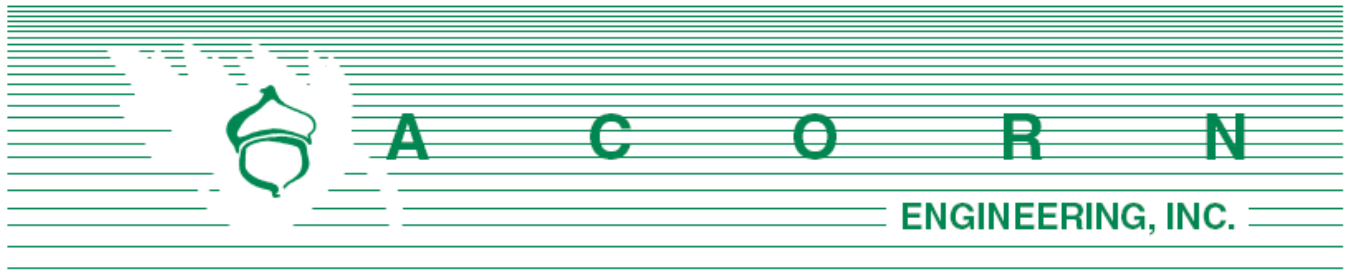


Primary Drive Aisle – undersized driveway width and tree conflict

9. A street tree is shown under the proposed building canopy on Lot 1C. This tree should be removed from revised plans (see above drive aisle plan – tree shown in green).
10. Traffic generation numbers for the proposed 90-unit residential development shall be submitted with the preliminary application. These traffic numbers should also include traffic count numbers for the approved development of Lot 3 as outlined in the December 7, 2022, memorandum from Thomas Errico, PE, Senior Associate at T.Y. Lin International, to the City. The approval of this project remains valid through February 16, 2025.
11. Delivery Vehicles: The Preliminary Application shall include a narrative regarding delivery vehicles (number, vehicle type / sizes), which explains how and where deliveries to the property will be made. Delivery vehicles may not block the proposed primary (east/west) drive aisle.
12. The preliminary application shall include notification to Maine Tribes / Nations of the proposed development and responses received.

5. STAFF RECOMMENDATION

This application is for a Sketch Plan review and a formal vote by the Board is not required. The Planning Board should provide the applicant with feedback on the project and note any items needed for their Preliminary Application.



Planning Board & Planning Department
Attn: Mr. David Galbraith
City of Biddeford, Maine
205 Main Street
Biddeford, ME 04005

September 11, 2024

Subject: Sketch Plan Application
Redevelopment of Pearl Street, Lot 1B & 1C, Biddeford

Members of the Board & Mr. Galbraith:

On behalf of West Development Corporation (WDC) & 3 Lincoln, LLC, we are pleased to submit the accompanying package of Sketch Plan and Conceptual Subdivision submission materials related to the proposed redevelopment 3 Lincoln Street, (Pearl Street Lot 1) in Biddeford, Maine. The parcel is mapped as Map: 71, Block 2, and is in the Main Street Revitalization District – High Density / Mixed-Use (MSRD-3). Westbrook Development Corporation has an agreement to purchase a portion of the existing Lot 1 from 3 Lincoln, LLC, referred to as Lot 1B at the corner of Lincoln Street and Elm Street, and adjacent to the railroad tracks. As part of this project, we understand Lot 1B would be further subdivided into two (2) smaller lots (Lot 1B and Lot 1C), each supporting a proposed affordable senior housing building. The project proposes to construct two (2) affordable senior housing buildings, anticipated to include approximately (90) total residential units.

Overall, this project aims to provide affordable housing to a much-needed housing stock and build on the developing culture of Pearl Street. The site will be enhanced by continuing the redeveloped of the old MERC facility and increasing the green space in the urban downtown core. The team's vision for this site is to foster a community-based space for living near the scenic river and provide amenities of living within a walkable neighborhood. One of many redevelopments within the Mill district, this project will further increase the activity within the City's flourishing downtown.

We would respectfully request the Sketch Plan Application be placed on the next available Planning Board meeting. If you have any questions regarding these materials or the completeness of the application materials, please do not hesitate to contact us.

Sincerely,


William H. Savage, P.E.
Principal
Acorn Engineering, Inc.


Peter Heil P.E.
Project Manager
Acorn Engineering, Inc.

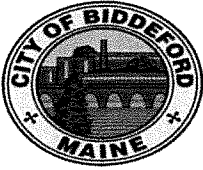
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<u>SECTION</u>	<u>TITLE</u>
1.	RIGHT, TITLE, OR INTEREST
2.	MASTER PLAN DEVELOPMENT AGREEMENT
3.	COUNCIL MEMO
4.	PHOTOGRAPHS

LIST OF DRAWINGS

SURVEY	EXISTING CONDITIONS SURVEY – BY OWEN HASKELL, INC.
C-10	SITE PLAN
EX	LOT 1 EXHIBIT
ARCH	SITE PLAN
ARCH	GROUND LEVEL FLOOR PLANS
ARCH	LEVEL 2 FLOOR PLANS
ARCH	LEVEL 3 FLOOR PLANS
ARCH	LEVEL 4 FLOOR PLANS



**City of Biddeford – Planning Department****Planning Board Application**

P.O. Box 586, 205 Main Street Biddeford, Maine 04005

207-284-9115

Type of Application:☐ Shoreland Zoning Permit☒ Sketch Plan Review☐ Extraction☐ Conditional Use Permit☒ Subdivision Sketch Plan☐ Private Way☐ Other: _____**Applicant Information:**Name: Westbrook Development Corporation / 3 Lincoln LLCMailing Address: 30 Liza Harmon Drive, Westbrook, ME 04092 / 80 Exchange Street, Suite 400, Portland, Maine 04101Telephone: (207) 956-1575 / (207) 317-2818Email: tnorod@westbrookdevelopmentcorp.org / mthorman@fathomcompanies.com

What is your legal interest in the property?

☐ Owner☐ Potential Buyer with Contract☒ Lease/Rental Agreement**Owner's Information:**Name: City of BiddefordMailing Address: 205 Main Street, Biddeford, Maine 04005Telephone: 207-571-0700

Email: _____

Agent's Information:Name: Acorn Engineering Inc.Mailing Address: PO Box 3372, Portland, Maine 04103Telephone: (207) 775-2655Email: Pheil@acorn-engineering.com**Engineer/Surveyor's Information:**Name: Acorn Engineering Inc. / Owen HaskellMailing Address: See above / 390 U.S. Rt 1. Unit #10 Falmouth, ME, 04105Telephone: See above / 207-774-0424Email: See Above / rloubier@owenhaskell.com**Project Location and Lot Information:**Street Address: 3 Lincoln Street Drainage Watershed: Saco RiverTax Map: 71Lot: 2Current Zoning: MSRD-3

Shoreland Zoning: _____

Size of Lot: 1.82 (Lot 1) ☒ acres () s.f. Lot Frontage: 26' (Pearl) & 242' (Lincoln)Existing Use of Property: Lot 1 is currently undeveloped (previously portions of the old MERC facility)**Property currently serviced by:**☒ City Road☒ Public Sewer☒ Public Water☐ Public Trash☐ Private Road ☐ Septic System☐ Private Well☒ Private Hauler**Slope Conditions in Area of Construction (if applicable):**☒ Flat (0-3% slope) ☒ Rolling (3-8% slope) ☐ Hilly (8-15% slope) ☒ Steep (15%+ Slope)Are there any wetlands or waterbodies on the site? ☐ (Yes) ☒ (No) if yes attach informationIs the project within the 100-year floodplain? ☐ (Yes) ☒ (No) if yes attach informationDo you plan to bring fill onto the lot? ☐ (Yes) ☒ (No) If yes attach information

Description of proposed use of property:

Project/Proposed Use:

The project proposes to subdivide Lot 1B into two (2) smaller lots (Lot 1B and Lot 1C), and construct two affordable senior housing buildings anticipated to include approximately 90 residential units (45 units in each building).

Property to be Serviced by:

☒ City Road ☒ Public Sewer ☒ Public Water ☐ Public Trash
☐ Private Road ☐ Septic System ☐ Private Well ☒ Private Hauler

Limits of Disturbance: TBD () acres () s.f.

Net change in impervious cover: TBD () acres () s.f.

Is this project part of a larger project? ☐ (Yes) ☒ (No)

Is the project proposing a new Private or Public Road? ☐ (Yes, Private) ☐ (Yes, Public) ☐ (No)

Is this project within the Urbanized Area/MS4 (*see City Drainage Map*) ☐ (Yes) ☐ (No)

Is the project proposing any Stormwater facilities/BMPs? ☐ (Yes) ☐ (No)

Will a Traffic Movement Permit (TMP) be required?: ☐ (Yes) ☐ (No)

☐ **If in a Shoreland Zone:**

Percent of residential lot coverage (Max 20%): _____

Percent of structure expansion (Max 30%): _____

☒ **If Subdivision Review, number of lots proposed:** 2 Lots (90 Units)

☐ **If a Private Way is proposed, number of lots served:** _____

If Site Plan Review, you must provide the following information:

Total new square feet footprint of structure: 18,475 sf

Total new square feet paving/parking: 13,500 sf

Waiver Requests (attach details):

1. _____
2. _____
3. _____
4. _____
5. _____

Required Submittal Attachments:

- A. Letters of Approval
 - ☐ Fire Department – Contact Chief or Deputy Chief – 282-9986
 - ☐ Ability to Serve for Water Service – Maine Water – 282-1543
 - ☐ Ability to Serve for Sewer Service – Engineering Department – Tom Milligan 284-9118
 - ☐ Police Department – e-911 Road Name Designation – Contact Joanne Fisk 282-5127
- B. Letter to Planning Board describing project, Waiver requests, proposed improvements, addressing permit requirements, etc.
- C. Photographs of Site.
- D. Architectural renderings/drawings of proposed buildings, as required.
- E. Engineering Plans, as required.
- F. Stormwater Management Report, as required.

Fees (Due at time of Submission):

- \$75 Nonrefundable Administration Fee is required for every application.
- Refer to “Attachment A Fees and Charges” of the Land Development Regulations for more information. Consult with Planning Staff if you have questions.

Required Signatures:

By signing this application, as the foresaid applicant or authorized agent:

- I certify that I have read and completely understand the application;
- I certify that the information contained in this application and its attachments are true and correct;
- I understand that all information provided on this form and all other documents submitted as part of my proposal is a matter of public record;
- I understand that copies of this information may be supplied upon request to an interested party.
- I understand that additional funds may be required through the course of the review for special studies, legal review costs, and/or engineering review.
- I understand that by submitting an application I am not guaranteed a place on any particular agenda. I further understand that the City Planner will place me on an agenda for review when the application is deemed substantially complete.

Will the proposed project cause 1 acre or more of site disturbance?: __ (Yes) __ (No)

- If Yes, applicant is responsible for any required Maine Construction General Permits and shall comply with the requirements of DEP Chapter 500 Stormwater Regulations, as they apply.

Signature of Applicant:



Date

9/6/2024

Signature of Property Owner:



Date

9/6/2024

DIGITAL SUBMITTAL REQUIREMENTS FOR ALL SUBMITTALS:

- A) PDF OF SIGNED APPLICATION
- B) PDFs OF ALL DRAWING SETS AND OTHER REQUIRED SUBMITTAL ATTACHMENTS NOTED ABOVE

HARD-COPY SUBMITTAL REQUIREMENTS FOR PLANNING BOARD APPLICATIONS:

- A) SEVEN (7) FULL-SIZE PAPER COPIES OF DRAWING SETS

DIGITAL SUBMITTAL REQUIREMENTS FOR FINAL APPROVAL:

- A) INDIVIDUALLY NAMED PDFs OF EACH DRAWING (NOT A COMBINED PDF SET)
 - Individual Drawing PDF Naming Format: 'PROJECT/SHEETSET NAME_INDIVIDUAL DRAWING NAME.pdf'
- B) PDF COPIES OF ALL PERMIT APPROVALS, APPLICATIONS, REPORTS, NARRATIVES, LETTERS, ETC.
- C) FINAL CAD REFERENCE FILES IN DWG FORMAT (SURVEY & PROPOSED DESIGN LINEWORK)
 - All drawings & CAD reference files must be to-scale and within the following coordinate systems:
 - MAINE STATE PLANE WEST NAD83 (Horizontal Datum) & NAVD88 (Vertical Datum)

HARD-COPY SUBMITTAL REQUIREMENTS FOR FINAL APPROVAL:

- A) THREE (3) FULL-SIZE PAPER COPIES OF INDIVIDUAL DRAWINGS REQUIRING BOARD SIGNATURE
- B) ONE (1) FULL-SIZE PAPER COPY OF ENTIRE DRAWING SET FOR ENGINEERING RECORDS

PLEASE CONFIRM WITH PLANNING STAFF FOR CLARIFICATION

Right Title Interest

Please see attached for the Master Plan Development Agreement between 3 Lincoln, LLC and the City of Biddeford



Master Plan Development Agreement

This Master Plan Development Agreement (this “Agreement”) dated November 17, 2020 (“Effective Date”), is executed between 3 Lincoln, LLC, a Maine limited liability company (the “Developer”), having an address at P.O. Box 7486, Portland, Maine 04112 and the City of Biddeford, Maine, a Maine municipal corporation and body politic with offices at 205 Main Street, Biddeford, Maine (the “City”). The Developer and the City are collectively referred to as the “Parties.”

RECITALS

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

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

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

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

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

AGREEMENT

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

ARTICLE I

GENERAL TERMS & COMMITMENTS

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

1.2 Description of the Project. The Project consists of the planning, permitting, and development of the Site, including coordination of the development by the City of a municipal parking garage (the “Municipal Parking Garage”) on the portion of the Site shown on Exhibit A as the site for those improvements (“Garage Site”) and the development of buildings adjacent to the Municipal Parking Garage generally located on the east and west sides of that structure on the development sites shown on Exhibit A (collectively the “Development Sites”) as commercial, residential, academic, hospitality, retail or other uses (collectively the “Adjacent Buildings”). The Parties shall progress through each stage of the Project, consistent with Section 1.3 below, giving due consideration to Site conditions, financial feasibility, and other commercially reasonable development considerations. The Parties expressly acknowledge the need to provide reasonable flexibility to the Developer to enable the Developer to respond to changing market conditions and intend that the scope of the Project be interpreted and adjusted by the City and the Developer in a manner that will promote, and not hinder, a commercially reasonable and economically viable redevelopment of the Site. Without limitation of the foregoing, as of the date of the Agreement, the Project and its various elements are envisioned to be generally consistent with the Camoin Study. In the course of modifying and refining these initial plans throughout the development process, the Developer will seek to incorporate a mixture of residential, retail, office, hospitality, education and service uses with the adjacent Municipal Parking Garage, park area, street system, the RiverWalk and other amenities intended to foster the creation of an economically vibrant, urban style mixed use destination, generally as contemplated by the Camoin Study and in accordance with the principles enumerated in Section 3.1 of this Agreement.

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

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

1.3.2 Within three (3) months following the Start Date, the Developer shall prepare (or have prepared) and present to the City a concept plan for the development of each of the Development Sites (the “Preliminary Concept Plan”). In the event that the City determines that the Preliminary Concept Plan is not suitable, and the City and the Developer are unable to

agree to revisions to the Preliminary Concept Plan that make such plan suitable to the City, the City shall be permitted to terminate this Agreement in accordance with Article VI; provided, that in the event that the City terminates this Agreement pursuant to this Section 1.3.2, the City shall reimburse the Developer for all costs and expenses incurred prior to the date of termination, plus twenty percent (20%) to partially compensate the Developer for its time and effort.

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

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

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

1.3.6 The milestone dates set forth in Sections 1.3.2, 1.3.3 and 1.3.4 shall be extended in the event the Municipal Parking Garage has not achieved the same milestone as specified in each Section for the Project. The extension of the applicable milestone shall be coterminous with the date the Municipal Parking Garage achieves its corresponding milestone, in order to assure that the pace of development of the Project does not proceed at a substantially

more rapid rate than the development of the Municipal Parking Garage, which is an critical element in the Developer's ability to successfully develop the Project.

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

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

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

ARTICLE II PURCHASE OPTION

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

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

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

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

2.2.3 Exercise of Option: Upon satisfaction of the Condition of Exercise described in Section 2.2.4 below, the Option may be exercised by the Developer by the transmittal of a signed written notice of the Developer's exercise of the Option ("Notice of Exercise"), and specifying the date, time and place for closing on the purchase of the Subject Property, which shall not be later than ninety (90) days following the date of the Notice of Exercise ("Closing Date"). The Developer shall have the right to exercise the Option with respect to either or both Subject Properties, and if exercised for one of the Subject Properties the Option shall continue in force for the other Subject Property for the remainder of the Option Term. If the Developer exercises the Option separately, the purchase price for the first property shall be Seven Hundred Thousand Dollars (\$700,000) and the purchase price for the second property shall be Seven Hundred Thousand Dollars (\$700,000) for a combined purchase price of One Million Four Hundred Thousand Dollars (\$1,400,000).

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

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

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

(b) The Developer shall pay the Purchase Price by wire transfer to an account specified by the City, as increased or decreased by applicable prorations and adjustments, including (i) all real and personal property taxes and similar ad valorem obligations levied with respect to the Subject Property for a taxable period that includes (but does not end on) the Closing Date based on the number of days of such taxable period included in the period ending with and including the Closing Date, (ii) any and all other income and expenses items that relate to the Subject Property that are incurred during a period beginning before the Closing Date and ending after the Closing Date, including but not limited to (i) water, sewer, electricity, gas, oil, telephone and other utility expenses, and (ii) payments under any contracts or agreements related to the Subject Property that Developer agrees to accept an assignment (collectively, the “Prorations”). The Prorations shall be apportioned as of the Closing Date such that the City shall be liable for that portion of such Prorations relating to, or arising in respect of, periods through and including the Closing Date and Developer shall be liable for (and shall reimburse the City to the extent City shall have paid) that portion of such expense items relating to, or arising in respect to, periods after the Closing Date.

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

ARTICLE III RESPONSIBILITIES OF PARTIES

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

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

3.1.1 Perform its obligations pursuant to Article I hereof.

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

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

- a. Site use plans that incorporate urban mixed use principles;

b. Transit and pedestrian orientation with existing or future facilities in the Mill District;

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

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

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

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

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

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

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

Completion. In the event that any such remediation is necessary, the City will provide to Developer, on or before the Closing Date for each Subject Property, evidence of the required remediation in form reasonably acceptable to Developer and any financial institutions financing the Municipal Parking Garage and Adjacent Buildings, including the environmental clearances listed on Exhibit C hereto.

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

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

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

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

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

3.3 Joint Party Responsibilities.

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

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

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

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

ARTICLE IV LIMIT OF LIABILITY

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

ARTICLE V

INDEMNIFICATION

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

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

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

ARTICLE VI

DEFAULT AND REMEDIES

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

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

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

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

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

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

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

ARTICLE VII REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

ARTICLE VIII FORCE MAJEURE

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

ARTICLE IX
MISCELLANEOUS

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

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

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

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

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

9.6 Integration. This Agreement encompasses the entire Agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written. The Parties hereby acknowledge and represent, by affixing their hands and seals hereto, that the Parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other Party or any other person or entity whatsoever, prior to the execution of this Agreement. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a Party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of the Party's right to remedies associated with the gross negligence, willful misconduct or fraud of

any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

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

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

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

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

City	City of Biddeford c/o James A. Bennett, (or the then current) City Manager P.O. Box 586 205 Main Street Biddeford, Maine 04005
With a copy to	Keith R. Jacques, Esq. Woodman Edmands Danylik Austin Smith & Jacques, P.A. P.O. Box 468 234 Main Street Biddeford, Maine 04005
Developer	3 Lincoln LLC

c/o James H. Brady, manager
P.O. Box 7486
Portland, ME 04112-7486

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

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

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

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

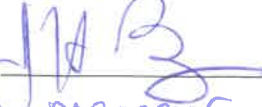
9.14 Mediation/Arbitration. The Parties hereto agree that prior to filing litigation they will consider alternative dispute resolution techniques such as mediation and arbitration to resolve all claims, counterclaims, disputes and other matters in question between the Parties arising out of this Agreement.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of this
17 day of Nov, 2020.


Witness Jonathan Benoit

DEVELOPER:
3 Lincoln, LLC

By: 
Its: manager

CITY OF BIDDEFORD

Witness

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

City of Biddeford, Maine

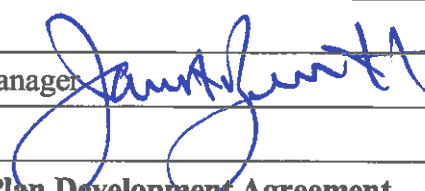


The Office of
City Manager

James A. Bennett

Email: jbennett@biddefordmaine.org

MEMORANDUM

TO:	BE Fidler LLC
FROM:	James A. Bennett, City Manager 
DATE:	December 19, 2019
RE:	Clarification to Master Plan Development Agreement

This memo issued to clarify .section 1.3.6 of the Master Plan Development agreement. That section contemplates that milestone dates within the agreement shall be extended if the parking garage was unable to meet its milestone. This section shall be broadly interpreted to include any delays that might occur that are a result of any infrastructure design, approval or construction required to serve the parking garage, including, but not limited to:

- Pearl Street Road Design and Construction;
- Pearl Street Utilities Design and Construction, including water and sewer improvements;
or
- Pearl Street Pedestrian and Landscape design and construction, including direct links to the Riverwalk.

Finally, nothing within the agreement, nor within this memo prohibits the parties to mutually extend any deadline contained within the agreement. Any extension shall be done in writing.

