

***City of Biddeford***  
**City Council**  
**January 07, 2021 6:00 PM Via ZOOM**  
**When: Jan 7, 2021 06:00 PM Eastern Time (US and Canada)**  
**Topic: City Council**

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- 1. Roll Call**
- 2. Adjustment(s) to Agenda**
- 3. Presentations:**
  - 3.a. Social Worker Position at Police Department
  - 3.b. PROTECT - A Research Study - presented by Dr. David Gagnon, PharmD, BCCCP, FCCM
- 4. Consideration of Minutes:**
  - 4.a. Council Meeting Minutes...December 15, 2020  
[12-15-2020 Council Meeting Minutes.docx](#)
- 5. Orders of the Day:**
  - 5.a. 2021.1) Amendment/Land Development Regulations/Various Articles/Marijuana Establishments Amendments  
[1-05-2021 Marijuana Establishments -ORDER.docx](#)  
[1-05-2021 Marijuana Establishments-MEMO.pdf](#)  
[1-05-2021 Marijuana Establishments Supporting Documents.pdf](#)
  - 5.b. 2021.2) Amendment/Land Development Regulations/Deletion of Contract Zone #8/John Conroy at 72 Hill Street and 37 Pool Street  
[1-05-2021 Deletion Contract Zone #8-ORDER.docx](#)  
[1-05-2021 Deletion Contract Zone #8-MEMO.pdf](#)  
[1-05-2021 Deletion of Contract Zone #8-Supporting Documents.pdf](#)
  - 5.c. 2020.115) Reconsideration: Amendment/Land Development Regulations/Art. V-Establishment of Zones/Allowance of Multi-Family Residential Uses in I-3 and B-2 Zones

- 12-15-2020 Multi-Family in I-3 and B-2 Zones.docx  
 12-15-2020 Multi-Family in I-3 and B-2 Zones-MEMO.pdf
- 5.d. 2021.3) Authorization/Purchase of Pickup Truck for Department of Public Works  
 1-05-2021 Pickup Truck-F-250 - ORDER.docx  
 1-05-2021 Pickup Truck-F250 Bid-Arundel Ford.pdf  
 1-05-2021 DPW Pickup Truck Purchase-MEMO.docx  
 1-05-2021 DPW Pickup Truck Purchase- BIDS.doc
- 5.e. 2021.4) Authorization/Purchase of Plow Truck/Freightliner of Maine, Inc.  
 1-05-2021 DPW Plow Truck Purchase-ORDER.docx  
 1-05-2021 DPW Plow Truck Purchase-MEMO.docx  
 1-05-2021 DPW Plow Truck Purchase-BIDS.doc
- 5.f. 2021.5) Authorization/\$1,500,000 Wastewater Treatment Plant Revenue Bond with Biddeford Savings  
 1-05-2021 Wastewater Revenue Bond-ORDER.doc  
 1-05-2021 Wastewater Revenue Bond-MEMO.docx  
 1-05-2021 Wastewater Revenue Bond-Demers Memo.doc  
 1-05-2021 Wastewater Bond Revenue Loan-Biddeford Savings Term Sheet.pdf  
 1-05-2021 Wastewater Bond Revenue Loan Quotes.xlsx
- 5.g. 2020.119) Remove from table: Authorization/ New Saco-Lowell Municipal Development and Tax Increment Financing (TIF) District  
 1-05-2021 Saco-Lowell TIF Agreement-ORDER-Clean Version.docx  
 1-05-2021 Saco Lowell TIF-MEMO.docx  
 1-05-2021 Saco-Lowell Credit Enhancement Agreement.docx  
 1-05-2021 Saco-Lowell JDA fully executed Agreement.pdf
- 5.h. 2021.6) Approval/Grant Matching Funds for Development of Cultural Plan/Reinholt Consulting, LLC  
 1-05-2021 Grant Match-Cultural Plan-ORDER.doc  
 1-05-2021 Grant Match-Maine Arts Comm Agreement.pdf  
 1-05-2021 Grant Match-Cultural Plan-MEMO.docx  
 1-05-2021 Grant Match-Cultural Plan-Reinholt Consulting.pdf  
 1-05-2021 Grant Match-Cultural Plan-Mayor Letter of Support.pdf
- 5.i. 2021.7) Approval/Award of 3-Year CDBG Contract for Rehabilitation Specialist Services  
 1-05-2021 Housing Rehab Consulting Services Contract Award-ORDER.docx  
 1-05-2021 Housing Rehab Consulting Services MEMO.docx  
 1-05-2021 Housing Rehab Consulting Services Proposals and Scoring Sheets.pdf  
 1-05-2021 Rehab Consulting Serv-Cost Estimate.pdf
- 5.j. Committee-of-the-Whole: Upgrades to City Theater for Possible Venue for Public Meetings  
 1-05-2021 Comm of Whole-City Theater Upgrades for Public Meetings.pdf
- 6. Appointments:**
- 6.a. Graham Ganz...Harbor Commission  
 1-05-2021 Appt-Ganz-Harbor Commission.docx  
 1-05-2021 Comm App-Ganz-Harbor Commission.pdf
- 6.b. David Morissette...Shellfish Conservation Committee

7. **Public Addressing the Council..(5 minute limit per speaker; 30 minute total time limit)**
8. **City Manager Report**
9. **Other Business**
10. **Council President Addressing the Council**
11. **Mayor Addressing the Council**
12. **Adjourn**

**COUNCIL MEETING  
DECEMBER 15, 2020**

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

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

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

William Emhiser and Robert Quattrone, Jr. were excused.

There were no adjustments to the agenda.

**Presentation: Update from Maine Water**

Richard Knowlton of Maine Water gave an overview of the proposed Saco River Drinking Water Treatment Facility, and informed the Council that Maine Water intends to go to the Public Utilities Commission in January 2021 to gain permission to adjust water rates for Maine Water customers. Major points regarding the new infrastructure investment include:

- The new facility replaces one built in 1884 and renovated in 1936. Further renovations to the existing plant, located in the flood plain of the Saco River, are not cost effective.
- The new facility is designed to last into the next century: improved energy and process efficiencies, reducing operating costs, improved reliability and flood resilient.
- The new technologies and efficiencies gained to create a more carbon-friendly footprint benefitting the environment and local community.