Exhibit A
Site Plan

[insert Site Plan]

1. CITY OF BIDDEFORD TO PROVIDE UNDERGROUND UTILITY SERVICE STUBS TO LOTS 1 & 3 WITH ADEQUATE CAPACITY, INCLUDING, BUT NOT LIMITED TO:
 - a. WATER (MINIMUM 4" DOMESTIC & MINIMUM 8" FIRE SUPPRESSION)
 - b. SANITARY SEWER (LOT 1: MIN 8" GRAVITY; LOT 3: FORCEMAIN PER SEWALL PLANS.)
 - c. GAS
 - d. ELECTRIC (MINIMUM AS SPECIFIED BY "ELECTRICAL LOADING" CALCULATIONS, PREPARED BY MEGA ENGINEERING, LLC, DATED 12/17/2019.)
 - e. TELEPHONE/COMMUNICATIONS/FIBER
 - f. STORMWATER
2. NO OVERHEAD INFRASTRUCTURE ON LINCOLN OR PEARL STREET.
3. NO PERMANENT STOCKPILE OF MATERIAL, FILL MATERIAL PLACED, DEBRIS, WASTE, CONTAMINATED MATERIAL OR PERMANENT IMPROVEMENTS ON LOTS 1 & 3. LOTS 1 & 3 GRADING AND DRAINAGE SHALL MATCH APPROVED GRADES PER PLAN REFERENCE #2.
4. LINCOLN AND PEARL STREET AT A MINIMUM MUST REMAIN OPEN TO ONE-WAY TRAFFIC. (EXCLUDING TEMPORARY CLOSURES.)
5. LOTS 1 & 3 ARE TO HAVE PERMISSION TO CONNECT TO THE STORMWATER INFRASTRUCTURE LOTS ON LOTS 2 & 4 AND WITHIN THE PROPOSED SMITH STREET EXTENSION PUBLIC ROW AS NECESSARY TO CONNECT TO THE SHARED STORMWATER SYSTEM.
6. SHARED STORMWATER SYSTEM TO REMAIN ON LOT 4 AND ALLOWS FOR UP TO 100% IMPERVIOUS COVERAGE ON LOTS 1 & 3.

1. "PEARL STREET RECONSTRUCTION PROJECT" PLAN SET, PREPARED BY SEWALL, DATED OCTOBER 14, 2020.
2. "BIDDEFORD PARKING GARAGE, MERC SITE" PLAN SET, PREPARED BY DESMAN, DATED SEPTEMBER 18, 2020.
3. EXISTING CONDITIONS SURVEY" PREPARED BY OWEN HASKELL, INC., DATED APRIL 19, 2018.
4. "GEOMEMBRANE RECORD DRAWING" PREPARED BY SUMMIT ENVIRONMENTAL CONSULTANTS, INC., DATED JANUARY 8, 2015

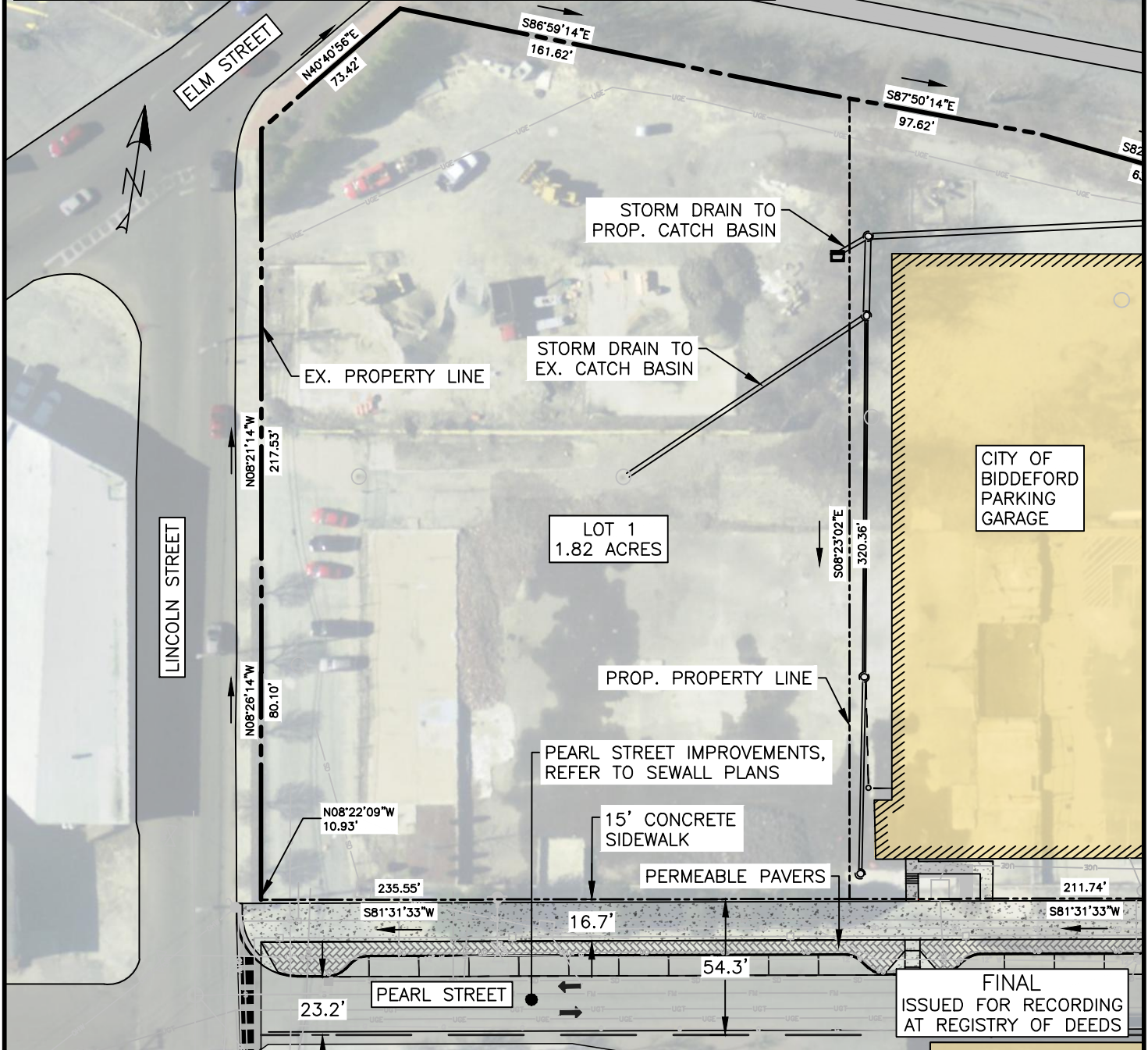


NOTES:

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THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

DRAWING NO.
EX-A1

ALSO REFER TO EX-A & EX-A2

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DATE: 11/12/20
UN: 1124
SCALE: 1" = 60'
DESIGN BY: PFF
DRAWN BY: ZMS
CHECKED BY: WHS

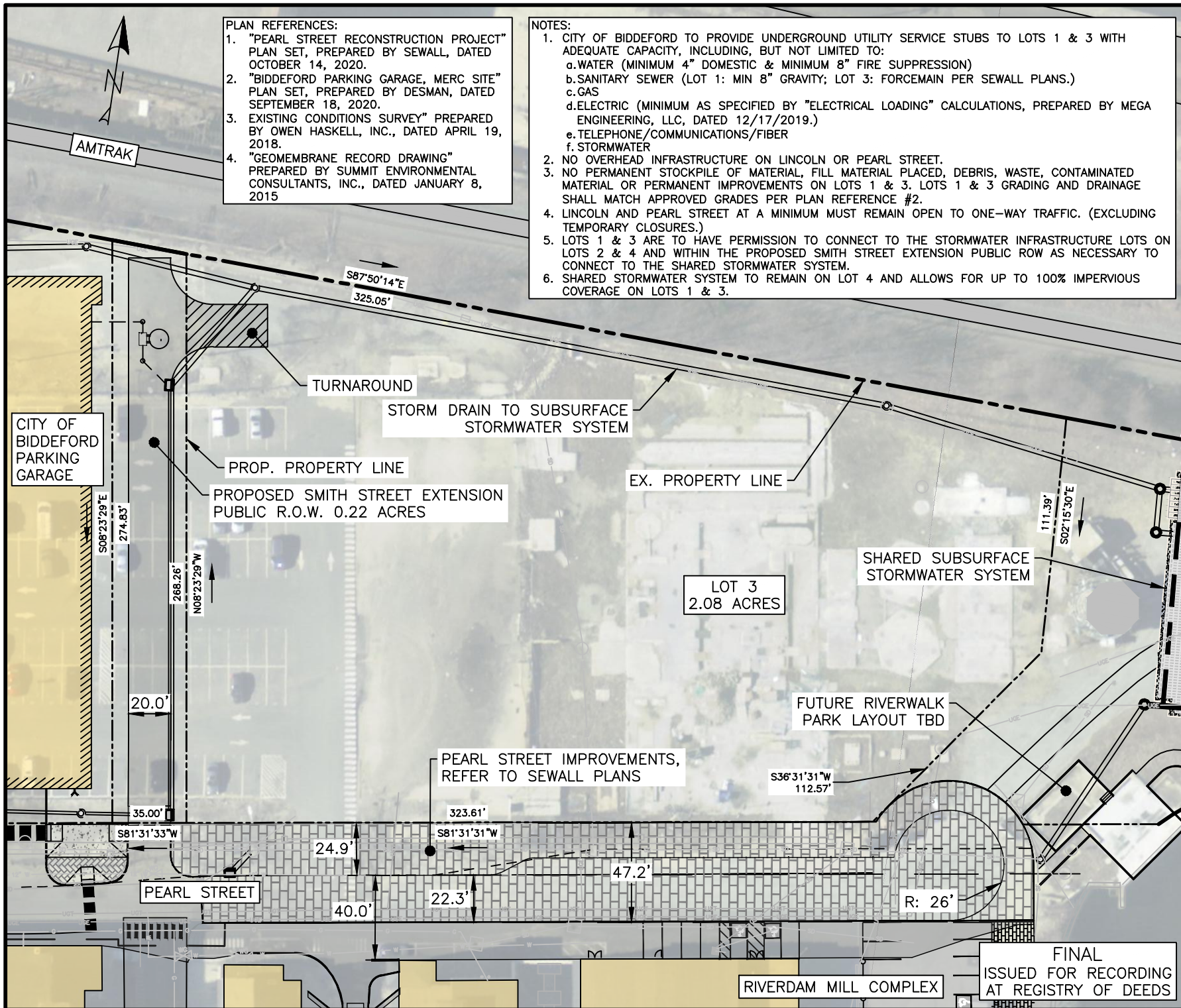


DRAWING NAME:
LOT 1 EXHIBIT

PROJECT NAME:
PEARL STREET &
MERC REDEVELOPMENT

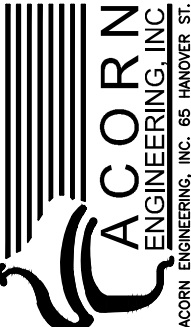
CLIENT:
FATHOM/BE FITLER, LLC
BIDDEFORD, MAINE

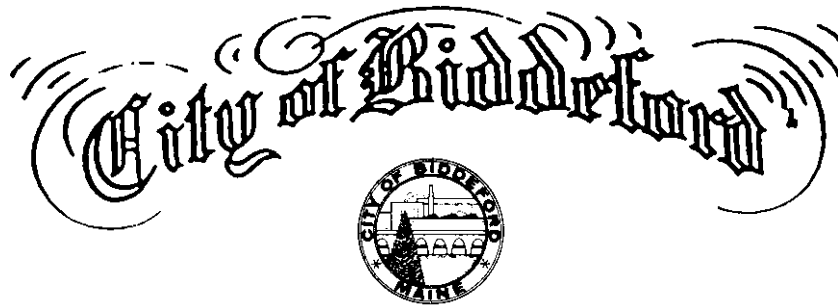
ISSUED FOR	BY DATE PFF
JDA EXHIBIT	11/12/20



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 6. SHARED STORMWATER SYSTEM TO REMAIN ON LOT 4 AND ALLOWS FOR UP TO 100% IMPERVIOUS COVERAGE ON LOTS 1 & 3.

ISSUED FOR	BY
JDA EXHIBIT	DATE
	11/12/20
DRAWING NAME: LOT 3 EXHIBIT	
PROJECT NAME: PEARL STREET & MERC REDEVELOPMENT	
CLIENT: FATHOM/BE FITLER, LLC BIDDEFORD, MAINE	
 ACORN ENGINEERING, INC. 65 HANOVER ST. PORTLAND, MAINE 04104 (207) 773-2655	
FILE:	1124_CIVIL
JN:	1124
SCALE:	1" = 60'
DESIGN BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.	
DRAWING NO.	
EX-A2	
ALSO REFER TO EX-A & EX-A1	



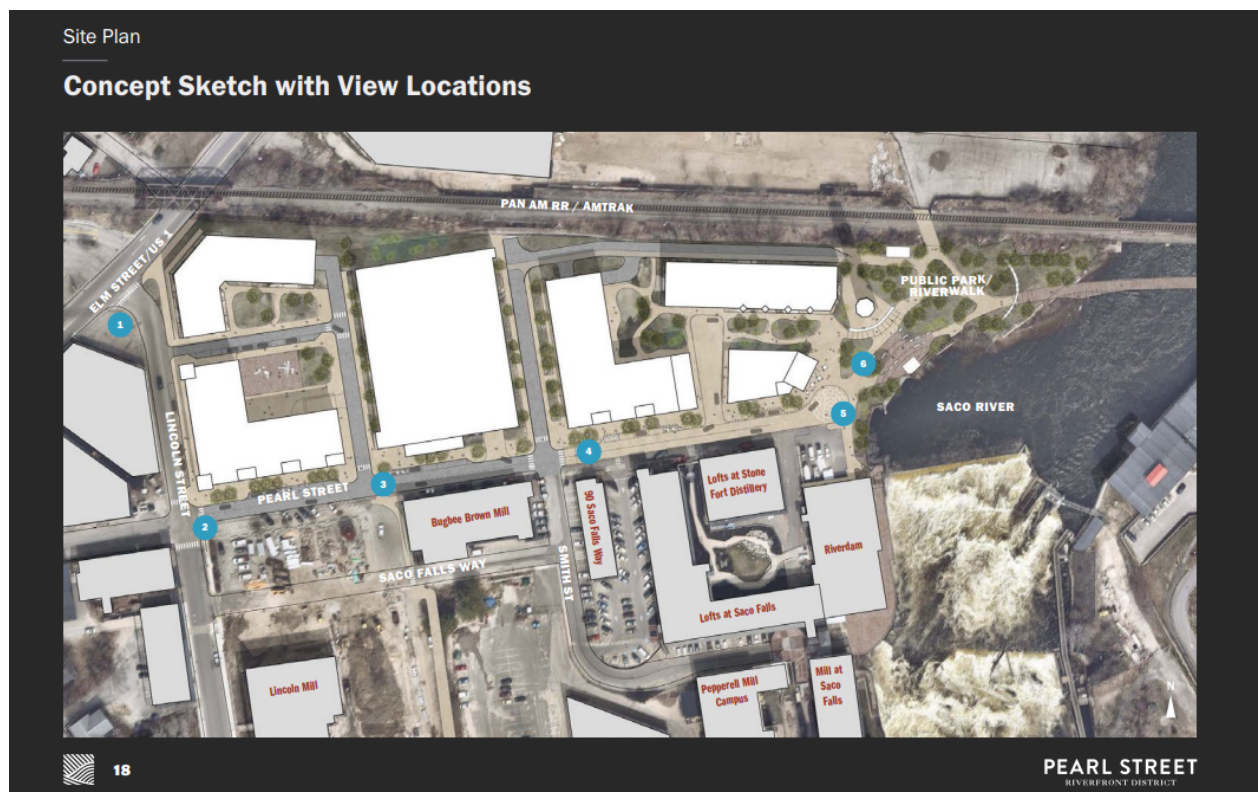
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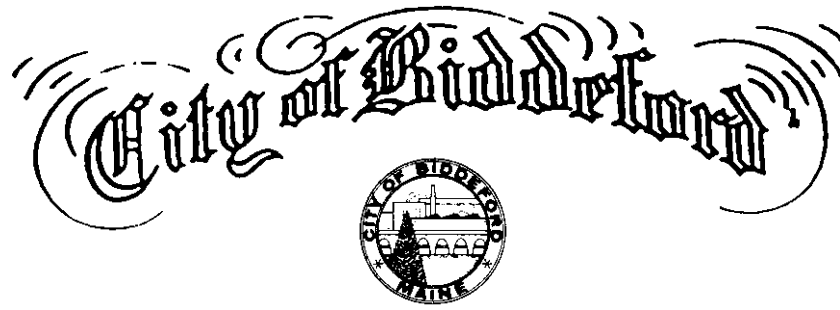
IN BOARD OF CITY COUNCIL..DECEMBER 21, 2021

BE IT ORDERED, that the City Council approves the Preliminary Concept Plan submitted by 3-Lincoln LLC (the Fathom Company and partners) for the redevelopment of the so-called “MERC site” at 3 Lincoln Street, substantially in the form represented in the attached concept plan and consistent with the Master Plan Development Agreement, signed on November 13, 2020 and subject to the following conditions:

1. *The City of Biddeford will coordinate the DEP Shoreland Zoning amendment to allow the density proposed for the Pearl Street Riverfront District. This approval will allow the Site Plan Application for Lot 3 to be submitted and avoid further delays to the permitting process due to the existing amendment.*
2. *The timeline outlined in the Master Plan Development Agreement (Section 1.3 Project Schedule) will not start until the DEP Shoreland Zoning amendment is approved to allow the density proposed for the Pearl Street Riverfront District in the Preliminary Concept Plan and Lot 3 Site Plan Application.*

Preliminary Concept Plan:

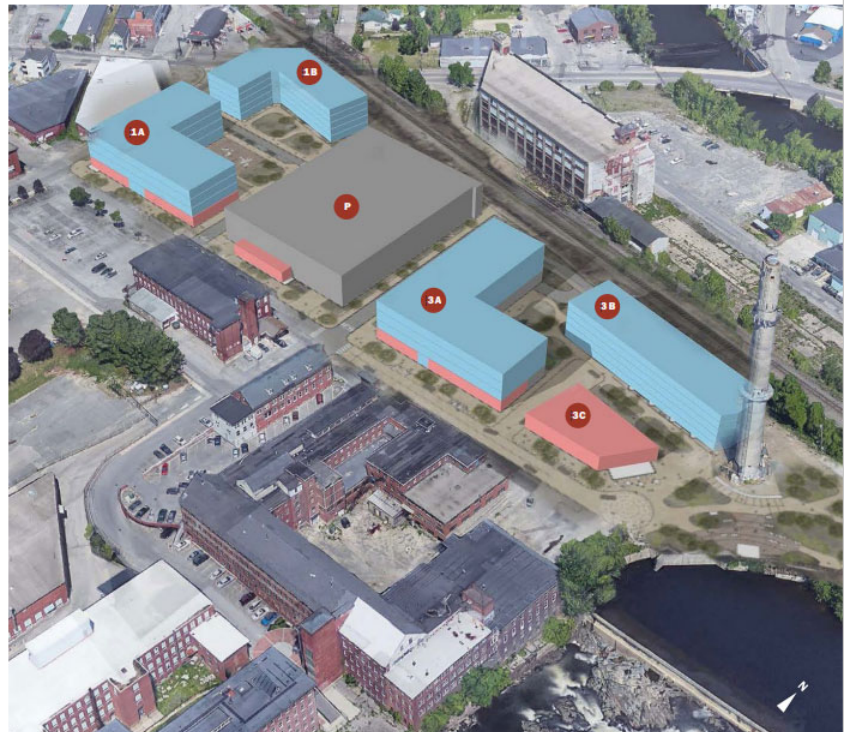




Site Plan

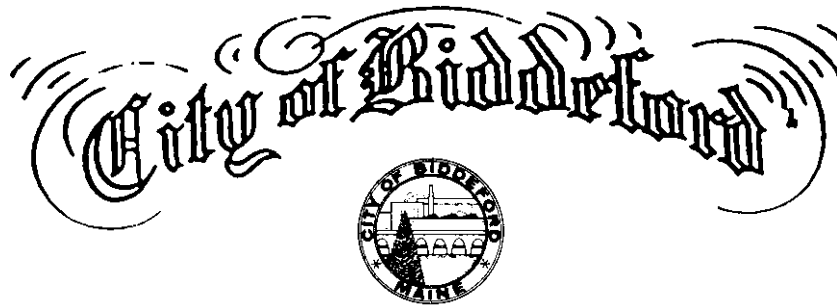
Potential Development Program

- 1A Building 1A**
Floorplate 21,000SF; 3-5 stories; 60,000-100,000SF gross
- 1B Building 1B**
Floorplate 14,500SF; 3-5 stories; 43,500-72,500SF gross
- P Public Parking Structure & Transportation Hub**
Retail, bike parking; 1 story; 1,000-1,500SF gross
- 3A Building 3A**
Floorplate 22,500SF; 3-5 stories; 67,000-112,500SF gross
- 3B Building 3B**
Floorplate 12,500SF; 3-5 stories; 37,000-62,500SF gross
- 3C Building 3C**
Retail/Dining Floorplate 6,500SF; 1-2 stories; 6,500-13,000SF gross