**Recognition: Spirit of America Volunteer of the Year 2020 – Holly Culloton**

Mayor Casavant recognized Holly Culloton as a *Spirit of America Volunteer of the Year*. Holly is recognized for her advocacy for social justice, beautifying our downtown, and her energies in our parks and community gardens. Overall, Holly is there whenever and wherever she is needed and her volunteer efforts have benefited the City immensely.

**Public Hearing: 10<sup>th</sup> Amendment to the Rte. 111-Mill Redevelopment Municipal Development & TIF District**

City Manager, James Bennett gave an explanation of what the 10<sup>th</sup> Amendment means: namely, it separates out the Saco-Lowell property from this TIF District; and it asks to allow the City to fund more and different items than those already approved in the TIF.

The Chair opened the public hearing at: 6:34 p.m.

Louise Merriman, representing the *Friends of the Biddeford Mill Clock Tower*, asked that the Mill Clock Tower be placed in the Pearl Street Park for the community to appreciate and learn of its history.

Jason Litalien, resident of Ward 3, could not find the credit enhancement portion of this amendment. He does not agree with the credit enhancements and disagrees that developers should be paid to come to Biddeford.

Mayor Casavant reminded folks that this is about the TIF District, not the credit enhancement.

The public hearing was closed at: 6:38 p.m.

**Public Hearing: New Saco-Lowell Municipal Development and TIF District**

The Chair opened the public hearing at: 6:38 p.m.

Jason Litalien, resident of Ward 3, feels that the credit enhancement does need to be a part of this discussion as it is part of the provided documents.

The public hearing was closed at: 6:38 p.m.



Consideration of Minutes: **November 17, 2020**

Motion by Councilor Ready, seconded by Councilor Clearwater to accept the minutes as printed.  
Vote: Unanimous.

*Second Readings:*

{For a copy of the ordinance amendments and first readings, see the council meeting minutes of November 17, 2020}

**2020.110) Amendment/Ch. 2, Administration/Art. V, Finance/Sec. 2-340-Sole source procurement/Update “Purchasing Agent” Language**

Motion by Councilor McCurry, seconded by Councilor Lessard to grant the second reading of the ordinance amendment.

Vote: Unanimous.

**2020.84) Amendment/Ch. 2, Administration/Sec. 2, Division 12-Police Advisory Committee/Various Amendments**

Motion by Councilor McCurry, seconded by Councilor Lessard to grant the second reading of the ordinance amendment.

Vote: 5/2; Councilors Ready and Lessard opposed.

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

Motion carries.

*Orders of the Day:*

**2020.115** **IN BOARD OF CITY COUNCIL..DECEMBER 15, 2020**  
**BE IT ORDAINED** by the City Council of Biddeford, Maine to amend the Code of Ordinances of the City of Biddeford as follows:

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

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

e. Industrial Zones

- I-3: Is a gateway zone for a major entrance to the City, as such, appearance of structures and properties is a major consideration in the Planning Board's review process. Land use proposals in this area must meet more stringent design and landscaping standards; facades of new or rehabilitated structures shall be of brick or stone, other materials may be considered on a case-by-case basis; residential styled structures may be allowed on a case-by-case basis. The general zone allows for a mix of land uses, a mixture of commercial and industrial uses. Exterior storage and display is prohibited except on those parcels of land that abut Pomerleau Street but do not abut either Barra Road or Alfred street (Route 111). Residential uses are not permitted on the ground floor or the first floor of any building or structure within 300 feet of Alfred Street (Route 111). Residential uses are also not permitted above off-street parking lots or facilities.
- B-2: These are highway-oriented mixed usecommercial areas. Residential development is prohibited from this zone. Residential uses are not permitted on the ground floor or the first floor of any building or structure within 300 feet of Route 1 (Elm Street). Residential uses are also not permitted above off-street parking lots or facilities.

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

KEY:

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

|                                                                                | Article VI<br>Section | I-3           | B-2          |
|--------------------------------------------------------------------------------|-----------------------|---------------|--------------|
| <b>Residential uses:</b>                                                       |                       |               |              |
| Accessory dwelling unit* 27                                                    | 78                    |               |              |
| Accessory structure*                                                           | 2                     | P             | P            |
| Boarding, rooming house*                                                       | 10                    |               |              |
| Bed-and-breakfast*                                                             | 9                     |               |              |
| Cluster development*                                                           | 18                    |               |              |
| Congregate housing*                                                            | 19                    |               |              |
| Duplex/2-family                                                                | 24                    |               |              |
| Home occupation*                                                               | 38                    | <u>C5</u>     | <u>C5</u>    |
| Manufactured housing*                                                          |                       |               |              |
| Mobile home park*                                                              |                       |               |              |
| Multifamily dwelling*                                                          | 47                    | <u>P5</u>     | <u>P5</u>    |
| Planned unit developments*                                                     | 73                    |               |              |
| Single-family dwelling 11                                                      | 2                     |               |              |
| <b>Commercial uses:</b>                                                        |                       |               |              |
| Adult business                                                                 | 3                     |               | C17          |
| Amusement center*                                                              | 5                     |               | C            |
| Art gallery                                                                    |                       |               |              |
| Art studio                                                                     |                       |               |              |
| Auto body shops                                                                |                       | <u>C6</u>     |              |
| Automobile graveyard, automobile recycling business, junkyard*                 | 7                     |               |              |
| Automobile repair, sales                                                       |                       | <u>C6</u>     | <u>P6</u>    |
| Boat building, repair, marine services, sales, boat livery, marina, yacht club |                       | <u>C6</u>     | <u>P6</u>    |
| Building materials retail sales                                                |                       | P             | P            |
| Carwash*                                                                       | 14                    | <u>A6</u>     | <u>C6</u>    |
| Commercial gardening, commercial greenhouse*                                   | 17                    |               | P            |
| Commercial recreation*                                                         | 18                    | C             | C            |
| Commercial school*                                                             | 53                    | P             | P            |
| Drugstore/medical supply                                                       |                       | P             | P            |
| Financial institution                                                          |                       | P             | P            |
| Firewood processing*                                                           | 33                    |               |              |
| Fisheries processing, storage*                                                 | 34                    |               |              |
| Funeral parlor                                                                 |                       | P             | P            |
| Gasoline service station*                                                      | 36                    | <u>C6</u>     | P            |
| Hotel/motel*                                                                   | 40                    | P             | P            |
| Indoor theater                                                                 |                       | P             | P            |
| Kennel, veterinary hospital*                                                   | 42                    | P             | P            |
| Medical marijuana dispensaries                                                 |                       | C23, <u>6</u> |              |
| Medical marijuana growing facilities                                           |                       |               |              |
| Neighborhood convenience store                                                 |                       | P             | P            |
| Off-street loading and parking lot and facilities, commercial parking garage   | 49                    | <u>A6</u>     | P9, <u>6</u> |
| Offices, business and professional*                                            | 52                    | P             | P            |
| Planned unit developments*                                                     | 73                    |               | C            |
| Publishing, printing                                                           |                       | P             | P            |
| Restaurant*                                                                    | 56                    | P             | P            |
| Retail store                                                                   |                       | P             | P            |