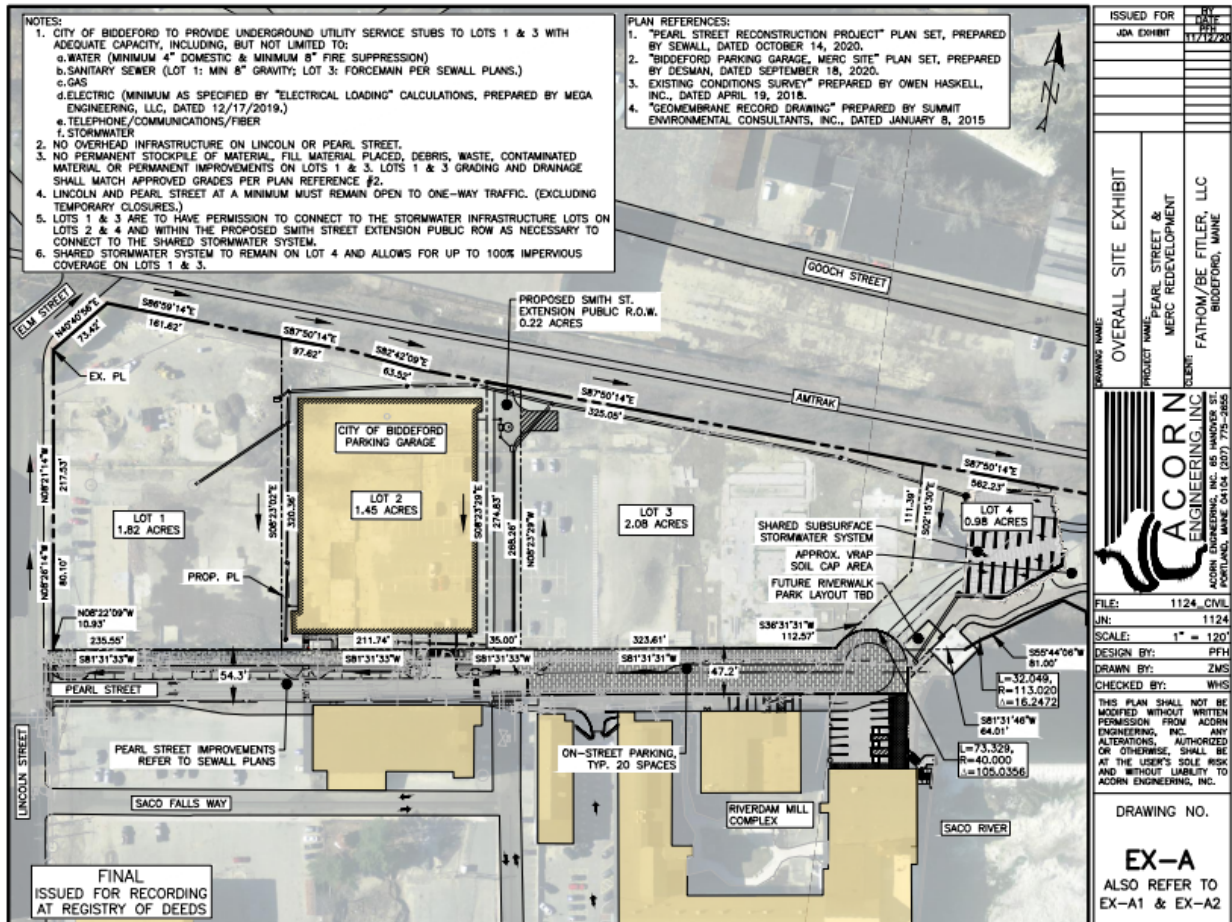


15

PEARL STREET
RIVERFRONT DISTRICT



Survey of Property



December 21, 2021

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

Attest by: _____
Carmen J. Morris, City Clerk

Right Title Interest

Please see attached for the Master Plan Development Agreement between 3 Lincoln, LLC and the City of Biddeford



Master Plan Development Agreement

This Master Plan Development Agreement (this “Agreement”) dated November 17, 2020 (“Effective Date”), is executed between 3 Lincoln, LLC, a Maine limited liability company (the “Developer”), having an address at P.O. Box 7486, Portland, Maine 04112 and the City of Biddeford, Maine, a Maine municipal corporation and body politic with offices at 205 Main Street, Biddeford, Maine (the “City”). The Developer and the City are collectively referred to as the “Parties.”

RECITALS

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

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

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

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

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

AGREEMENT

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

ARTICLE I

GENERAL TERMS & COMMITMENTS

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

1.2 Description of the Project. The Project consists of the planning, permitting, and development of the Site, including coordination of the development by the City of a municipal parking garage (the “Municipal Parking Garage”) on the portion of the Site shown on Exhibit A as the site for those improvements (“Garage Site”) and the development of buildings adjacent to the Municipal Parking Garage generally located on the east and west sides of that structure on the development sites shown on Exhibit A (collectively the “Development Sites”) as commercial, residential, academic, hospitality, retail or other uses (collectively the “Adjacent Buildings”). The Parties shall progress through each stage of the Project, consistent with Section 1.3 below, giving due consideration to Site conditions, financial feasibility, and other commercially reasonable development considerations. The Parties expressly acknowledge the need to provide reasonable flexibility to the Developer to enable the Developer to respond to changing market conditions and intend that the scope of the Project be interpreted and adjusted by the City and the Developer in a manner that will promote, and not hinder, a commercially reasonable and economically viable redevelopment of the Site. Without limitation of the foregoing, as of the date of the Agreement, the Project and its various elements are envisioned to be generally consistent with the Camoin Study. In the course of modifying and refining these initial plans throughout the development process, the Developer will seek to incorporate a mixture of residential, retail, office, hospitality, education and service uses with the adjacent Municipal Parking Garage, park area, street system, the RiverWalk and other amenities intended to foster the creation of an economically vibrant, urban style mixed use destination, generally as contemplated by the Camoin Study and in accordance with the principles enumerated in Section 3.1 of this Agreement.

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

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

1.3.2 Within three (3) months following the Start Date, the Developer shall prepare (or have prepared) and present to the City a concept plan for the development of each of the Development Sites (the “Preliminary Concept Plan”). In the event that the City determines that the Preliminary Concept Plan is not suitable, and the City and the Developer are unable to

agree to revisions to the Preliminary Concept Plan that make such plan suitable to the City, the City shall be permitted to terminate this Agreement in accordance with Article VI; provided, that in the event that the City terminates this Agreement pursuant to this Section 1.3.2, the City shall reimburse the Developer for all costs and expenses incurred prior to the date of termination, plus twenty percent (20%) to partially compensate the Developer for its time and effort.

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

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

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

1.3.6 The milestone dates set forth in Sections 1.3.2, 1.3.3 and 1.3.4 shall be extended in the event the Municipal Parking Garage has not achieved the same milestone as specified in each Section for the Project. The extension of the applicable milestone shall be coterminous with the date the Municipal Parking Garage achieves its corresponding milestone, in order to assure that the pace of development of the Project does not proceed at a substantially

more rapid rate than the development of the Municipal Parking Garage, which is an critical element in the Developer's ability to successfully develop the Project.

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

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

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

ARTICLE II PURCHASE OPTION

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

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

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

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

2.2.3 Exercise of Option: Upon satisfaction of the Condition of Exercise described in Section 2.2.4 below, the Option may be exercised by the Developer by the transmittal of a signed written notice of the Developer's exercise of the Option ("Notice of Exercise"), and specifying the date, time and place for closing on the purchase of the Subject Property, which shall not be later than ninety (90) days following the date of the Notice of Exercise ("Closing Date"). The Developer shall have the right to exercise the Option with respect to either or both Subject Properties, and if exercised for one of the Subject Properties the Option shall continue in force for the other Subject Property for the remainder of the Option Term. If the Developer exercises the Option separately, the purchase price for the first property shall be Seven Hundred Thousand Dollars (\$700,000) and the purchase price for the second property shall be Seven Hundred Thousand Dollars (\$700,000) for a combined purchase price of One Million Four Hundred Thousand Dollars (\$1,400,000).

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

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

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

(b) The Developer shall pay the Purchase Price by wire transfer to an account specified by the City, as increased or decreased by applicable prorations and adjustments, including (i) all real and personal property taxes and similar ad valorem obligations levied with respect to the Subject Property for a taxable period that includes (but does not end on) the Closing Date based on the number of days of such taxable period included in the period ending with and including the Closing Date, (ii) any and all other income and expenses items that relate to the Subject Property that are incurred during a period beginning before the Closing Date and ending after the Closing Date, including but not limited to (i) water, sewer, electricity, gas, oil, telephone and other utility expenses, and (ii) payments under any contracts or agreements related to the Subject Property that Developer agrees to accept an assignment (collectively, the “Prorations”). The Prorations shall be apportioned as of the Closing Date such that the City shall be liable for that portion of such Prorations relating to, or arising in respect of, periods through and including the Closing Date and Developer shall be liable for (and shall reimburse the City to the extent City shall have paid) that portion of such expense items relating to, or arising in respect to, periods after the Closing Date.

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

ARTICLE III RESPONSIBILITIES OF PARTIES

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

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

3.1.1 Perform its obligations pursuant to Article I hereof.

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

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

- a. Site use plans that incorporate urban mixed use principles;

b. Transit and pedestrian orientation with existing or future facilities in the Mill District;

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

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

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

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

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

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

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

Completion. In the event that any such remediation is necessary, the City will provide to Developer, on or before the Closing Date for each Subject Property, evidence of the required remediation in form reasonably acceptable to Developer and any financial institutions financing the Municipal Parking Garage and Adjacent Buildings, including the environmental clearances listed on Exhibit C hereto.

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

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

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

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

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

3.3 Joint Party Responsibilities.

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

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

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

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

ARTICLE IV LIMIT OF LIABILITY

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

ARTICLE V
INDEMNIFICATION

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

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

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

ARTICLE VI
DEFAULT AND REMEDIES

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

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

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

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

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

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

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

ARTICLE VII REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

ARTICLE VIII FORCE MAJEURE

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

ARTICLE IX
MISCELLANEOUS

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

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

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

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

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

9.6 Integration. This Agreement encompasses the entire Agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written. The Parties hereby acknowledge and represent, by affixing their hands and seals hereto, that the Parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other Party or any other person or entity whatsoever, prior to the execution of this Agreement. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a Party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of the Party's right to remedies associated with the gross negligence, willful misconduct or fraud of

any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

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

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

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

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

City	City of Biddeford c/o James A. Bennett, (or the then current) City Manager P.O. Box 586 205 Main Street Biddeford, Maine 04005
With a copy to	Keith R. Jacques, Esq. Woodman Edmands Danylik Austin Smith & Jacques, P.A. P.O. Box 468 234 Main Street Biddeford, Maine 04005
Developer	3 Lincoln LLC

c/o James H. Brady, manager
P.O. Box 7486
Portland, ME 04112-7486

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

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

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

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

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

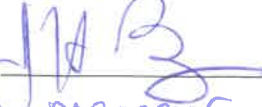
[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of this
17 day of Nov, 2020.



Witness Jonathan Benoit

DEVELOPER:
3 Lincoln, LLC

By: 

Its: manager

CITY OF BIDDEFORD

Witness

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

City of Biddeford, Maine

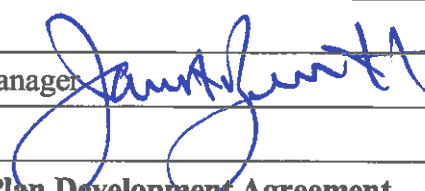


The Office of
City Manager

James A. Bennett

Email: jbennett@biddefordmaine.org

MEMORANDUM

TO:	BE Fidler LLC
FROM:	James A. Bennett, City Manager 
DATE:	December 19, 2019
RE:	Clarification to Master Plan Development Agreement

This memo issued to clarify .section 1.3.6 of the Master Plan Development agreement. That section contemplates that milestone dates within the agreement shall be extended if the parking garage was unable to meet its milestone. This section shall be broadly interpreted to include any delays that might occur that are a result of any infrastructure design, approval or construction required to serve the parking garage, including, but not limited to:

- Pearl Street Road Design and Construction;
- Pearl Street Utilities Design and Construction, including water and sewer improvements;
or
- Pearl Street Pedestrian and Landscape design and construction, including direct links to the Riverwalk.

Finally, nothing within the agreement, nor within this memo prohibits the parties to mutually extend any deadline contained within the agreement. Any extension shall be done in writing.

Exhibit A
Site Plan

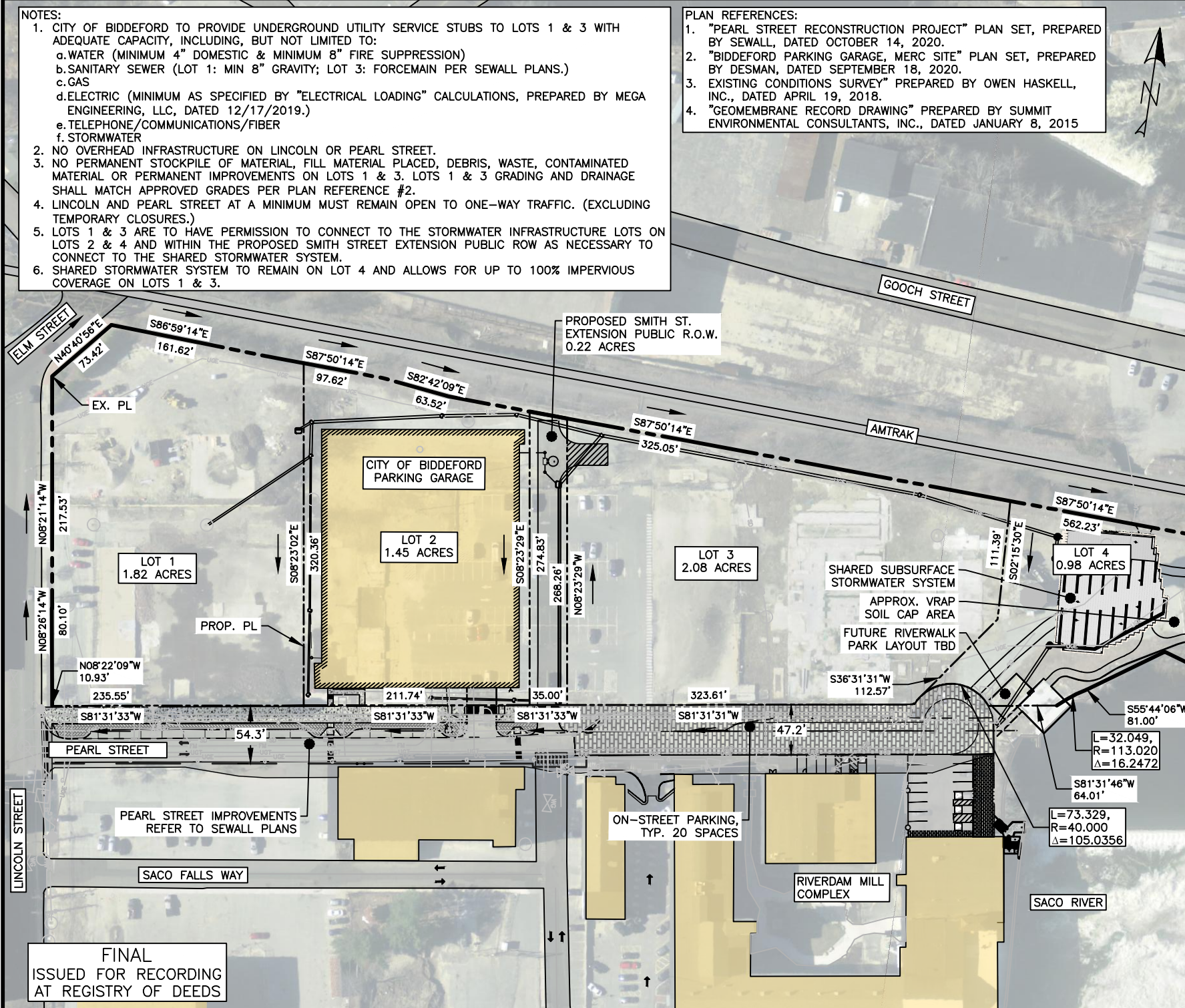
[insert Site Plan]

NOTES:

- CITY OF BIDDEFORD TO PROVIDE UNDERGROUND UTILITY SERVICE STUBS TO LOTS 1 & 3 WITH ADEQUATE CAPACITY, INCLUDING, BUT NOT LIMITED TO:
 - WATER (MINIMUM 4" DOMESTIC & MINIMUM 8" FIRE SUPPRESSION)
 - SANITARY SEWER (LOT 1: MIN 8" GRAVITY; LOT 3: FORCEMAIN PER SEWALL PLANS.)
 - GAS
 - ELECTRIC (MINIMUM AS SPECIFIED BY "ELECTRICAL LOADING" CALCULATIONS, PREPARED BY MEGA ENGINEERING, LLC, DATED 12/17/2019.)
 - TELEPHONE/COMMUNICATIONS/FIBER
 - STORMWATER
- NO OVERHEAD INFRASTRUCTURE ON LINCOLN OR PEARL STREET.
- NO PERMANENT STOCKPILE OF MATERIAL, FILL MATERIAL PLACED, DEBRIS, WASTE, CONTAMINATED MATERIAL OR PERMANENT IMPROVEMENTS ON LOTS 1 & 3. LOTS 1 & 3 GRADING AND DRAINAGE SHALL MATCH APPROVED GRADES PER PLAN REFERENCE #2.
- LINCOLN AND PEARL STREET AT A MINIMUM MUST REMAIN OPEN TO ONE-WAY TRAFFIC. (EXCLUDING TEMPORARY CLOSURES.)
- LOTS 1 & 3 ARE TO HAVE PERMISSION TO CONNECT TO THE STORMWATER INFRASTRUCTURE LOTS ON LOTS 2 & 4 AND WITHIN THE PROPOSED SMITH STREET EXTENSION PUBLIC ROW AS NECESSARY TO CONNECT TO THE SHARED STORMWATER SYSTEM.
- SHARED STORMWATER SYSTEM TO REMAIN ON LOT 4 AND ALLOWS FOR UP TO 100% IMPERVIOUS COVERAGE ON LOTS 1 & 3.

PLAN REFERENCES:

- "PEARL STREET RECONSTRUCTION PROJECT" PLAN SET, PREPARED BY SEWALL, DATED OCTOBER 14, 2020.
- "BIDDEFORD PARKING GARAGE, MERC SITE" PLAN SET, PREPARED BY DESMAN, DATED SEPTEMBER 18, 2020.
- EXISTING CONDITIONS SURVEY" PREPARED BY OWEN HASKELL, INC., DATED APRIL 19, 2018.
- "GEOMEMBRANE RECORD DRAWING" PREPARED BY SUMMIT ENVIRONMENTAL CONSULTANTS, INC., DATED JANUARY 8, 2015

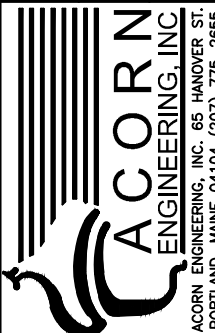


ISSUED FOR	BY
JDA EXHIBIT	DATE
	PFH
	11/12/20

DRAWING NAME: OVERALL SITE EXHIBIT

PROJECT NAME: PEARL STREET & MERC REDEVELOPMENT

CLIENT: FATHOM/BE FITLER, LLC
BIDDEFORD, MAINE



FILE:	1124_CIVIL
JN:	1124
SCALE:	1" = 120'
DESIGN BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

DRAWING NO.

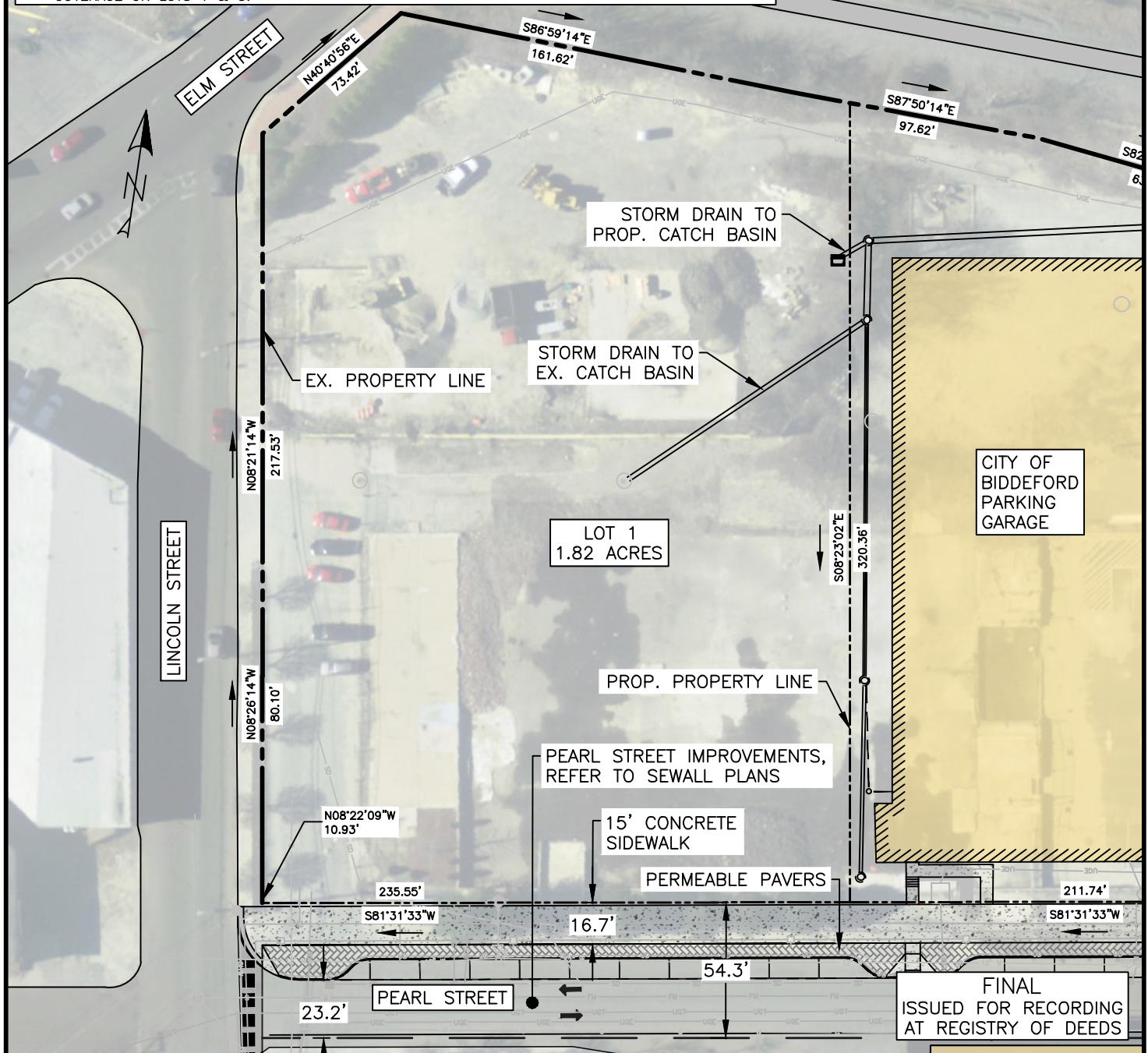
EX-A
ALSO REFER TO
EX-A1 & EX-A2

NOTES:

- CITY OF BIDDEFORD TO PROVIDE UNDERGROUND UTILITY SERVICE STUBS TO LOTS 1 & 3 WITH ADEQUATE CAPACITY, INCLUDING, BUT NOT LIMITED TO:
 - WATER (MINIMUM 4" DOMESTIC & MINIMUM 8" FIRE SUPPRESSION)
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DRAWING NO.
EX-A1

ALSO REFER TO EX-A & EX-A2

FILE: 1124_CIVIL
DATE: 11/12/20
JN: 1124
SCALE: 1" = 60'
DESIGN BY: PFH
DRAWN BY: ZMS
CHECKED BY: WHS



DRAWING NAME:
LOT 1 EXHIBIT

PROJECT NAME:
PEARL STREET &
MERC REDEVELOPMENT

CLIENT:
FATHOM/BE FITLER, LLC
BIDDEFORD, MAINE

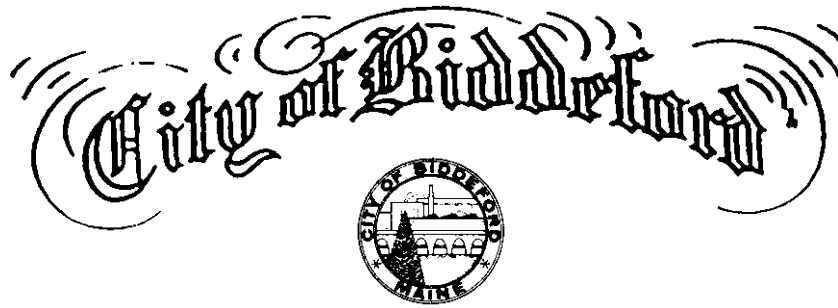
ISSUED FOR
JDA EXHIBIT

BY
DATE
PFH
11/12/20

Exhibit B
Legal Description

[insert legal description of Site]

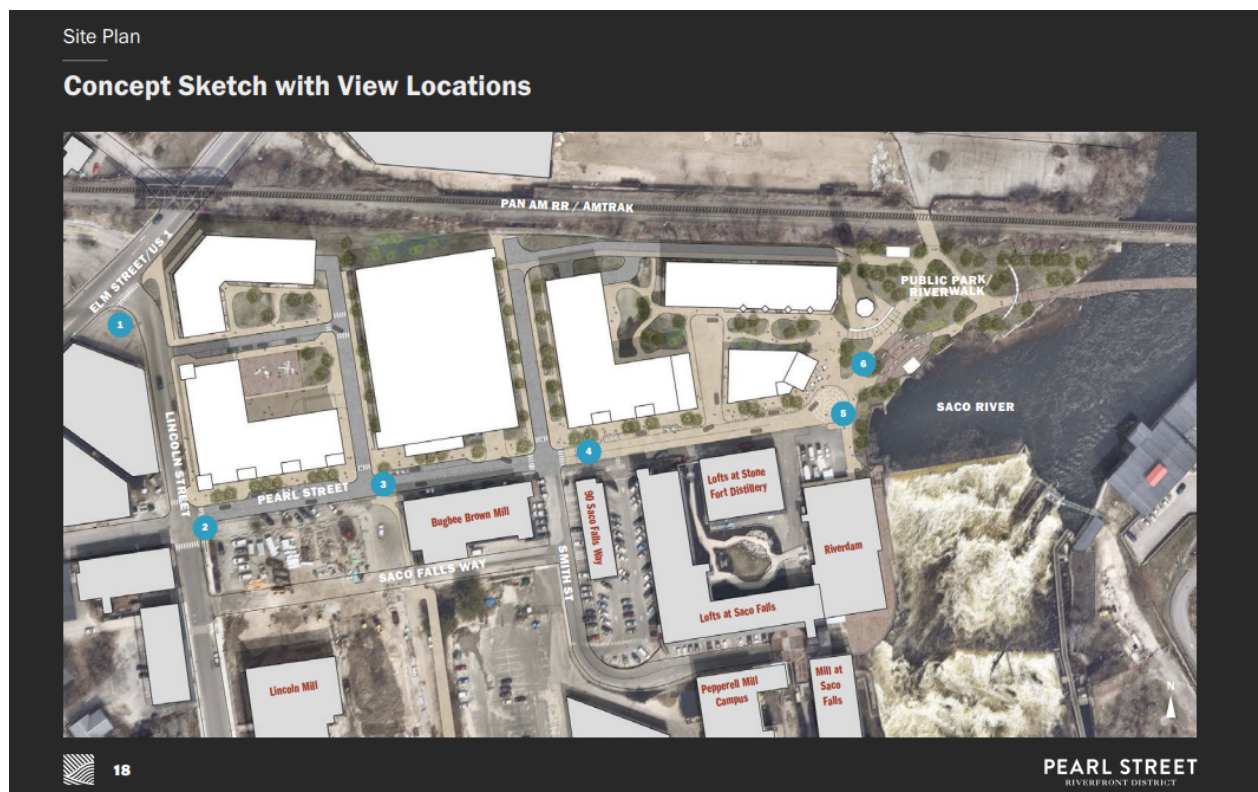
Exhibit C
Environmental Clearances

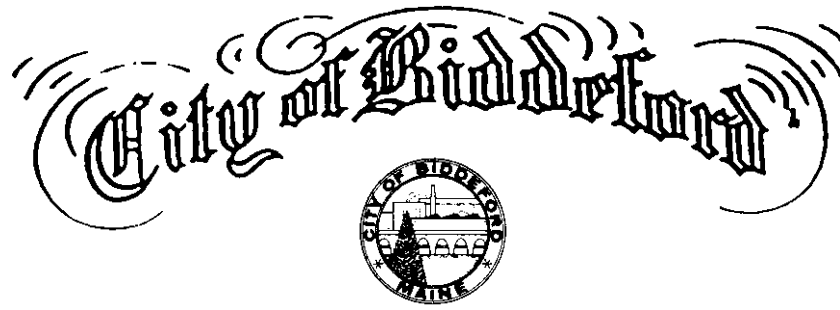


2021.134 **IN BOARD OF CITY COUNCIL..DECEMBER 21, 2021**
BE IT ORDERED, that the City Council approves the Preliminary Concept Plan submitted by 3-Lincoln LLC (the Fathom Company and partners) for the redevelopment of the so-called “MERC site” at 3 Lincoln Street, substantially in the form represented in the attached concept plan and consistent with the Master Plan Development Agreement, signed on November 13, 2020 and subject to the following conditions:

1. *The City of Biddeford will coordinate the DEP Shoreland Zoning amendment to allow the density proposed for the Pearl Street Riverfront District. This approval will allow the Site Plan Application for Lot 3 to be submitted and avoid further delays to the permitting process due to the existing amendment.*
2. *The timeline outlined in the Master Plan Development Agreement (Section 1.3 Project Schedule) will not start until the DEP Shoreland Zoning amendment is approved to allow the density proposed for the Pearl Street Riverfront District in the Preliminary Concept Plan and Lot 3 Site Plan Application.*

Preliminary Concept Plan:

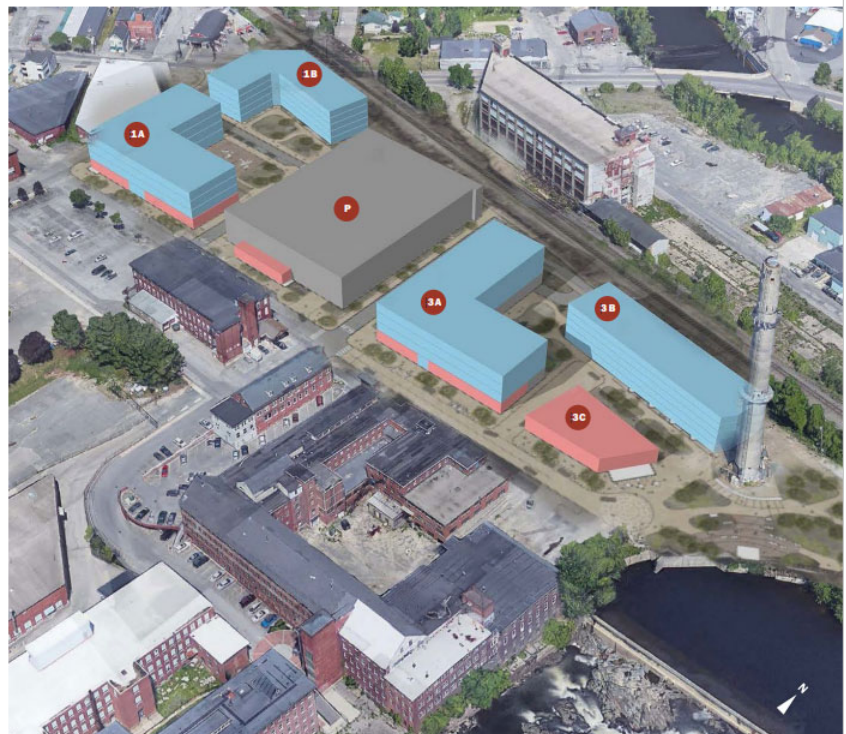


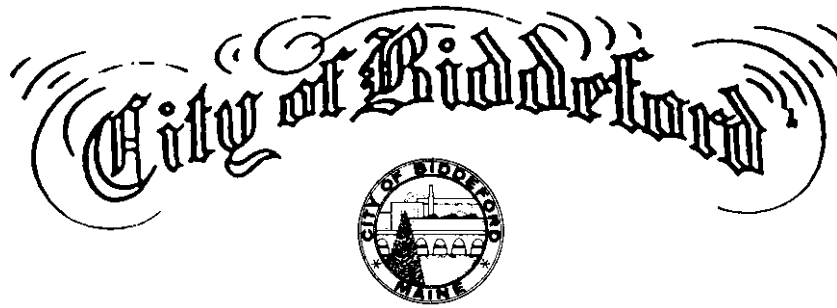


Site Plan

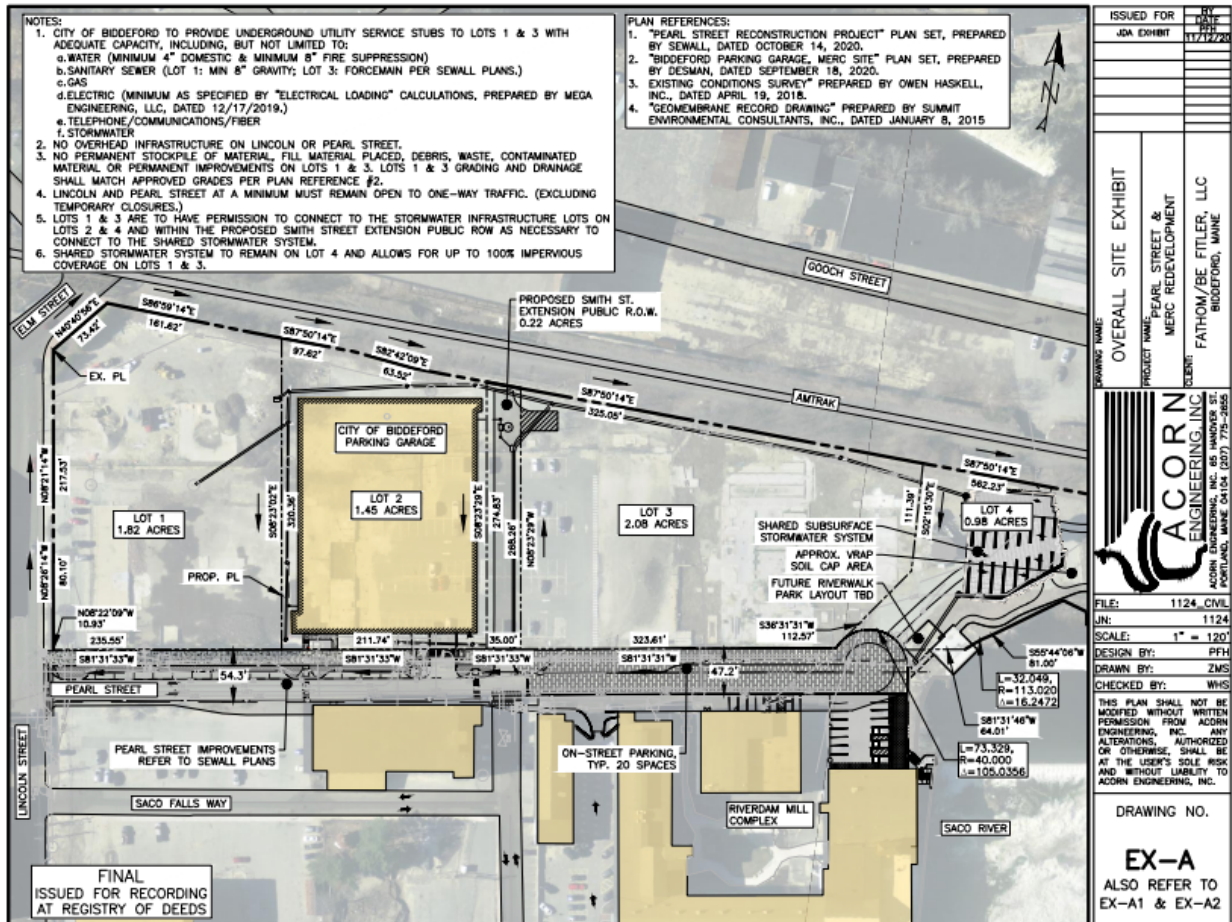
Potential Development Program

- 1A Building 1A**
Floorplate 21,000SF; 3-5 stories; 60,000-100,000SF gross
- 1B Building 1B**
Floorplate 14,500SF; 3-5 stories; 43,500-72,500SF gross
- P Public Parking Structure & Transportation Hub**
Retail, bike parking; 1 story; 1,000-1,500SF gross
- 3A Building 3A**
Floorplate 22,500SF; 3-5 stories; 67,000-112,500SF gross
- 3B Building 3B**
Floorplate 12,500SF; 3-5 stories; 37,000-62,500SF gross
- 3C Building 3C**
Retail/Dining Floorplate 6,500SF; 1-2 stories; 6,500-13,000SF gross





Survey of Property



December 21, 2021

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

Attest by: _____
Carmen J. Morris, City Clerk

Photographs



1. Standing west of existing parking garage. Facing north into lot 1.



2. Standing west of existing parking garage. Facing northwest into lot 1.





3. Standing in the middle of Lot 1. Facing east.



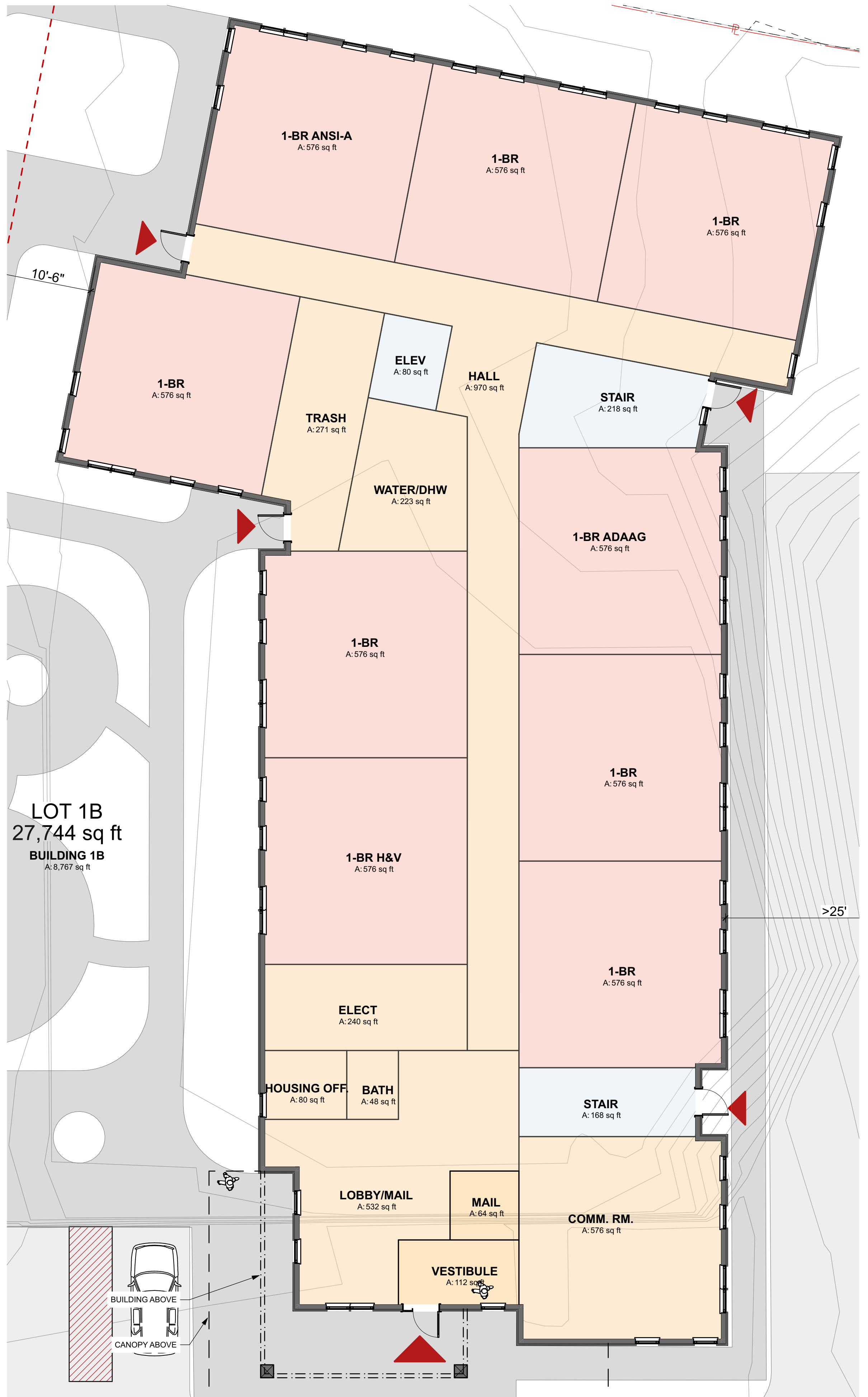
4. Standing in the middle of Lot 1. Facing southeast.