|                                                |       |       |        |
|------------------------------------------------|-------|-------|--------|
| Sawmill*                                       | 33    |       |        |
| Services                                       |       | P     | P      |
| Shopping center                                |       | C     | C      |
| Telecommunications facilities                  | 71    | C6    |        |
| Wholesale business                             |       | P     | P      |
| <b>Industrial uses:</b>                        |       |       |        |
| Air transportation related use                 |       |       |        |
| Air transportation dependent use*              |       |       |        |
| Airport                                        | 4     |       |        |
| Bulk oil terminal*                             | 41    |       |        |
| Contractor's storage yard                      |       |       |        |
| Demolition disposal*                           | 23    |       |        |
| Experimental research and testing laboratory   | 29    | C     | C      |
| Light manufacturing*                           | 41    | P6    | C6     |
| Light trucking dependent industry*             | 41    | C6    | C6     |
| Manufacturing*                                 | 41    | C6    |        |
| Planned unit developments*                     | 73    | C     |        |
| Resource recovery facility                     |       |       |        |
| Recycling facilities                           | 76    |       |        |
| Redemption centers                             |       |       | C6     |
| Storage of bulk gaseous fuels*                 | 41    | P6    |        |
| Transportation facilities                      |       | C14,6 |        |
| Trucking, distribution terminal*               |       | C6    | C6     |
| Warehousing and storage*                       | 60    | A     | P      |
| Self-storage facilities*                       | 60    | C     | C25,26 |
| <b>Educational, institutional public uses:</b> |       |       |        |
| Addiction treatment facility 22                |       |       |        |
| Church, synagogue*                             |       |       | C      |
| Civic, convention centers                      |       | C6    | C6     |
| Community centers, clubs                       |       | C     | C      |
| Day care center, adult                         | 22    | P     | P      |
| Day care home, adult                           | 22    |       | C      |
| Day care home, children's                      | 22    |       | C      |
| Day care center, children's                    | 22    | C     | C      |
| Essential services                             | 27    | C     | C      |
| Fire, police station                           |       | P     | P      |
| Group homes, hospice                           | 19    |       | P      |
| Hospital*                                      | 39    |       |        |
| Municipal use                                  | 47.1  | P     | P      |
| Museum, library                                |       | C     | P      |
| Nursing home*                                  | 39    |       |        |
| Public and private schools*                    | 53    |       | C      |
| Public facility                                |       | P     | P      |
| Rehabilitation facility                        |       |       |        |
| University/college*                            |       | C     |        |
| University uses*                               |       | C     |        |
| Water supply system                            |       | C     | C      |
| <b>Outdoor, resource-based uses:</b>           |       |       |        |
| Agriculture*                                   | 3, 31 |       |        |
| Agricultural products processing and storage*  | 3, 31 |       |        |

|                                      |      |   |      |
|--------------------------------------|------|---|------|
| Animal breeding or care              | 42   |   |      |
| Campground*                          | 13   |   |      |
| Cemetery                             | 14.1 |   |      |
| Extractive industry*                 | 30   |   | P2,6 |
| Farm stands* 13                      | 31   |   |      |
| Timber harvesting                    | 64   |   |      |
| Golf course excluding miniature golf |      |   |      |
| Parks and recreation*                |      | P | P    |

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

Motion by Councilor Ready, seconded by Councilor Lessard to grant the first reading of the ordinance amendment.  
Vote: All Opposed.  
Motion fails.

**2020.116** **IN BOARD OF CITY COUNCIL..DECEMBER 15, 2020**  
**BE IT ORDERED**, that the City Council of the City of Biddeford does hereby authorize awarding the upgrade of the boiler system in the City Hall building to Jim Godbout Plumbing & Heating, Inc. of Biddeford, Maine in the amount of \$81,920.00, which reflects Option 2 of the proposal. This project is funded in the heating system fund of the FY19 CIP carry forward funds – 22001-60904.

NOTE: The Finance Committee will consider this item at their December 15, 2020 meeting.

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

**2020.117** **IN BOARD OF CITY COUNCIL..DECEMBER 15, 2020**  
**BE IT ORDERED**, that the City Council of the City of Biddeford does hereby authorize the purchase of two(2) Super T4A3-B Pumps and related equipment from Hayes Pump, Inc. for the Bernard Avenue Sewer Pump Station, in the amount of \$19,570.00. This project will be funded out of account 35102-60602 – Equipment Purchase.

NOTE: The Finance Committee will consider this item at their December 15, 2020 meeting. Despite the amount of the project, this item needs to be considered by the City Council due to the fact that it is a sole source item.

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

**2020.118** **IN BOARD OF CITY COUNCIL...DECEMBER 15, 2020**  
**Tenth Amendment to the Rte 111-Mill Redevelopment Municipal Development and Tax Increment Financing District (to be re-named to Rte 111-Mill Redevelopment Transit-Oriented Municipal Development and Tax Increment Financing District)**

**WHEREAS**, the City of Biddeford (the “City”) is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to amend the **Rte 111-Mill Redevelopment Transit-Oriented Municipal Development and Tax Increment Financing District** (the “Rte 111-Mill District”) Development Program (as amended, the "Rte 111-Mill Development Program"); and

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

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

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

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

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

**ORDERED AS FOLLOWS:**

**Section 1.** The City of Biddeford hereby approves the Tenth Amendment to the Rte 111-Mill Redevelopment Transit-Oriented TIF District and Development Program; such amendment to be pursuant to the following findings, terms, and provisions:

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

a. This amendment to the Rte 111-Mill Development Program will not result in the Rte 111-Mill District falling out of compliance with any of the conditions of 30-A M.R.S.A. Section 5223(3); and

b. The Rte 111-Mill District and the Rte 111-Mill Development Program will make a contribution to the economic growth and well being of the City of Biddeford and the surrounding region, and will contribute to the betterment of the health, welfare and safety of the inhabitants of the City of Biddeford, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose. The City has considered all evidence, if any, presented to it with regard to any adverse economic effect on or detriment to any existing business and has found and determined that such adverse economic effect on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the Ninth Amendment to the Rte 111-Mill Development Program.