5. Standing in the middle of Lot 1. Facing east toward the existing parking garage.



6. Standing in the middle of Lot 1. Facing west.



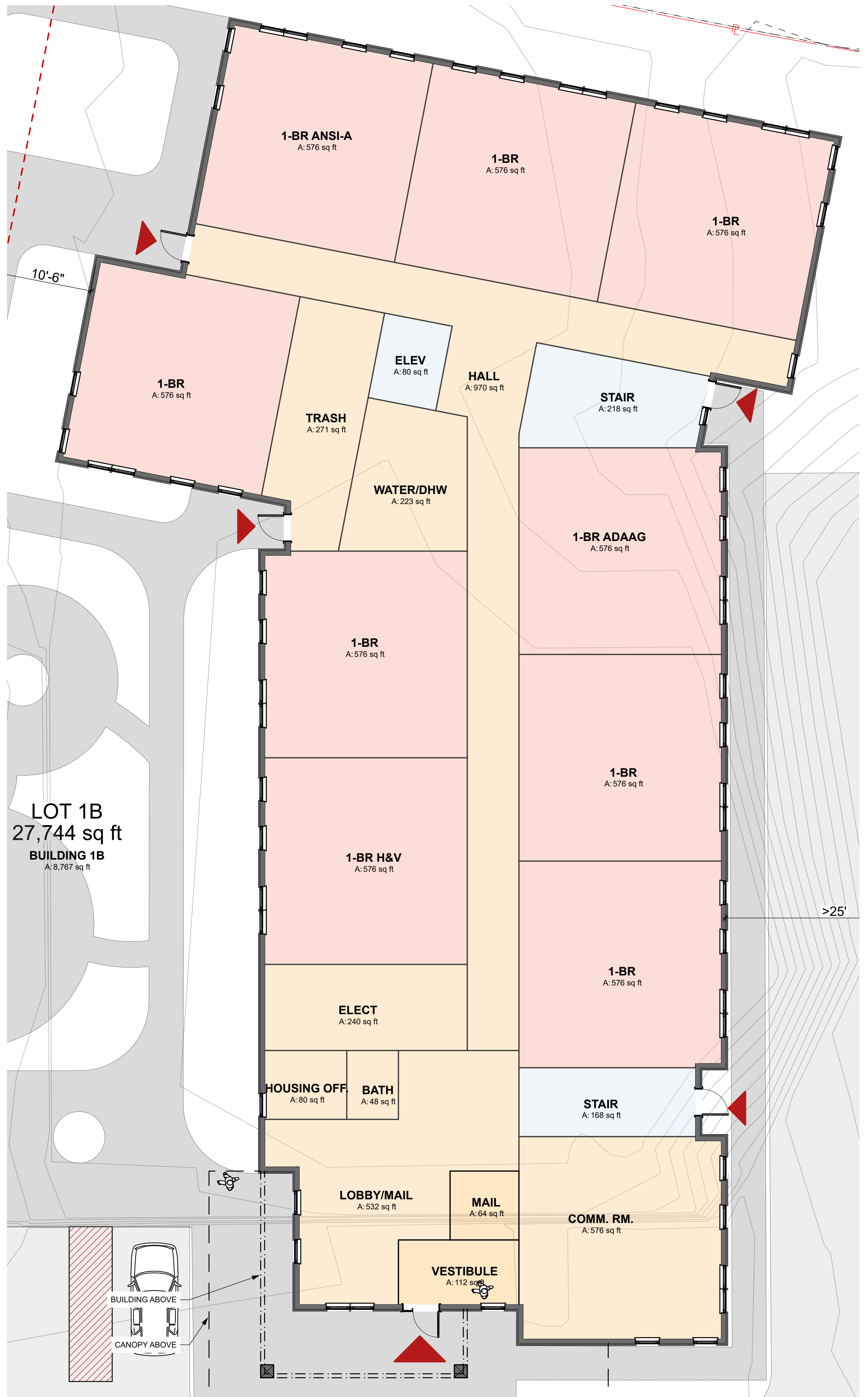
Kaplan
Thompson
Architects

GROUND LEVEL FLOOR PLANS

WDC_F



2 1ST LEVEL - 1C

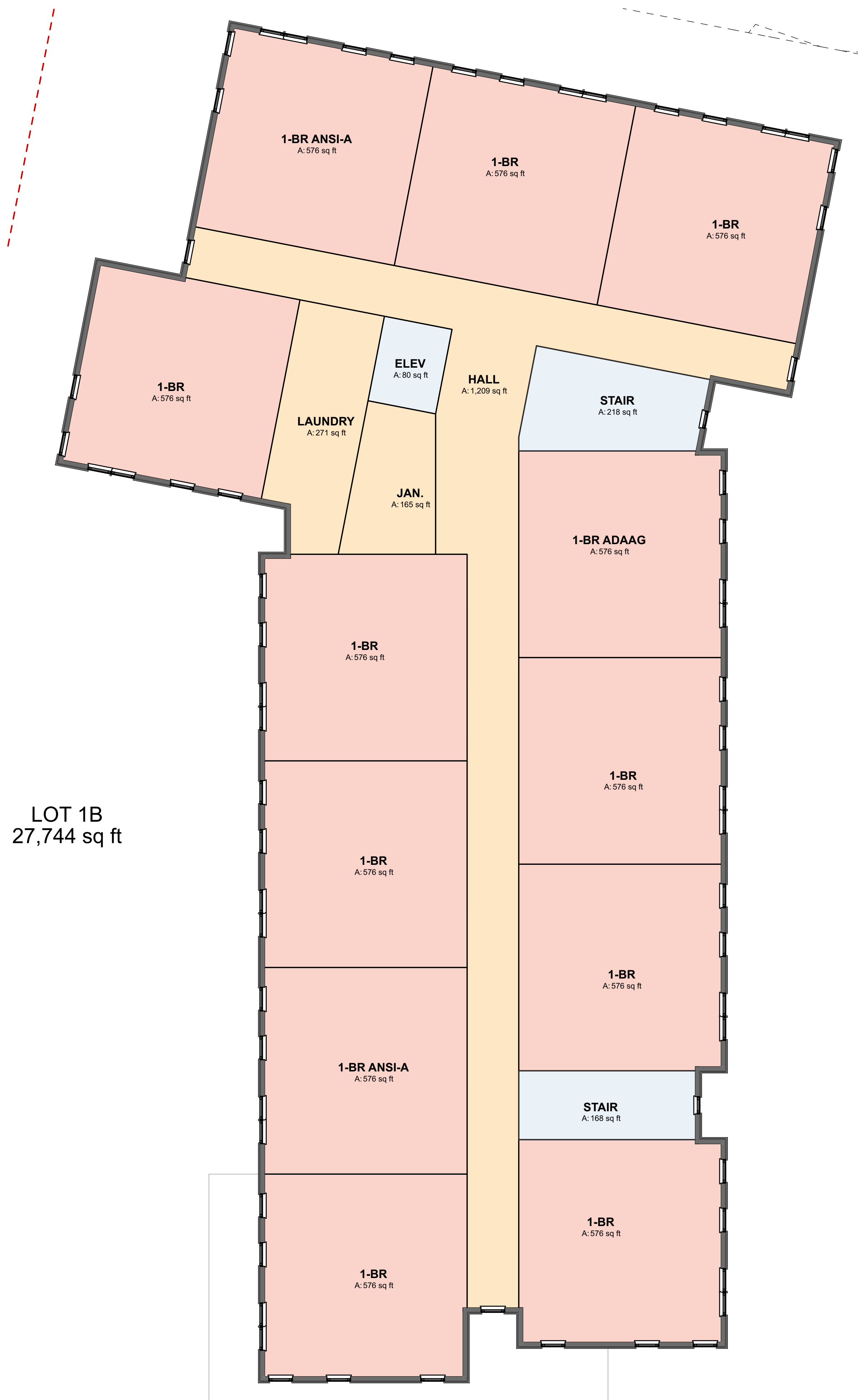


1 1ST LEVEL - 1B

Kaplan
Thompson
Architects

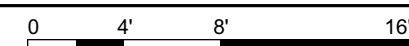
GROUND LEVEL FLOOR PLANS

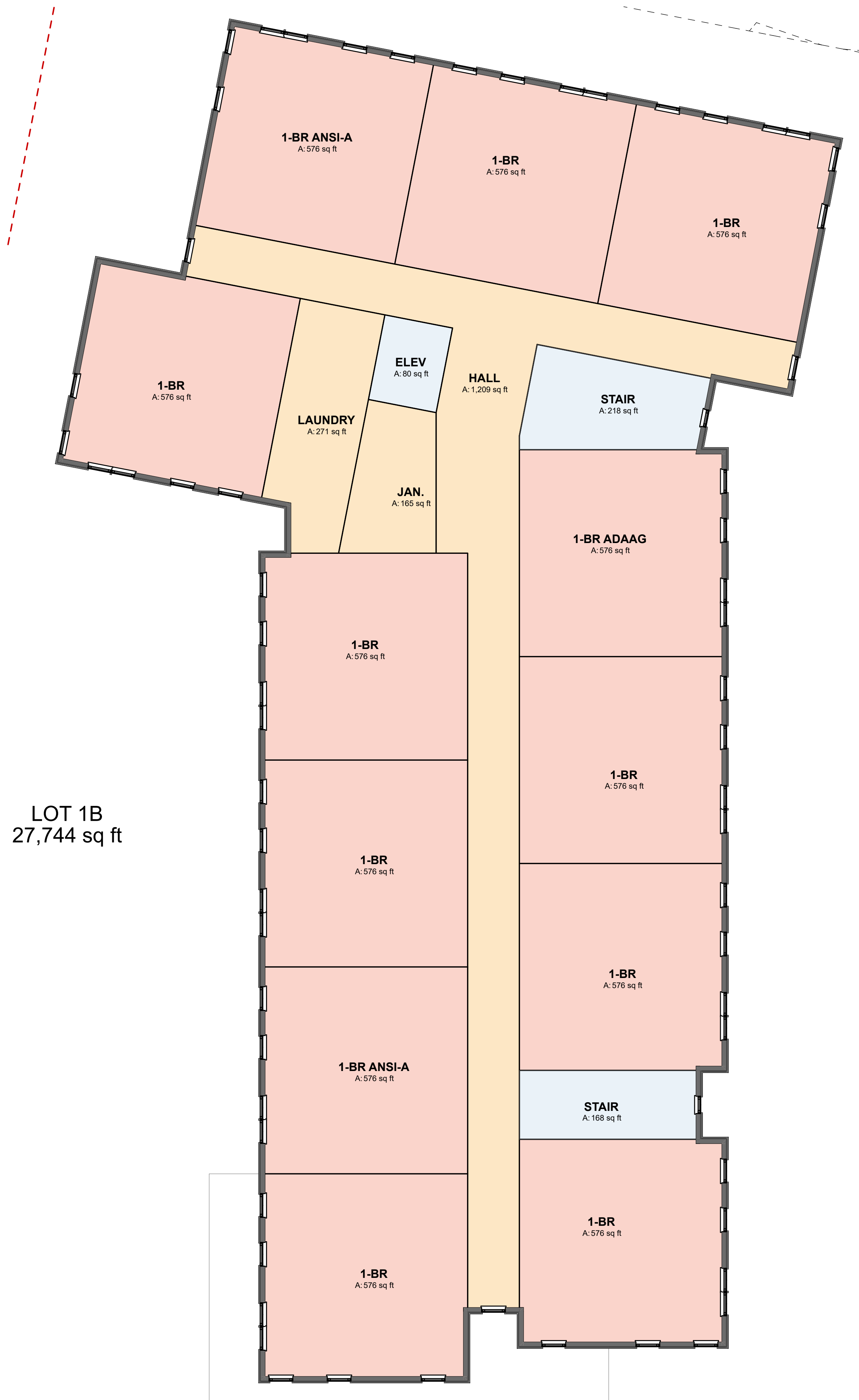
WDC_F



1 2ND LEVEL - 1B
SCALE: 1/8" = 1'-0"

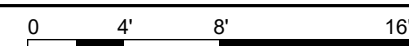
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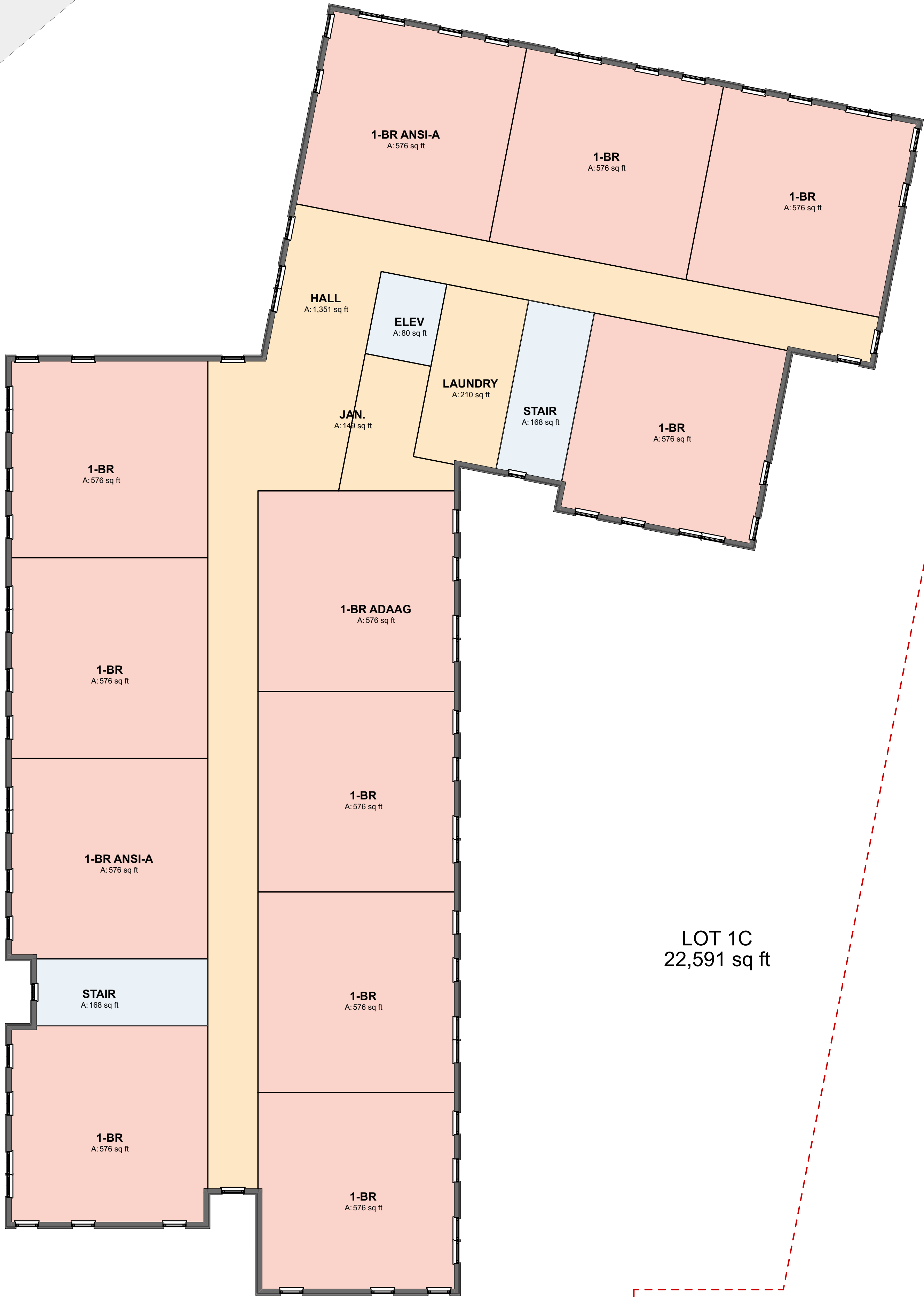
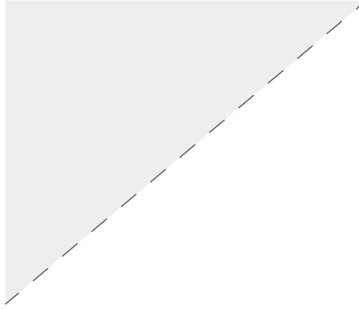




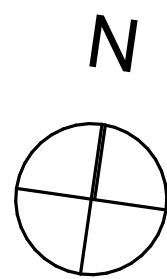
1 2ND LEVEL - 1B
SCALE: 1/8" = 1'-0"

WDC_F



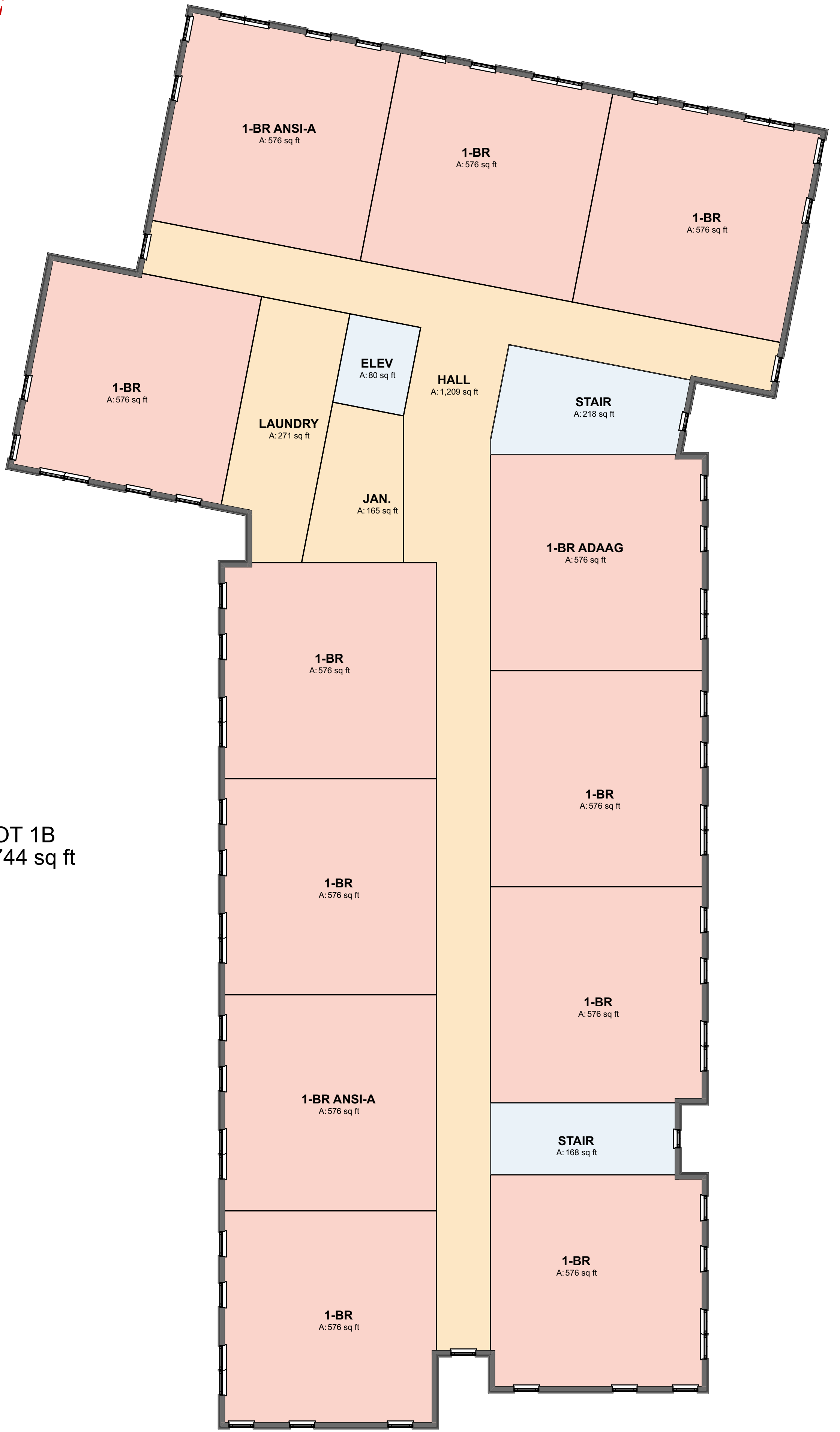
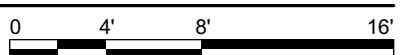


LOT 1C
22,591 sq ft



② 3RD LEVEL - 1C

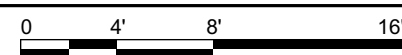
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LOT 1B
27,744 sq ft

① 3RD LEVEL - 1B

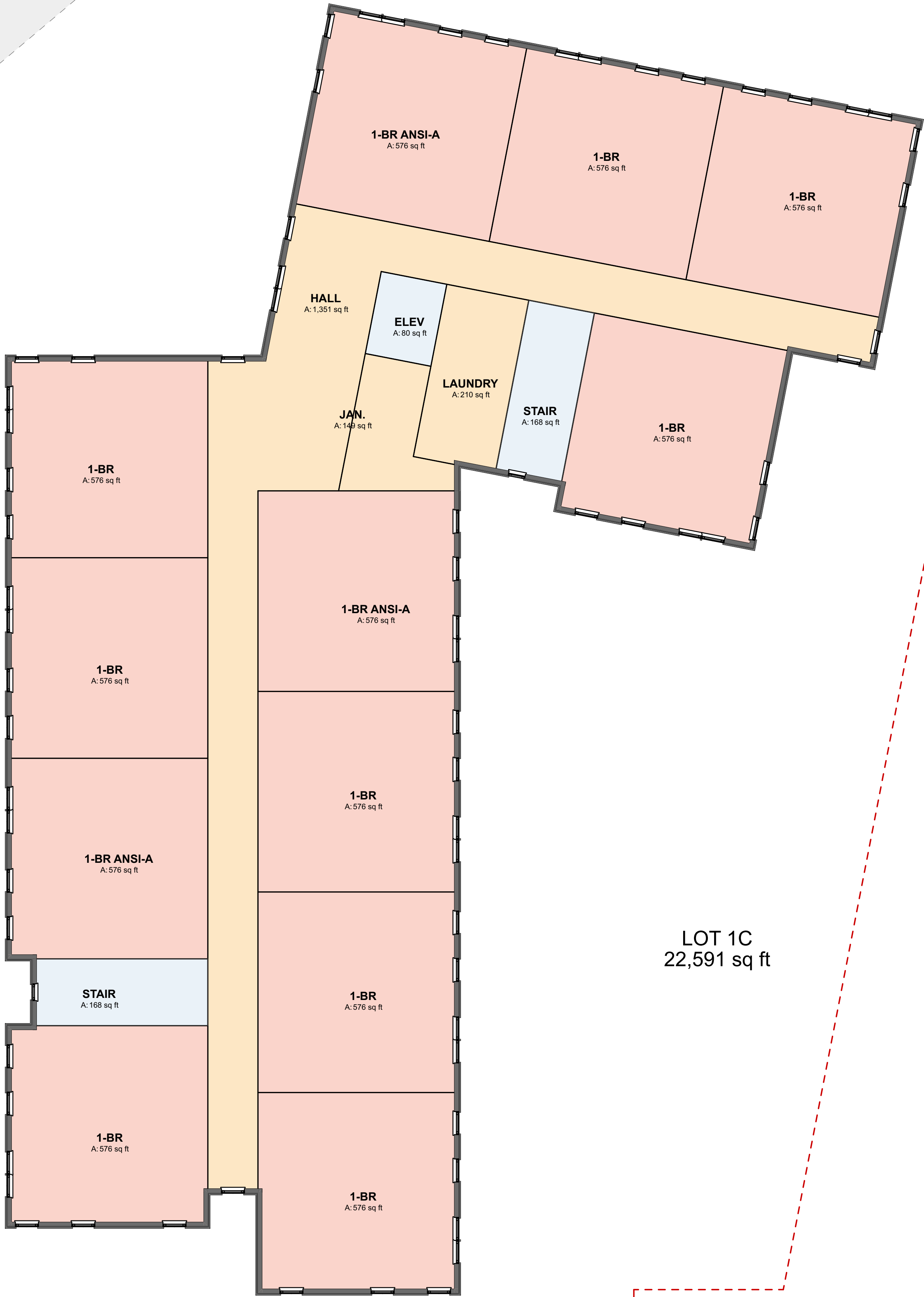
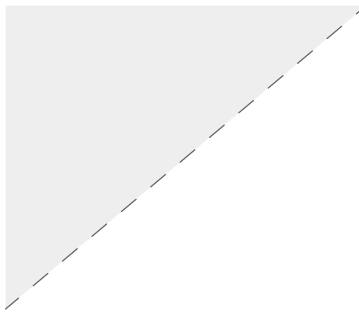
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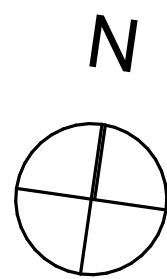
Kaplan
Thompson
Architects

WDC_F

LEVEL 3 FLOOR PLANS

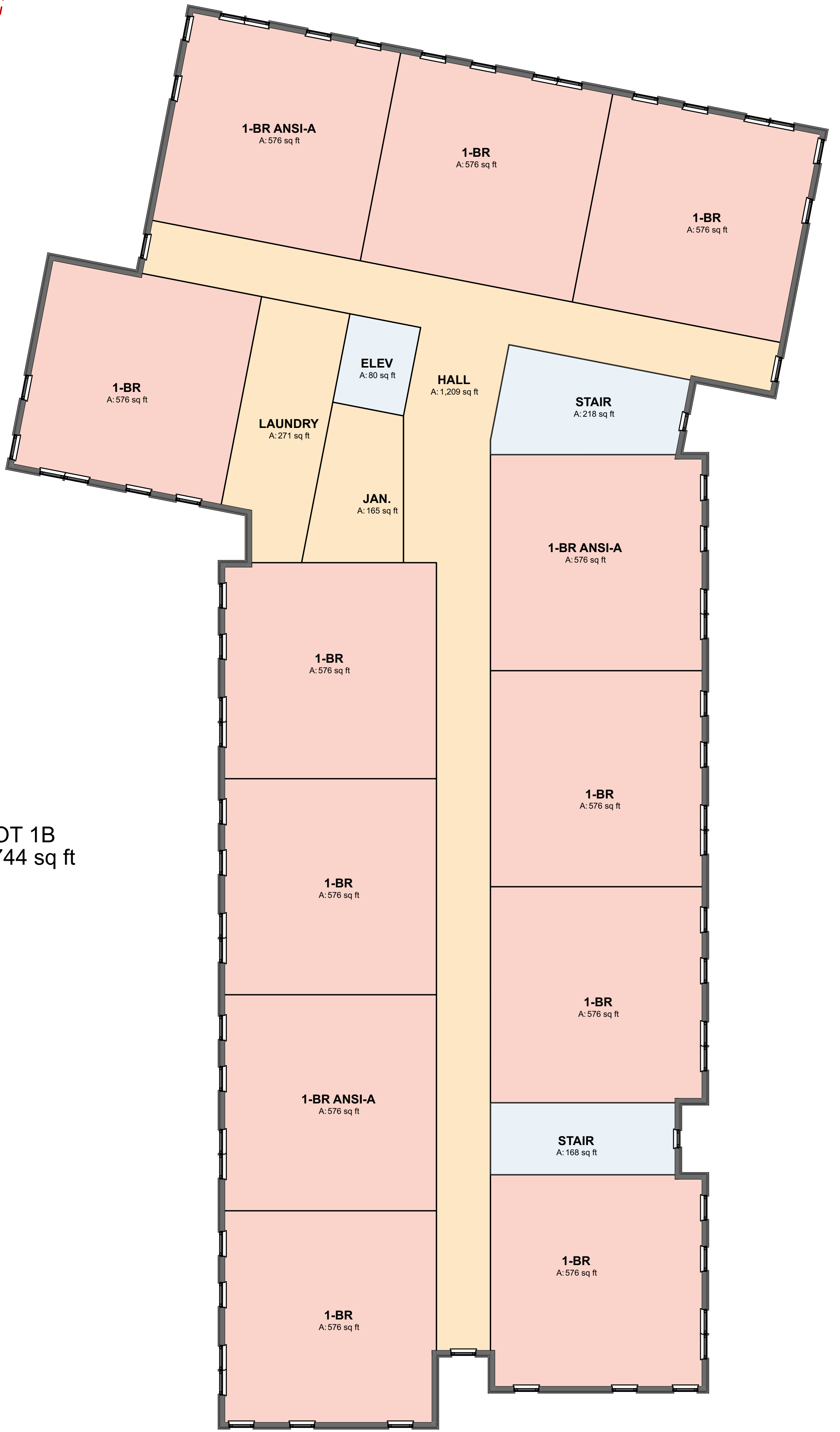
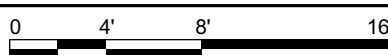


LOT 1C
22,591 sq ft



② 4TH LEVEL - 1C

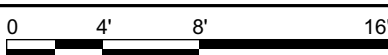
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LOT 1B
27,744 sq ft

① 4TH LEVEL - 1B

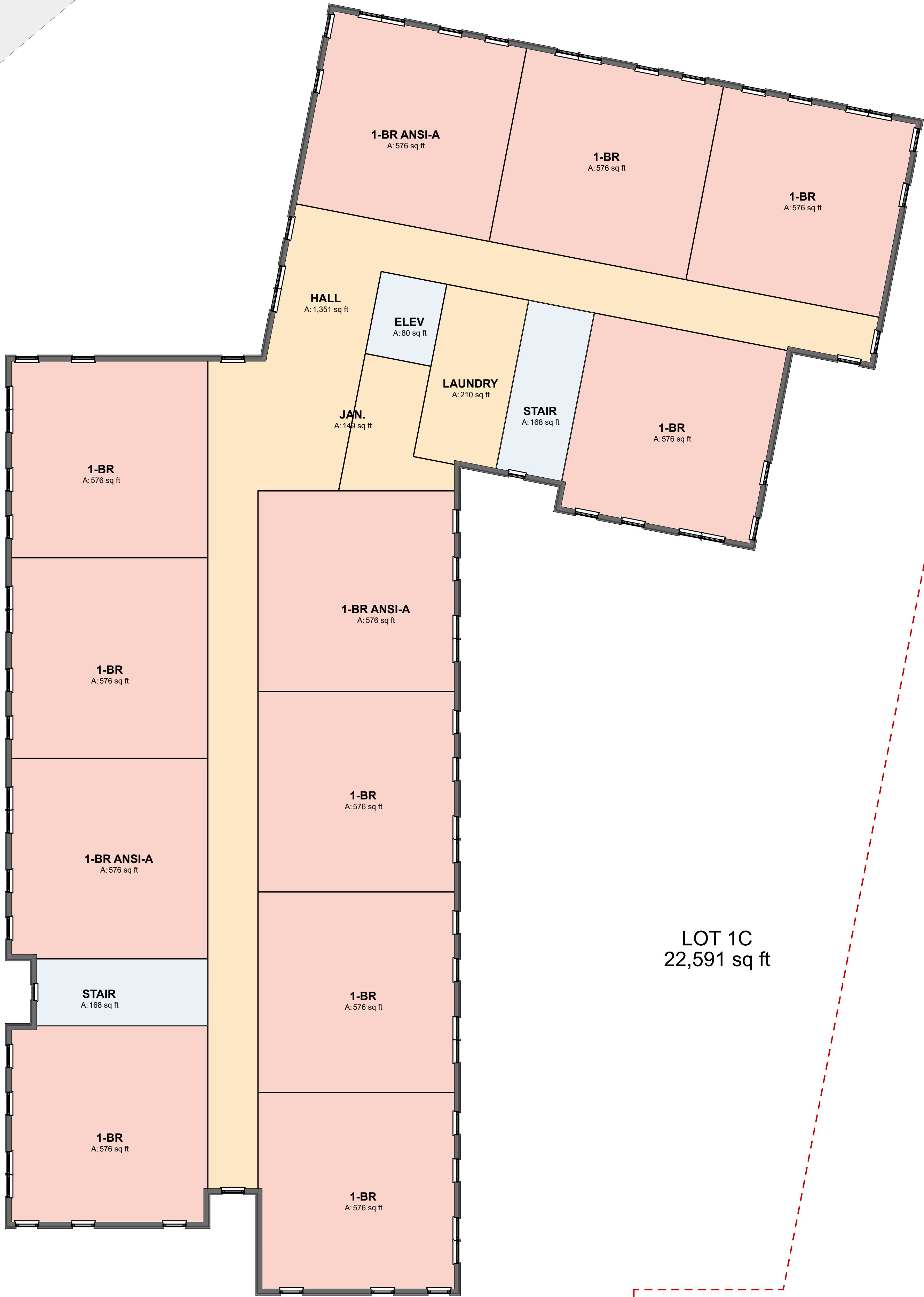
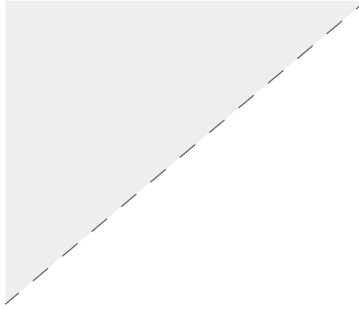
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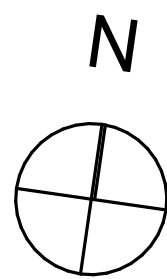
Kaplan
Thompson
Architects

WDC_F

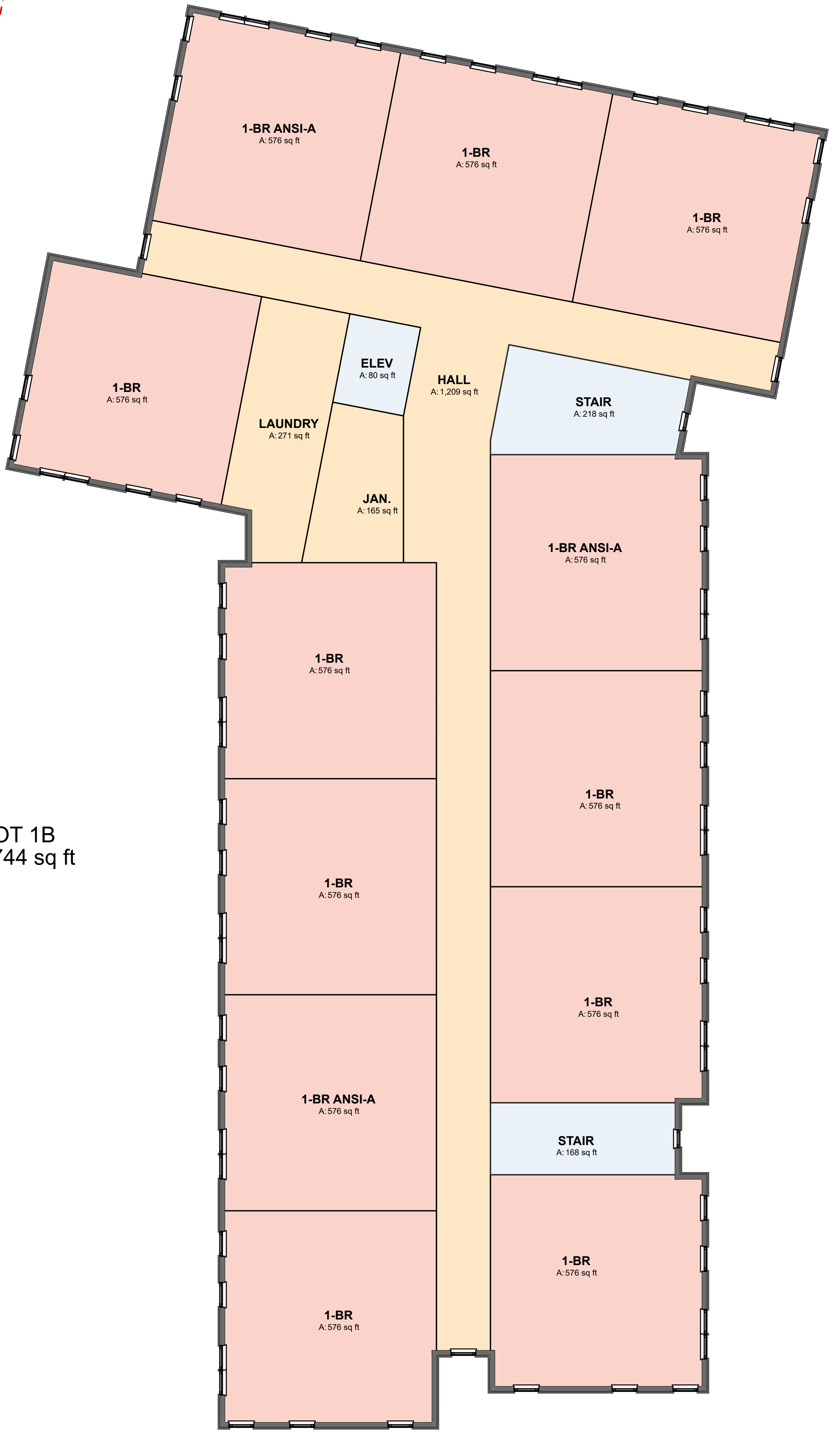
LEVEL 4 FLOOR PLANS



LOT 1C
22,591 sq ft

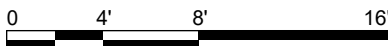


② 4TH LEVEL - 1C
SCALE: 1/8" = 1'-0"



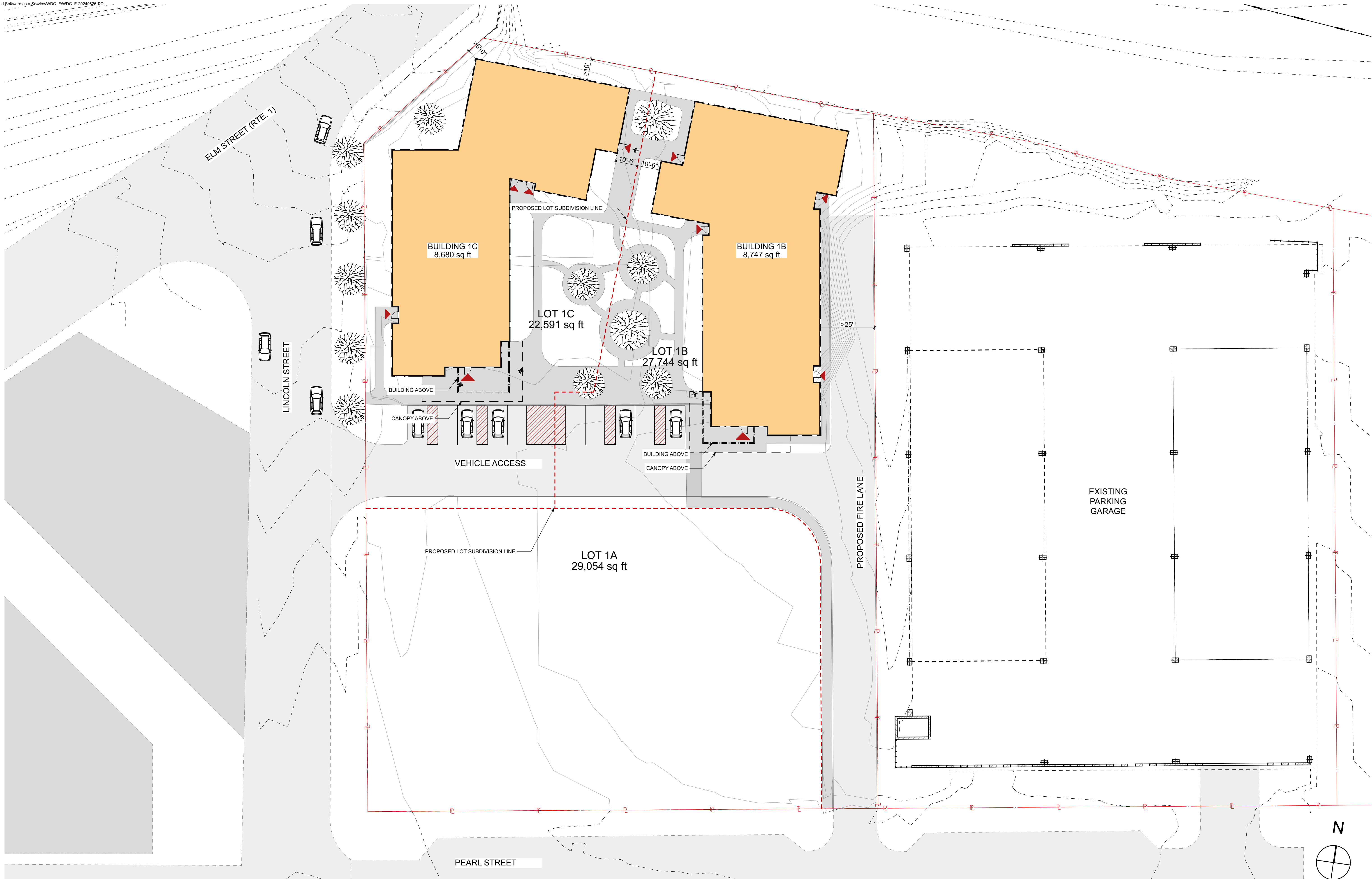
LOT 1B
27,744 sq ft

① 4TH LEVEL - 1B
SCALE: 1/8" = 1'-0"



WDC_F

LEVEL 4 FLOOR PLANS

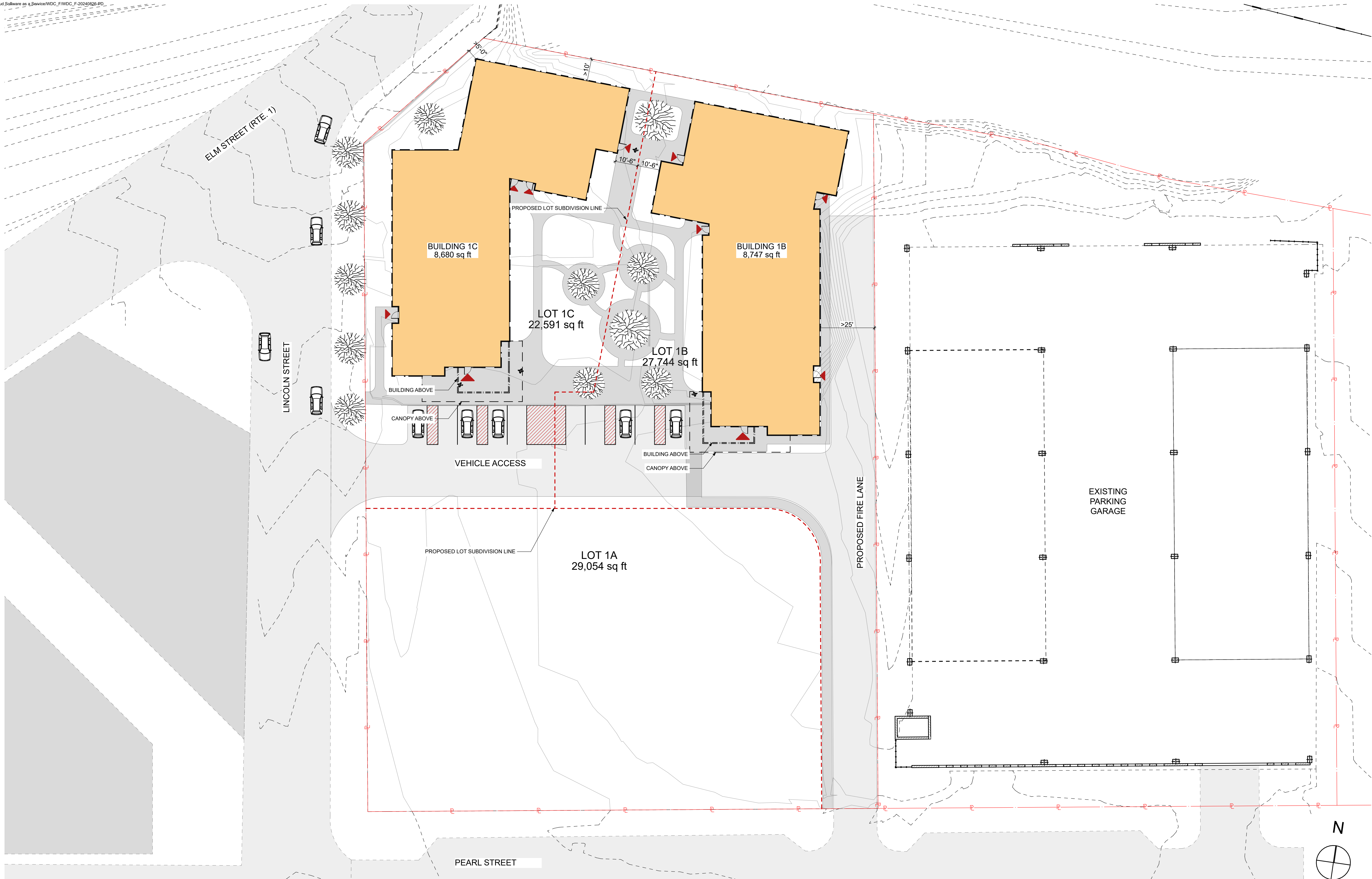


1 SITE PLAN
SCALE: 1" = 20'

Kaplan
Thompson
Architects

SITE PLAN

WDC_F



1 SITE PLAN
SCALE: 1" = 20'

Kaplan
Thompson
Architects

SITE PLAN

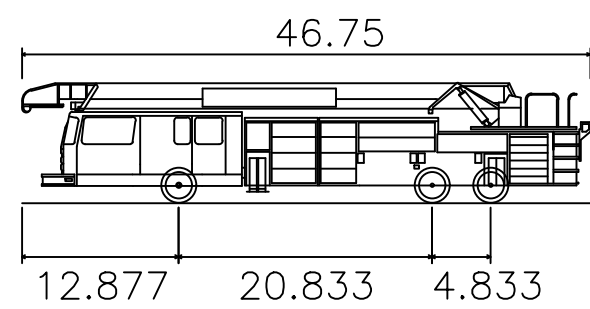
WDC_F

1. ALL SIDEWALK AND CURB TO BE REPLACED SHALL BE REBUILT TO CITY OF BIDDEFORD STANDARDS.
2. ALL EXISTING STRIPING AND MARKINGS SHALL COMPLY TO CITY OF BIDDEFORD & MUTCD STANDARDS.
3. ANY ASPHALT TO BE REMOVED SHALL BE STRIPPED AND PROPERLY DISPOSED OF OFFSITE.
4. CURB TO BE REMOVED, STOCKPILED AND RESET IN ACCORDANCE WITH DETAIL. BROKEN CURB SHALL BE PROPERLY DISPOSED OF AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
5. ALL RAMPS TO CONFORM TO ADA GUIDELINES. SLOPE SHALL NOT EXCEED 1 INCH PER FOOT.
6. ALL SITE SIGNAGE TO COMPLY WITH MUTCD STANDARDS. CONTRACTOR TO COORDINATE AND INSTALL.
7. UPON COMPLETION OF CONSTRUCTION, THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND MANAGEMENT OF DRIVEWAYS, SITE LIGHTING, TRASH REMOVAL, AND SNOW REMOVAL.