**Section 3.** Pursuant to the provisions of 30-A M.R.S.A. § 5227, the percentage of increased assessed value to be retained as captured assessed value in accordance with the Rte 111-Mill Development Program is hereby established as set forth in the Rte 111-Mill Development Program.

**Section 4.** The City Manager, or his duly appointed representative, is hereby authorized, empowered and directed to submit the proposed Tenth Amendment to the Rte 111-Mill Development Program for the Rte 111-Mill District to the Department for review and approval pursuant to the requirements of 30-A M.R.S.A. § 5226.

**Section 5.** The foregoing adoption of the Tenth Amendment to the Rte 111-Mill Development Program for the Rte 111-Mill District shall automatically become final and shall take full force and effect upon receipt by the City of approval of the by the Department, without requirement of further action by the City, the City Council, or any other party.

**Section 6.** The City Manager, or his duly appointed representative, is hereby authorized and empowered, at his discretion, from time to time, to make such revisions to the Tenth Amendment to the Rte 111-Mill Development Program for the Rte 111-Mill District as the City Manager, deems reasonably necessary or convenient in order to facilitate the process for review and approval of the Rte 111-Mill District by the Department, or for any other reason, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Rte 111-Mill Development Program.

**Dated: December 15, 2020**

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

Richard Rhames, resident from Ward 3, stated that he generally opposes TIFs and credit enhancements. He recalled that the Maine Energy incinerator was once located on Lincoln Street and because of that, development did not exist in that area. He’s pleased to see the current development now that Maine Energy is gone; however, he would like to see the City have a real conversation about allocating TIF funds in realistic amounts for things that benefit all everyone.

Councilor McCurry noted that the TIF District, according to the paperwork provided, goes until the year 2034 and expressed concern about a slated 20-year TIF being completed in fourteen years. City Manager, James Bennet explained that the Council is being asked to consider two different items in this 10<sup>th</sup> Amendment: (1) asking for the ability to use TIF funds for other and different uses than are already approved in the current TIF District; and (2) to remove the land that the Saco-Lowell Building is on out of the Rte. 111 Mill Redevelopment TIF District. Councilor McCurry then asked how long the proposed new Saco-Lowell TIF is scheduled to go for. Mr. Bennett answered that it is scheduled for 20 years.

Councilor Ready asked for further clarification on what the Council is being asked to approve; specifically, that this TIF Amendment asks for the ability to fund other items not already included in the TIF; and only removes the Saco-Lowell property from this TIF District. The City Manager concurred.

Raymond Cronkhite, resident of Ward 1, stated that he is opposed to the City entering into any TIFs or credit enhancements because the property was stolen from him in fraudulent and corrupt ways, and he claimed to have evidence to this point.

Vote on 10<sup>th</sup> Amendment to the Rte. 111-Mill Redevelopment Municipal Development & Tax Increment Financing (TIF) District: Unanimous.

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

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

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

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

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

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

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

**ORDERED AS FOLLOWS:**

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

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

- a. At least twenty-five percent (25%), by area, of the real property within the Saco-Lowell District, as hereinafter designated, is suitable for commercial uses; and
- b. The total area of the Saco-Lowell District does not exceed two percent (2%) of the total acreage of the City, and the total area of all existing and proposed development districts within the City (including the Saco-Lowell District) does not exceed five percent (5%) of the total acreage of the City; and

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

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

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

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

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

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

**Dated: December 15, 2020**

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

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

Vote to table: Unanimous.

**2020.120 IN BOARD OF CITY COUNCIL..DECEMBER 15, 2020**  
**BE IT ORDERED**, that the City Council of the City of Biddeford does hereby authorize the remaining payments allocated in the FY21 Municipal Service Budget.

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

Vote: 4/3; Councilors McCurry, St. Cyr and Lessard opposed.

Councilors Clearwater, Belanger, Ready and Ortiz in favor.

Motion carries.

*Appointments:*

**IN BOARD OF CITY COUNCIL...DECEMBER 15, 2020**  
**ORDERED**, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby re-appoint:

**Frederick Oliver**  
**316 Granite Street**  
**Ward 3**

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

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

**IN BOARD OF CITY COUNCIL...DECEMBER 15, 2020**  
**ORDERED**, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby  
re-appoint:

**Dean Tourigny**  
**12 Thatcher Brook Lane**  
**Ward 6**

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

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

**IN BOARD OF CITY COUNCIL...DECEMBER 15, 2020**  
**ORDERED**, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby  
re-appoint:

**Charles Drapeau**  
**8 Cherryfield Avenue**  
**Ward 3**

to the *Biddeford Fire Advisory Committee*, for a term to expire in December 2025.

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

**IN BOARD OF CITY COUNCIL...DECEMBER 15, 2020**  
**ORDERED**, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby  
appoint:

**Carolyn Southwick as Chair of the Biddeford Police Advisory Committee**

The Chair will serve a 2-year term.

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

**IN BOARD OF CITY COUNCIL...DECEMBER 15, 2020**  
**ORDERED**, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby  
re-appoint:

**Andrew Barrs**  
**12 Seigny Avenue**  
**Ward 2**

to the *Biddeford Police Advisory Committee*, for a term to expire in December 2025.