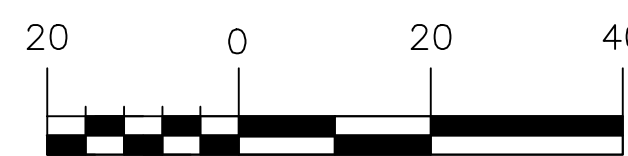
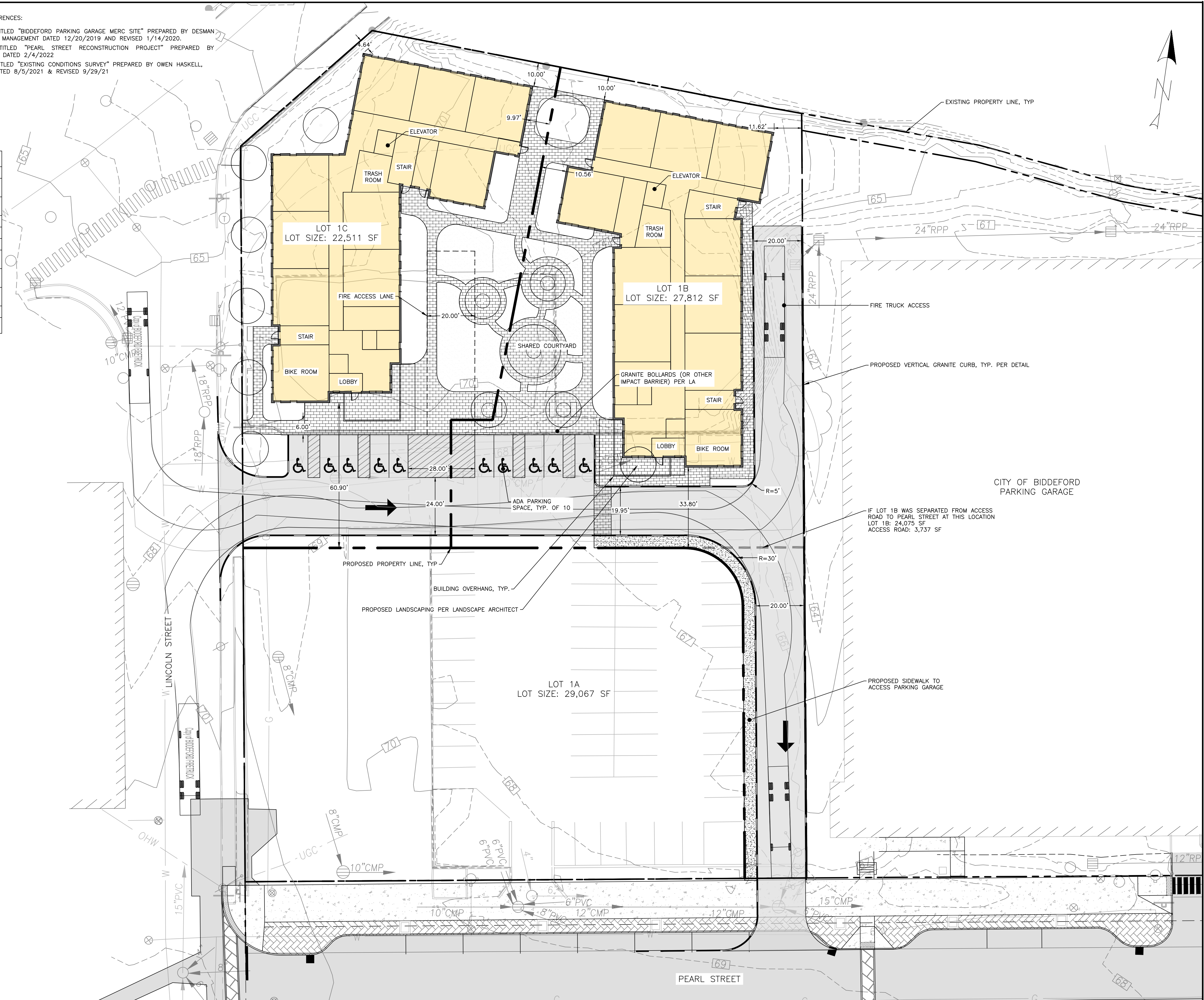
1. PLAN TITLED "BIDDEFORD PARKING GARAGE MERC SITE" PREPARED BY DESMAN DESIGN MANAGEMENT DATED 12/20/2019 AND REVISED 1/14/2020.
2. PLAN TITLED "PEARL STREET RECONSTRUCTION PROJECT" PREPARED BY SEWALL DATED 2/4/2022
3. PLAN TITLED "EXISTING CONDITIONS SURVEY" PREPARED BY OWEN HASKELL, INC. DATED 8/5/2021 & REVISED 9/29/21

SPACE AND BULK STANDARDS			
ZONE:	REQUIRED (MSRD3)	PROPOSED LOT 1C	PROPOSED LOT 1B
MINIMUM LOT SIZE	NONE	22,511 SF	27,812 SF
MINIMUM STREET FRONTAGE	NONE	320 FT	35 FT
MINIMUM FRONT YARD SETBACK	NONE	4.64 FT	33.80 FT
MINIMUM REAR YARD SETBACK	NONE	10 FT	10 FT
MINIMUM SIDE YARD SETBACK	NONE	10 FT	11.62 FT
MINIMUM BUILDING HEIGHT	MIN. 2 STORIES OR 26 FEET	4 STORIES	4 STORIES
MINIMUM SHORE FRONTAGE	–	N/A	N/A
SACO RIVER SETBACK (INCLUDING PARKING AREAS)	–	> 200 FT	> 200 FT
SACO RIVER NO-CUT ZONE (SRCC)	–	N/A	N/A
MAX LOT COVERAGE	100%	TBD	TBD

PARKING SUMMARY			
USE	UNITS	SPACES REQUIRED	PROPOSED
LOT 1B	45	1 SPACE / DWELLING UNIT (EXCLUSIVELY FOR & OCCUPANCY RESTRICTED) = 45 SPACES	5
LOT 1C	45	1 SPACE / DWELLING UNIT (EXCLUSIVELY FOR & OCCUPANCY RESTRICTED) = 45 SPACES	5
-	-	INCREASE OF 5% (OF 90 SPACES) TO ALLOW FOR VISITORS = 5 SPACES	-
ADA (8'x18')	-	-	10
TOTAL SPACES	-	95	10
ADDITIONAL SPACES NEEDED IN PARKING GARAGE	-	-	85



BIDDEFORD FIRETRUCK	
Overall Length	46.750ft
Overall Width	8.500ft
Overall Body Height	9.851ft
Min Body Ground Clearance	0.920ft
Track Width	8.333ft
Lock-to-lock time	6.00s
Max Wheel Angle	45.00°



PERMITTING
NOT ISSUED FOR
CONSTRUCTION

SITE PLAN

PEARL STREET, BIDDEFORD, MAINE
LOT 1B REDEVELOPMENT
CLIENT/OWNER OF RECORD:
WESTBROOK DEVELOPMENT CORPORATION
30 LIZA HARMON DRIVE, WESTBROOK, ME. 04092

R N
ENGINEERING, INC.

PO BOX 3372, PORTLAND MAINE 04101
ACORN ENGINEERING, INC.
(207) 775-2655

LINE:	1124_CIVIL
LINE:	1124
SCALE:	AS NOTED
DESIGNED BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS

DRAWING NO.

C-10

GENERAL NOTES:

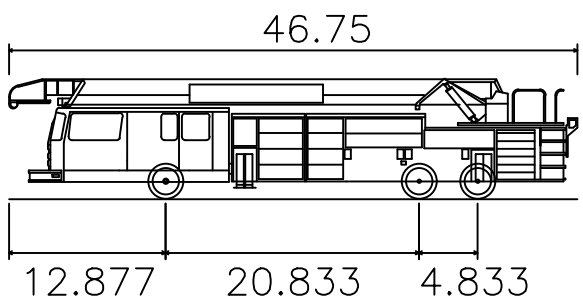
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5. ALL RAMPS TO CONFORM TO ADA GUIDELINES. SLOPE SHALL NOT EXCEED 1 INCH PER FOOT.
6. ALL SITE SIGNAGE TO COMPLY WITH MUTCD STANDARDS. CONTRACTOR TO COORDINATE AND INSTALL.
7. FOLLOWING COMPLETION OF CONSTRUCTION, THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND MANAGEMENT OF DRIVEWAYS, SITE LIGHTING, TRASH REMOVAL AND SNOW REMOVAL.

PLAN REFERENCES:

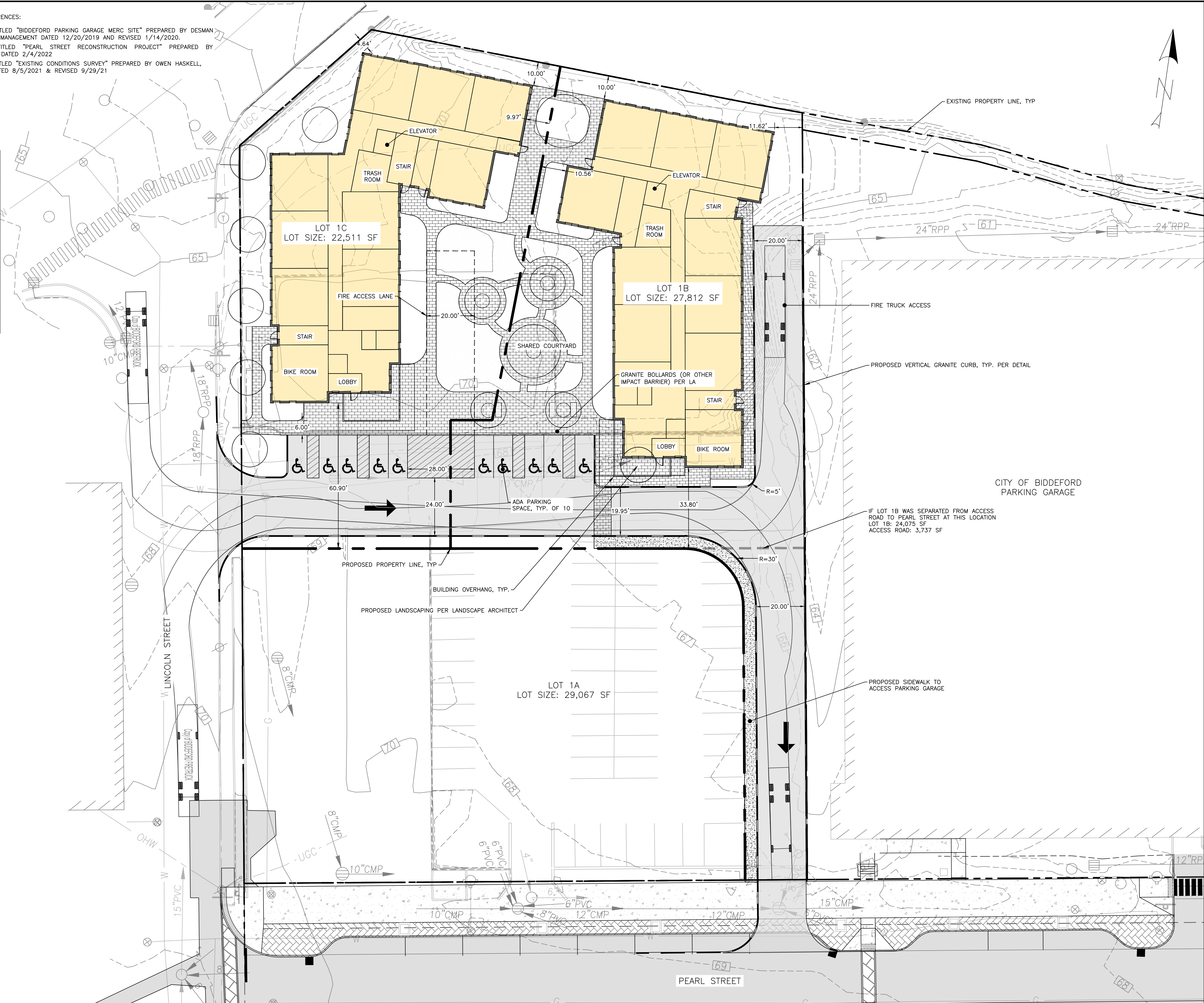
1. PLAN TITLED "BIDDEFORD PARKING GARAGE MERC SITE" PREPARED BY DESMAN DESIGN MANAGEMENT DATED 12/20/2019 AND REVISED 1/14/2020.
2. PLAN TITLED "PEARL STREET RECONSTRUCTION PROJECT" PREPARED BY SEWALL DATED 2/4/2022
3. PLAN TITLED "EXISTING CONDITIONS SURVEY" PREPARED BY OWEN HASKELL, INC. DATED 8/5/2021 & REVISED 9/29/21

SPACE AND BULK STANDARDS			
ZONE:	REQUIRED (MSRD3)	PROPOSED LOT 1C	PROPOSED LOT 1B
MINIMUM LOT SIZE	NONE	22,511 SF	27,812 SF
MINIMUM STREET FRONTAGE	NONE	320 FT	35 FT
MINIMUM FRONT YARD SETBACK	NONE	4.64 FT	33.80 FT
MINIMUM REAR YARD SETBACK	NONE	10 FT	10 FT
MINIMUM SIDE YARD SETBACK	NONE	10 FT	11.62 FT
MINIMUM BUILDING HEIGHT	MIN. 2 STORIES OR 26 FEET	4 STORIES	4 STORIES
MINIMUM SHORE FRONTAGE	-	N/A	N/A
SACO RIVER SETBACK (INCLUDING PARKING AREAS)	-	> 200 FT	> 200 FT
SACO RIVER NO-CUT ZONE (SRCC)	-	N/A	N/A
MAX LOT COVERAGE	100%	TBD	TBD

PARKING SUMMARY			
USE	UNITS	SPACES REQUIRED	PROPOSED
LOT 1B	45	1 SPACE / DWELLING UNIT (EXCLUSIVELY FOR & OCCUPANCY RESTRICTED) = 45 SPACES	5
LOT 1C	45	1 SPACE / DWELLING UNIT (EXCLUSIVELY FOR & OCCUPANCY RESTRICTED) = 45 SPACES	5
-	-	INCREASE OF 5% (OF 90 SPACES) TO ALLOW FOR VISITORS = 5 SPACES	-
ADA (8'X18')	-	-	10
TOTAL SPACES	-	95	10
ADDITIONAL SPACES NEEDED IN PARKING GARAGE	-	-	85



BIDDEFORD FIRETRUCK
Overall Length 46.75ft
Overall Width 12.877ft
Overall Body Height 20.833ft
Min Body Ground Clearance 4.833ft
Track Width 8.333ft
Lock-to-lock time 6.00s
Max Wheel Angle 45.00°

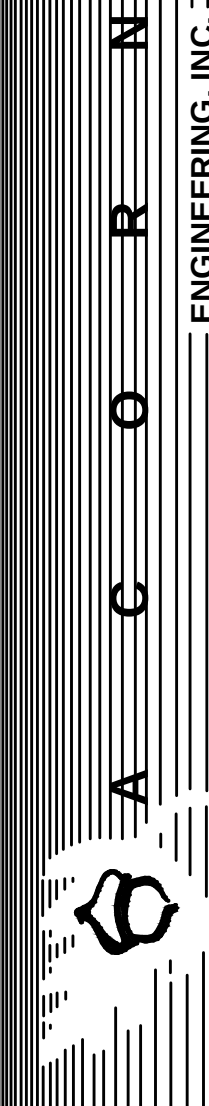


PERMITTING
NOT ISSUED FOR
CONSTRUCTION

ISSUED FOR
BY
DATE

SITE PLAN

PROJECT NAME/ADDRESS:
**LOT 1B REDEVELOPMENT
PEARL STREET, BIDDEFORD, MAINE**
CLIENT/OWNER OF RECORD:
WESTBROOK DEVELOPMENT CORPORATION
30 LIZA HARMON DRIVE, WESTBROOK, ME, 04092



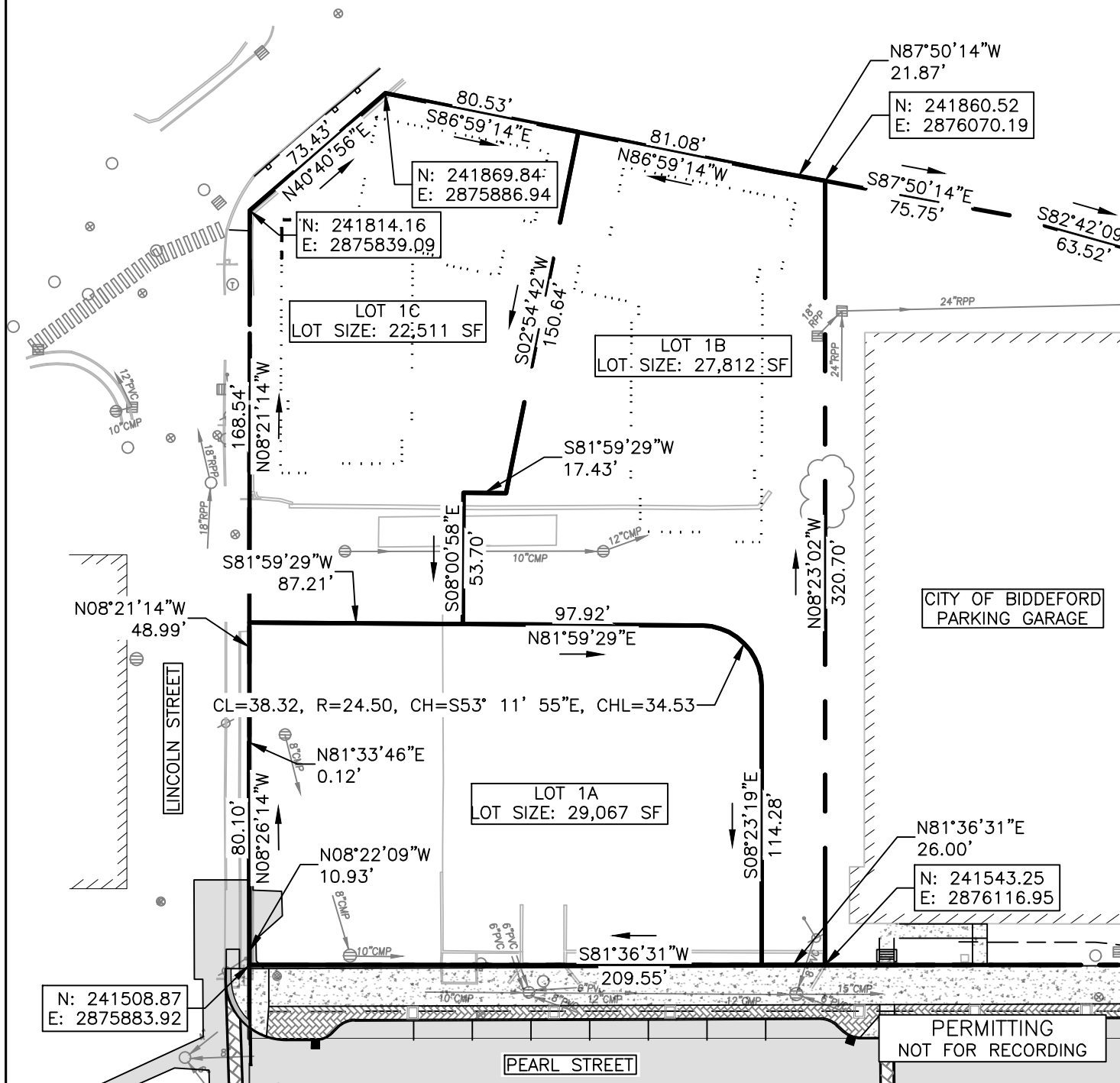
ACORN ENGINEERING, INC.
PO BOX 3372, PORTLAND MAINE 04101
(207) 775-2655
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR UNAUTHORIZED, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

FILE: 1124_CIVIL
JN: 1124
SCALE: AS NOTED
DESIGNED BY: PPH
DRAWN BY: ZMS
CHECKED BY: WHS

DRAWING NO.