**BE IT FURTHER ORDERED**, that Andrew Barrs be appointed as Vice Chair of the Biddeford  
Police Advisory Committee.

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

**IN BOARD OF CITY COUNCIL...DECEMBER 15, 2020**  
**ORDERED**, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby  
re-appoint:

**Susan Swanton**  
**110 Old Pool Road**  
**Ward 1**

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



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

**IN BOARD OF CITY COUNCIL...DECEMBER 15, 2020**  
**ORDERED**, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby  
appoint:

**Ari Brandstein**  
**6 Buckleys Court**  
**Ward 2**

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

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

**IN BOARD OF CITY COUNCIL...DECEMBER 15, 2020**  
**ORDERED**, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby  
re-appoint:

**Jeff Cabral**  
**50 Adams Street, #5**  
**Ward 5**

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

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

**IN BOARD OF CITY COUNCIL...DECEMBER 15, 2020**  
**ORDERED**, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby  
re-appoint:

**Spiros Droggitis**  
**2 Main Street, #35-201**  
**Ward 5**

to the *Planning Board*, for a term to expire in December 2023.

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

**IN BOARD OF CITY COUNCIL...DECEMBER 15, 2020**  
**ORDERED**, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby  
re-appoint:

**Timothy Stebbins**  
**29 Harold Avenue**  
**Ward 3**

to the *Recreation Commission*, for a term to expire in December 2025.

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

**IN BOARD OF CITY COUNCIL...DECEMBER 15, 2020**  
**ORDERED**, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby  
re-appoint:

**Roland Pelletier**  
**10 Debbie Avenue**  
**Ward 3**

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

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

**IN BOARD OF CITY COUNCIL...DECEMBER 15, 2020**  
**ORDERED**, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby  
re-appoint:

**Bobby Mills  
10 Windsor Lane  
Ward 4**

to the *Zoning Board of Appeals*, for a term to expire in December 2023.

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

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

*City Manager Report:*

City Manager, James Bennett simply confirmed Councilor McCurry's tabling motion on Order 2020.119 that the item is tabled until there is a credit enhancement agreement in place (not a JDA as was said in the motion). Councilor McCurry agreed.

*Other Business:*

Councilor Lessard: provided clarification on his earlier comments during the Maine Water update, in particular, regarding the 250 acres of land that the current Maine Water Facility is on. He clarified that his intent was that there should be an opportunity to review what all the options are for that property and that the City have a seat at the table when the decision is made on what to do with the property.

Councilor Lessard looks forward to the day when the Council can meet in person again and actually be able to see each other. That said, he emphasized that this is the time for all of us to be vigilant in order to keep ourselves and others safe and healthy. He wished everyone good health and safety during the holidays and into 2021.

Councilor Belanger: gave a shout out to the Department of Public Works for all their efforts during winter weather events. He appreciates the extra hours they put in, including when they have to be away from their families during the holidays.

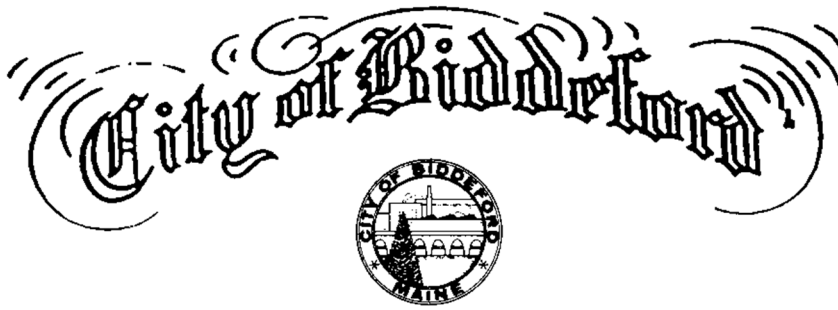
*Council President Addressing the Council*: Councilor McCurry encouraged folks to sign up for the parking ban alerts, which can be done via the City's website.  
He wished everyone a safe and happy holiday season, a Merry Christmas and better New Year!

*Mayor Addressing the Council*: Mayor Casavant expressed his pleasure at the success of the recent holiday event put on by the Heart of Biddeford. He was overwhelmed with the amount of people who showed up.  
He wished everyone a very Merry and careful Christmas!

Motion by Councilor McCurry, seconded by Councilor Lessard to adjourn.  
Vote: Unanimous.

Time: 7:55 p.m.

**Attest by:** \_\_\_\_\_  
**Carmen J. Morris, City Clerk**



2021.1

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

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

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

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

**MARIJUANA**

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

**MARIJUANA PRODUCT**

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

**MARIJUANA CONCENTRATE**

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

**MEDICAL MARIJUANA, MEDICAL**

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

**MARIJUANA, ADULT USE**

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

#### MARIJUANA ESTABLISHMENT

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

#### MARIJUANA CAREGIVER RETAIL STORE

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

#### MARIJUANA STORE, ADULT USE

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

#### MARIJUANA CULTIVATION OR CULTIVATE

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

#### MARIJUANA CULTIVATION FACILITY

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

#### MARIJUANA TESTING

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

#### MARIJUANA TESTING FACILITY

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

#### MARIJUANA PRODUCTS MANUFACTURING

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

#### **MARIJUANA PRODUCTS MANUFACTURING FACILITY**

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

#### **MEDICAL MARIJUANA CAREGIVER**

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

#### **MEDICAL MARIJUANA DISPENSARY**

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

#### **MEDICAL MARIJUANA GROWING FACILITY**

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

#### **MEDICAL MARIJUANA HOME PRODUCTION**

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

#### **MEDICAL MARIJUANA LAND USES**

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

#### **AGRICULTURE**

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

## COMMERCIAL GARDENING

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

## COMMERCIAL GREENHOUSE

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

## DRUG/MEDICAL SUPPLY STORE

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

## EXPERIMENTAL RESEARCH AND TESTING LABORATORY

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

## MANUFACTURING

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

### 1. LIGHT MANUFACTURING/INDUSTRY

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

### 2. HEAVY MANUFACTURING/INDUSTRY

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

## NEIGHBORHOOD CONVENIENCE STORE/SERVICE

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

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

## RETAIL BUSINESS

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

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

### KEY:

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

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

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

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

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

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



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

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

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

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

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

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

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



## Biddeford City Council

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**Meeting Date:** January 5, 2021

**Meeting Time:** 6:00 PM

**Agenda Item No:** 2021.1

**Item Description:** Marijuana Establishments Ordinance Amendments

**Submitted by:** Mathew Eddy, Director of Planning and Development

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

**Supporting Information/Documentation:**

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

**Key Terms:**

- Key terms are contained in the Council Order

**Executive Summary:**

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

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

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

**Detailed Review:**

- See above.

**Funding Source:**

- N/A

**Staff/Planning Board Recommendation:**

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



## City Council

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Meeting Date: October 6, 2020

Meeting Time: 6:00 p

Agenda Item No: Discussion Item

Item Description: Marijuana zoning Ordinance Referral to Planning Board

Submitted by: Mathew Eddy; Director, Planning and Development

### Supporting Information/Documentation:

- February 11 Meeting with City Council  
[https://docs.google.com/gview?url=https%3A%2F%2Fgranicus\\_production\\_attachments.s3.amazonaws.com%2Fbiddeford%2F42ba50743da7b037969ef4ffdaae44310.pdf&embedded=true](https://docs.google.com/gview?url=https%3A%2F%2Fgranicus_production_attachments.s3.amazonaws.com%2Fbiddeford%2F42ba50743da7b037969ef4ffdaae44310.pdf&embedded=true)
- April 18, 2019 Email from Roby Fecteau  
[https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/375160/6-11-2019\\_Workshop-Marijuana-Fecteau\\_Email-April\\_2019.pdf](https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/375160/6-11-2019_Workshop-Marijuana-Fecteau_Email-April_2019.pdf)
- June 11, 2019 – Council Workshop – 1.2 Adult Use Marijuana: State Rule Changes (timestamp 1:16:00) [https://biddeford.granicus.com/MediaPlayer.php?view\\_id=1&clip\\_id=551](https://biddeford.granicus.com/MediaPlayer.php?view_id=1&clip_id=551)
- Zoning Amendment Recommendations and Referral to Planning Board/Adult Use Marijuana White Paper - [https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/594989/Marijuana\\_White\\_Paper\\_-\\_May\\_2020.pdf](https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/594989/Marijuana_White_Paper_-_May_2020.pdf)

### Key Terms:

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

### State Definitions/locations of import:

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

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

#### Executive Summary:

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

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

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

##### 1. Changes to Definitions:

- a. **Replace Medical Marijuana Dispensary with:** “Caregiver retail store” means a store that has attributes generally associated with retail stores, including, but not limited to, a fixed location, a sign, regular business hours, accessibility to the public and sales of goods or services directly to a consumer, and that is used by a registered caregiver to offer marijuana plants or harvested marijuana for sale to qualifying patients.
- b. **Change the definitions Medical Marijuana and Medical Marijuana Caregiver, and by adding to the end of the last sentence:** “, consistent with Maine State Statute”.
- c. **Eliminate Medical Marijuana Home Production definition,** eliminating it as an accessory use.<sup>1</sup>
- d. Cultivation or cultivate means the planting, propagation, growing, harvesting, drying, curing, grading, trimming or other processing of marijuana. "Cultivation" or "cultivate" does not include manufacturing, testing or marijuana extraction.<sup>2</sup>
- e. Cultivation facility means a facility licensed under Maine Statute<sup>3</sup> to purchase marijuana plants and seeds from other cultivation facilities; to cultivate, prepare and package adult use marijuana; to sell

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

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

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

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

- f. Replace Medical Marijuana Growing Facility with: "Manufacturing" or "manufacture" means the production, blending, infusing, compounding or other preparation of marijuana and marijuana products, including, but not limited to, marijuana extraction or preparation by means of chemical synthesis. "Manufacturing" or "manufacture" does not include cultivation or testing.
  - g. Change the definition for Marijuana: "Marijuana" means the leaves, stems, flowers and seeds of a marijuana plant, whether growing or not. "Marijuana" includes marijuana concentrate but does not include hemp as defined by Maine Statute<sup>4</sup>.
  - h. **Replace Medical Marijuana Land Uses with:** "Marijuana establishment" means a cultivation facility, a products manufacturing facility, a testing facility or a caregiver retail store licensed under Maine State Statute. Under this definition, adult use retail stores are prohibited in the City of Biddeford.
  - i. Add: "Marijuana testing facility" means an entity licensed by the Maine Office of Marijuana and certified to test medical use marijuana, including concentrates and products containing marijuana, for research and development purposes and to analyze contaminants in, and the potency and cannabinoid profile of, marijuana samples and products containing marijuana cultivated in accordance with Maine Statute<sup>5</sup>
2. In Table A, Table of Land Uses, make the following changes:
    - a. Change Medical Marijuana Dispensaries to "Caregiver Retail Store"; continue to permit as a conditional use in the I3 zone, add as a conditional use in the I2 and I3 zones<sup>6</sup>.
    - b. Change Medical Marijuana Growing Facilities to "Marijuana Establishment"; continue to permit as a conditional use in the I2 and I3 zones, add to the I1 zone.
    - c. Add Marijuana Testing Facility to Table A, and permit as a conditional use in the I1, I2, I3 zones.
  3. Amend the performance standards, Section 77, Medical Marijuana, by replacing F and addressing odor concerns. Rename to "Marijuana Establishment" and add the following:

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

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

<sup>5</sup> 22 MRS, chapter 558-C.

<sup>6</sup> We can make this addition associated with a cultivation or manufacturing facility.

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

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

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

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

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

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

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

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

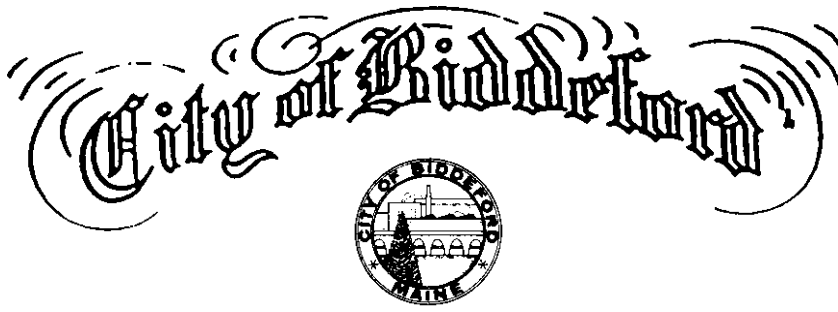
Funding Source:

N/A

Staff Recommendation:

Staff recommends referral to the Planning Board.





**2020.90**

**IN BOARD OF CITY COUNCIL. OCTOBER 6, 2020**

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

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

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

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

**October 6, 2020**

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

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

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

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

Motion to amend fails.