C-10

1. PLAN TITLED "BIDDEFORD PARKING GARAGE MERC SITE" PREPARED BY DESMAN DESIGN MANAGEMENT DATED 12/20/2019 AND REVISED 1/14/2020.
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DRAWING NO.
EX

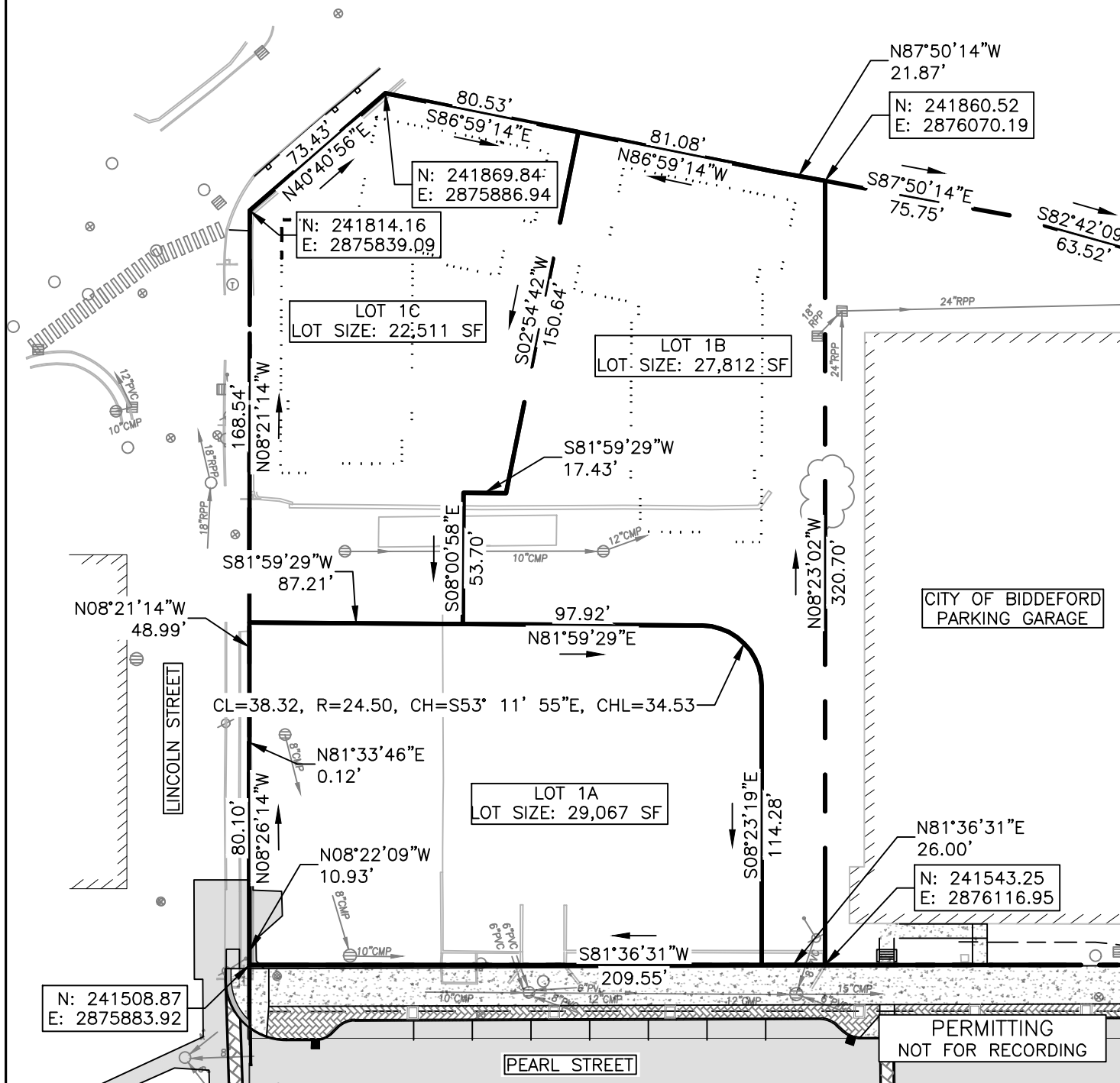
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DATE:	9/4/24
JN:	1124
SCALE:	1" = 60'
DESIGN BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS



CLIENT:
WESTBROOK DEVELOPMENT CORP.
WESTBROOK, MAINE

ISSUED FOR	BY
	DATE
SKETCH	PFH
	9/4/24

1. PLAN TITLED "BIDDEFORD PARKING GARAGE MERC SITE" PREPARED BY DESMAN DESIGN MANAGEMENT DATED 12/20/2019 AND REVISED 1/14/2020.
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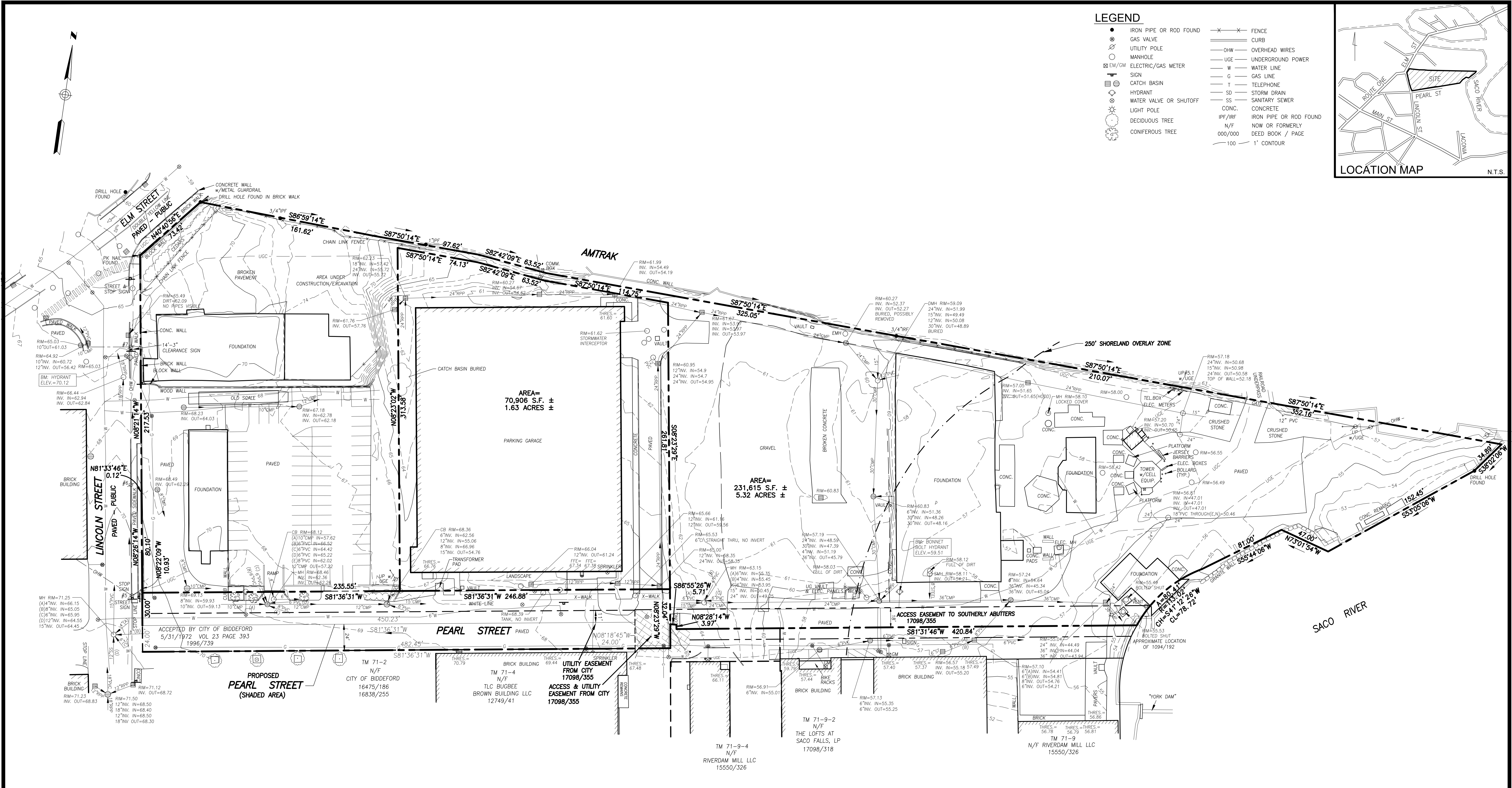
DRAWING NO.
EX

FILE:	1124_CIVIL
DATE:	9/4/24
JN:	1124
SCALE:	1" = 60'
DESIGN BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS

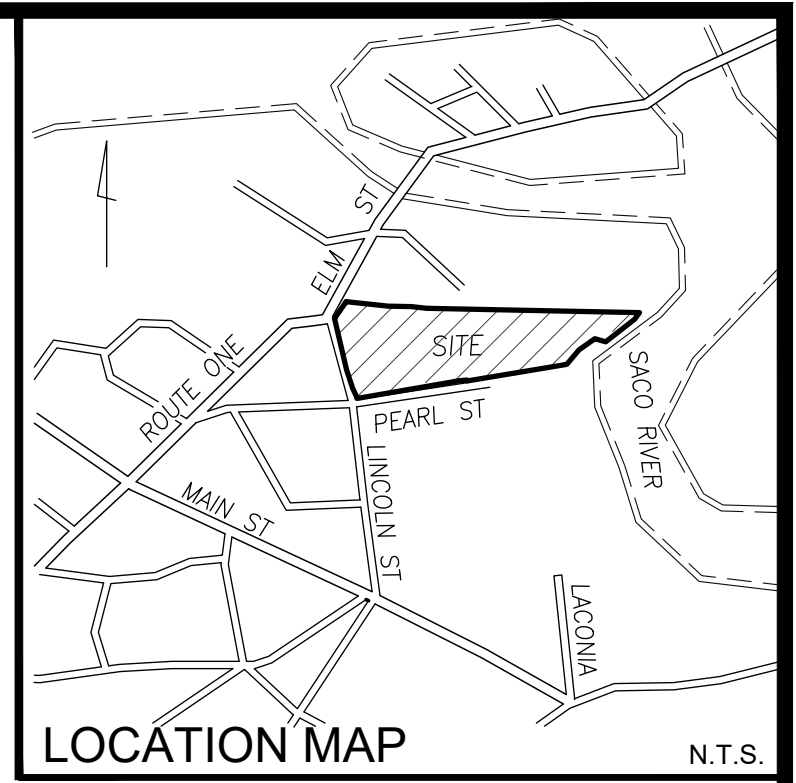


DRAWING NAME:	LOT 1 EXHIBIT
PROJECT NAME:	LOT 1B REDEVELOPMENT
CLIENT:	WESTBROOK DEVELOPMENT CORP. WESTBROOK, MAINE

[illegible]



- LEGEND**
- IRON PIPE OR ROD FOUND
 - ⊙ GAS VALVE
 - ⊙ UTILITY POLE
 - MANHOLE
 - ⊠ EM/GM
 - ⊠ SIGN
 - ⊠ CATCH BASIN
 - ⊠ HYDRANT
 - ⊠ WATER VALVE OR SHUTOFF
 - ⊠ LIGHT POLE
 - ⊠ DECIDUOUS TREE
 - ⊠ CONIFEROUS TREE
 - FENCE
 - CURB
 - OHW
 - UGE
 - W
 - G
 - T
 - SD
 - CONC.
 - IPF/IRF
 - N/F
 - 000/000
 - 100
 - OVERHEAD WIRES
 - UNDERGROUND POWER
 - WATER LINE
 - GAS LINE
 - TELEPHONE
 - STORM DRAIN
 - SANITARY SEWER
 - CONCRETE
 - IRON PIPE OR ROD FOUND
 - NOW OR FORMERLY
 - DEED BOOK / PAGE
 - 1' CONTOUR



PLAN REFERENCES

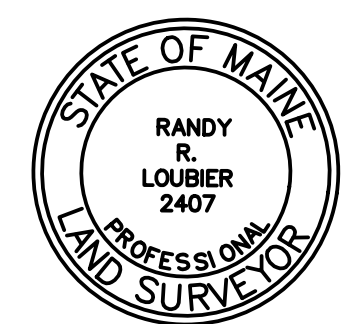
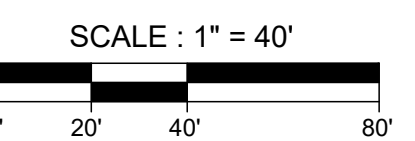
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GENERAL NOTES

- OWNER OF RECORD: CITY OF BIDDEFORD
TAX MAP 71 LOT 2
Y.C.R.D. BOOK 16838 PAGE 255
Y.C.R.D. BOOK 16475 PAGE 186
- BEARINGS ARE BASED ON MAINE STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83.
- ELEVATIONS ARE BASED ON NAVD 88 DATUM.

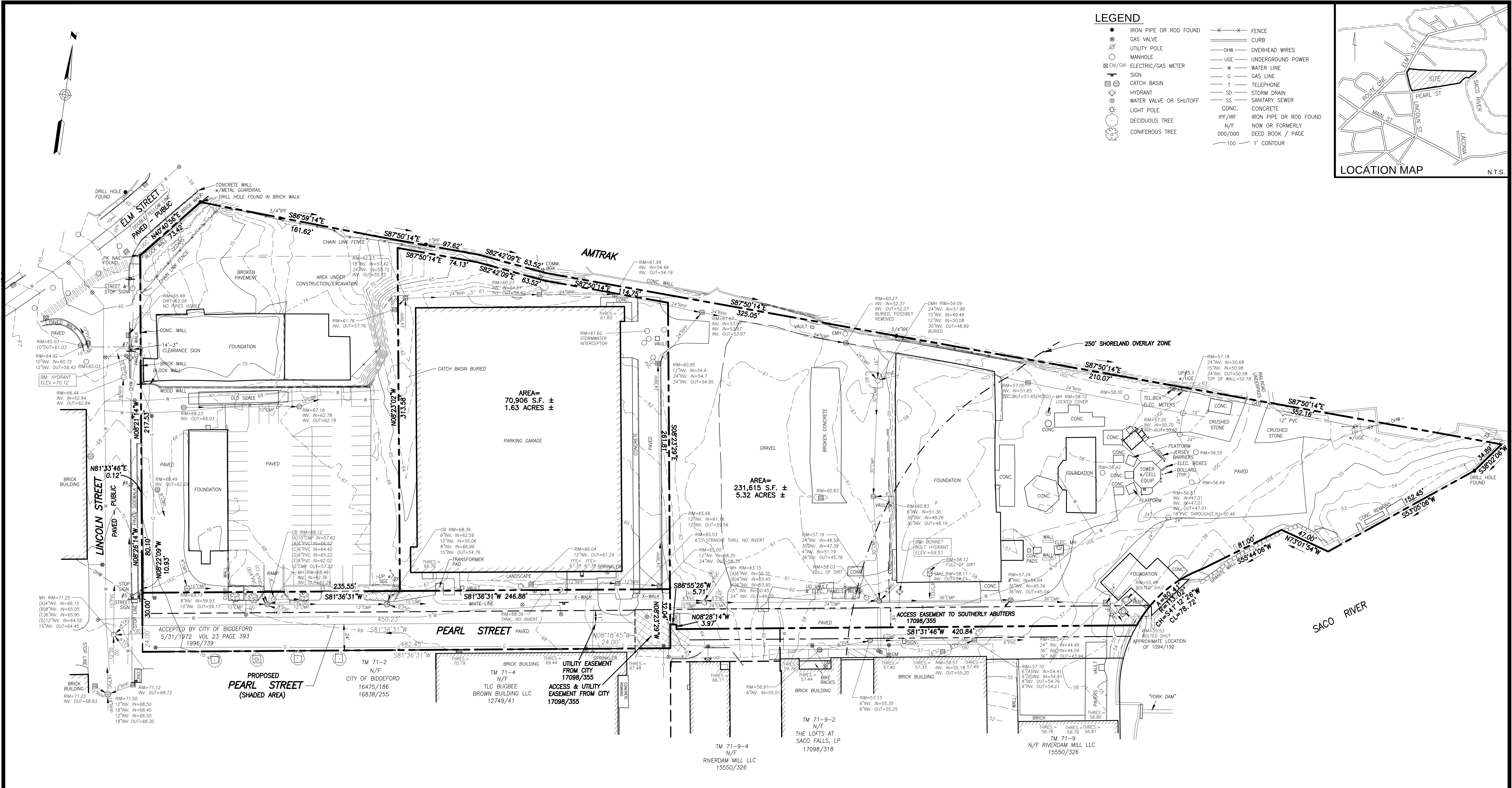
UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CALL 1-888-DIGSAFE AT LEAST THREE BUSINESS DAYS BEFORE PERFORMING ANY CONSTRUCTION. DUE TO OSHA CONFINED SPACE REQUIREMENTS, ALL INVERTS AND PIPE SIZES MUST BE VERIFIED PRIOR TO ANY CONSTRUCTION.

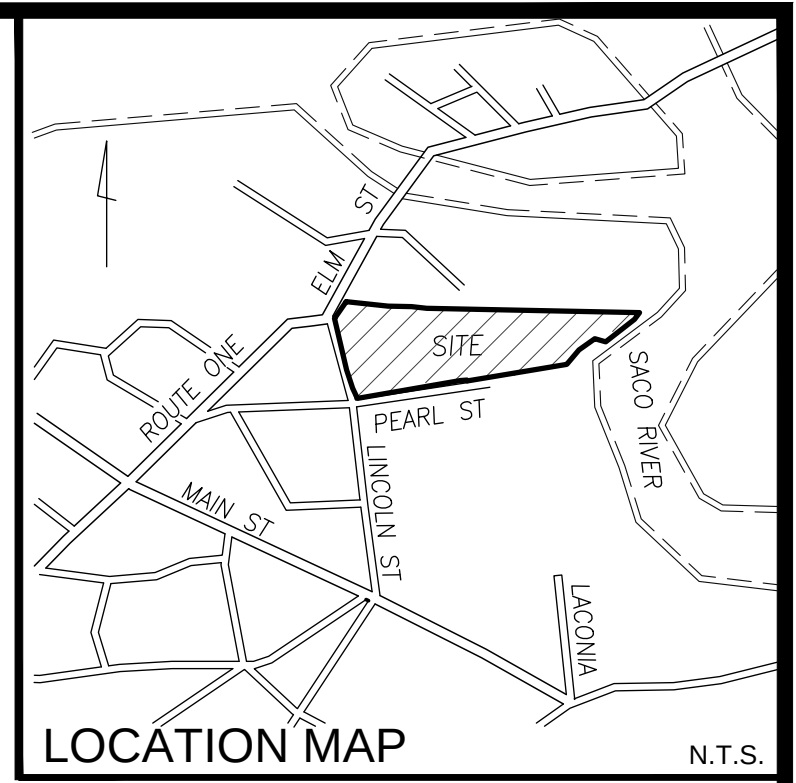


Randy R. Loubier
RANDY R. LOUBIER, PLS #2407

REV.1 9/29/21 REVISED PROPERTY LINE DISTANCE AT NW CORNER			
Existing Conditions Survey On Pearl Street, Biddeford, Maine Made for City of Biddeford 205 Main St. Biddeford, ME 04005			
OWEN HASKELL, INC. PROFESSIONAL LAND SURVEYORS 390 U.S. ROUTE ONE, UNIT 10, FALMOUTH, MAINE 04105			
DRAWN BY: RRL/JLW	DATE: AUGUST 5, 2021	JOB NO. 2021-168 B-Y	
CHECKED BY: RRL	SCALE: 1" = 40'	DRWG. NO. 1	



LEGEND	
●	IRON PIPE OR ROD FOUND
⊙	GAS VALVE
⊗	UTILITY POLE
○	MANHOLE
⊠	ELECTRIC/GAS METER
+	SIGN
⊕	CATCH BASIN
⊙	HYDRANT
⊗	WATER VALVE OR SHUTOFF
⊙	LIGHT POLE
⊙	DECIDUOUS TREE
⊙	CONIFEROUS TREE
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—	CURB
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—UG—	UNDERGROUND POWER
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—G—	GAS LINE
—T—	TELEPHONE
—SD—	STORM DRAIN
—SS—	SANITARY SEWER
CONC.	CONCRETE
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N/F	NOW OR FORMERLY
000/000	DEED BOOK / PAGE
—100—	1' CONTOUR



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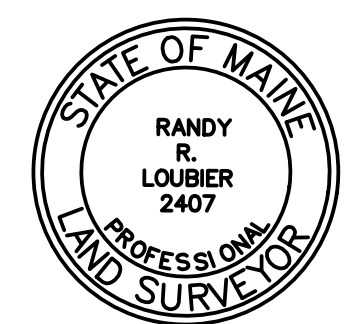
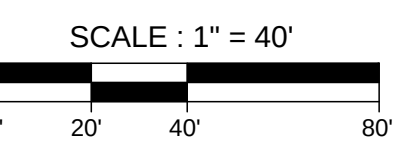
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CHECKED BY: RRL	SCALE: 1" = 40'	DRWG. NO. 1