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

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

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

Motion to amend fails.

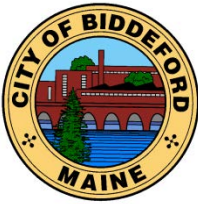
Vote on order, as originally written: 6/2; Councilors McCurry and Lessard opposed.

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

Motion carries.

**Attest by: \_\_\_\_\_**

**Carmen J. Morris, City Clerk**



## CITY OF BIDDEFORD

### Planning and Development Department

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

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

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

MOTIONS:

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

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

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

**MOTIONS:**

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

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

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

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

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

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

## 7. Other Business

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

## 8. Adjourn

Benway-Motion to adjourn

Angers-Second

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

Meeting Adjourned at 8:03 PM

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Planning Board Chair/Vice Chair

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Date

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



December 15, 2020

Members of the Biddeford Planning Board:

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

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

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

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

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

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



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

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

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

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

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

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

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

#### **Understanding the Building Envelope:**

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

can be caused by prevailing winds.

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

**Corrective Actions** (measures in existing areas):

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

**Proactive Measures** (measures in expansion areas):

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



additional Defender DXM-100 units.

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

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



**Scott Reed · President · 343 Gorham Rd. South Portland, Maine · 04106**  
**1-800-809-1464 · [Scott.Reed@curaleaf.com](mailto:Scott.Reed@curaleaf.com)**

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

December 16, 2020

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

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

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

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

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

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

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

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

December 16, 2020

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

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

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

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

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

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

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

# Maine Question 1 — Legalize Marijuana — Results: Approved

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

ANSWER

VOTES

PCT.

|     |         |       |
|-----|---------|-------|
| Yes | 381,768 | 50.3% |
| No  | 377,773 | 49.7  |

100% reporting (589 of 589 precincts)

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

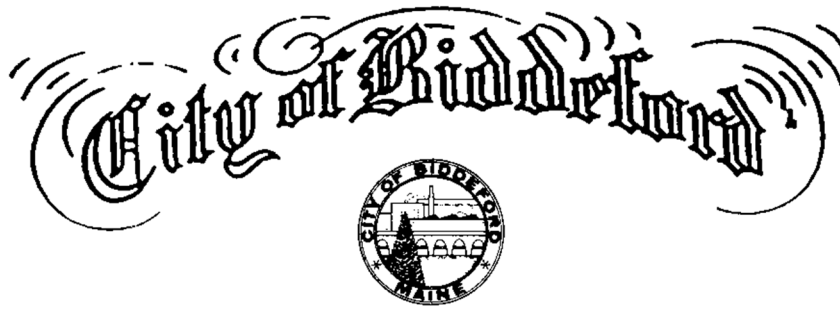
| Vote by town             | Yes | No |
|--------------------------|-----|----|
| Topsfield                | 42  | 79 |
| Moose River              | 26  | 93 |
| Wellington               | 50  | 68 |
| Highland Plt.            | 61  | 56 |
| Cary Plt.                | 36  | 81 |
| Gilead            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

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



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

[– Hide smaller townships](#)



**2021.2**

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

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



## Biddeford City Council

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**Meeting Date:** January 5, 2021

**Meeting Time:** 6:00 PM

**Agenda Item No:** 2021.2

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

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

### Supporting Information/Documentation:

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

### Key Terms:

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

### Executive Summary:

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

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

The subject properties are identified on the next page.



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

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

**Detailed Review:**

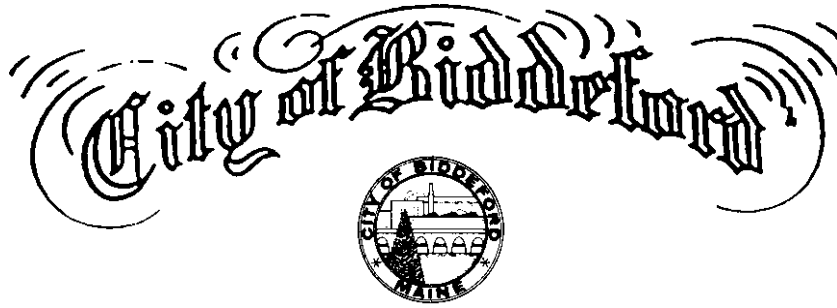
- See above.

**Funding Source:**

- N/A

**Staff/Planning Board Recommendation:**

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



**2020.106**

**IN BOARD OF CITY COUNCIL..NOVEMBER 17, 2020**

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

**November 17, 2020**

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

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

Vote: Unanimous.

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

Vote: Unanimous.

Vote on order, as amended: Unanimous.

**Attest by:** \_\_\_\_\_  
**Carmen J. Morris, City Clerk**

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

ATTORNEYS-AT-LAW

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

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

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Retired  
PETER L. EDMANDS  
MICHAEL J. O'TOOLE

December 11, 2020

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

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

**RE: Contract Zone #8**

Dear Greg:

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

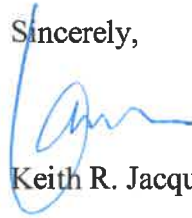
You have asked me to clarify the recommendations that the Planning Board may make to the City Council following the public hearing. As you know, contract zones are created by agreement between a property owner and the City. As such, since the property owner has requested that the contract zone be deleted,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

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

Greg Tansley, AICP  
December 11, 2020  
Page | 2

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

Sincerely,



Keith R. Jacques

KRJ/cem

cc: Alan Casavant, Mayor  
James Bennett, City Manager



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

WITNESS:

Maurice White

Maurice White

THE INHABITANTS OF THE  
CITY OF BIDDEFORD

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

JOHN CONROY

BY: John P. Conroy  
Owner, applicant

STATE OF MAINE  
YORK, SS.

Feb. 23, 2000

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

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

Printed name: MARCELLA J. FAUCHER

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

STATE OF MAINE  
YORK, SS

Feb. 23, 2000

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

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

Printed Name: MARCELLA J. FAUCHER

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

*John P. Conroy*

**Hillview Apartments**

**72 Hill Street # 105**

Biddeford, ME 04005

[jc72@maine.rr.com](mailto:jc72@maine.rr.com)

cell (207) 468-8602

home (207) 284-9348

work (207) 282-6300

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11/10/2020

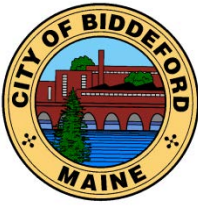
Mathew Eddy  
Director of Planning and Development  
Greg Tansley  
City Planner

Gentlemen:

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

Sincerely,

John Conroy



## CITY OF BIDDEFORD

### Planning and Development Department

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

### Planning Board Meeting Minutes (DRAFT)

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

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

**MOTIONS:**

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

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

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

**MOTIONS:**

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

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

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

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

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



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

## 7. Other Business

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

## 8. Adjourn

Benway-Motion to adjourn

Angers-Second

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

Meeting Adjourned at 8:03 PM

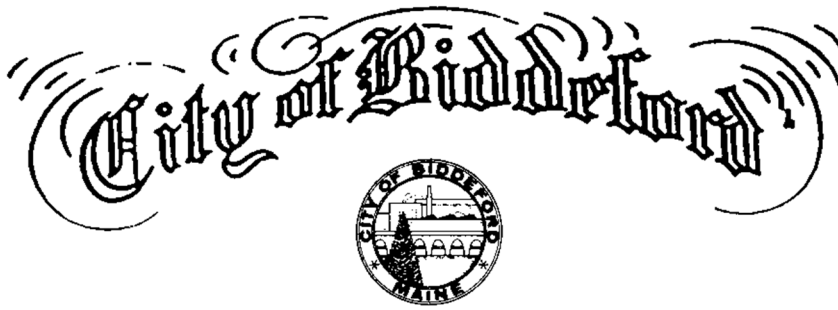
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Planning Board Chair/Vice Chair

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Date

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



**2020.115** **IN BOARD OF CITY COUNCIL..DECEMBER 15, 2020**  
**BE IT ORDAINED** by the City Council of Biddeford, Maine to amend the Code of Ordinances of the City of Biddeford as follows:

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

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

e. Industrial Zones

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

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

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

KEY:

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

P Permitted use.

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

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

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

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

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

**December 15, 2020**

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

Vote: All Opposed.

Motion fails.



## Biddeford City Council

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**Meeting Date:** December 15, 2020

**Meeting Time:** 6:00 PM

**Agenda Item No:** 2020.115

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

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

**Supporting Information/Documentation:**

- See Attached Council Order.

**Key Terms:**

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

**Executive Summary:**

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



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

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



**Detailed Review:**

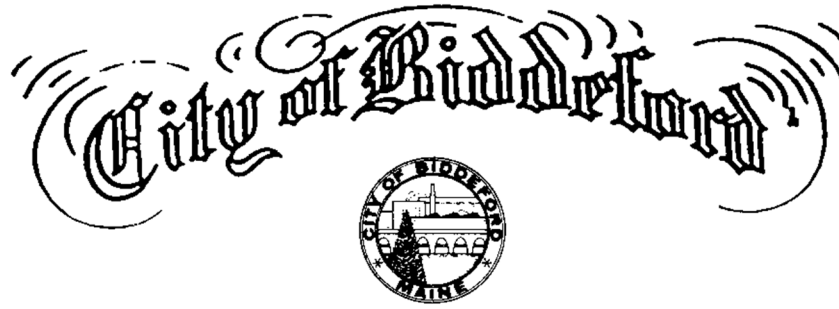
- See above.

**Funding Source:**

- N/A

**Staff Recommendation:**

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



2021.3

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

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

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

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

# ARUNDEL FORD

207-985-7171

800-889-7171

FAX 207-985-7173

1561 PORTLAND RD

U.S. ROUTE 1

ARUNDEL, ME 04046

January 4, 2021

City of Biddeford, ME

Attn: Carl Marcotte

Please find our bid for a 2021 F-250 Crew Cab per your specs.

Price: \$31,401.00

Less trade values: \$1,800.00

Total Price: \$29,601.00

Any questions please feel to contact me, Cell phone number is below.

Thank you for your time and consideration,

*Rodney Brackett*

Rodney Brackett  
Fleet Manager, Arundel Ford  
207-590-9019



STAINLESS V-Plow - ADD \$6,600.<sup>00</sup>



## City Council

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Meeting Date: 1/5/2021

Meeting Time: 6:00 PM

Agenda Item No: 2021.3

Item Description: pickup truck

Submitted by: Carl Marcotte

Supporting Information/Documentation:

Bid tabulation

Executive Summary:

Approval to purchase a new Pickup truck

Detailed Review:

We are seeking approval to trade in a 2007 Ford Expedition with 66,050 miles. We advertised and received 3 bids, this truck will be used by the director. We have been instructed to purchase hybrid vehicles when they are available. The hybrid truck that is available cost \$36,399.00 with trade and the low bid for the regular pickup is \$31,960.00 with trade.

Funding Source:

This truck was budgeted in line 21204-60603. In the CIP request we estimated the cost to be \$35,000.00

Staff Recommendation:

Open for discussion

## Bid Opening for a 4x4 ½ Ton Crew Cab Pick-Up Truck

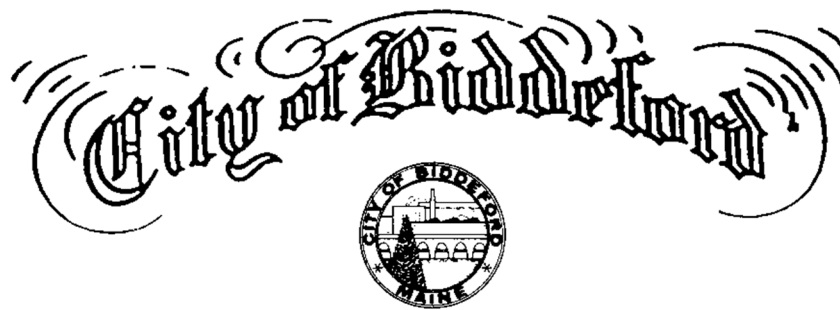
Present:      Jerry Court – Public Works      Mike Bean - Freightliner  
                 Kara Cote – Public Works      Richard Morrison – Allegiance Trucks  
                 Rob Cyr - Peterbilt

Bids were opened at the Public Works Department on December 18, 2020 at 11:00am.

|                 |                 |             |
|-----------------|-----------------|-------------|
| <u>O'Connor</u> | 2021 GMC Sierra | \$33,960.00 |
|                 | Trade-in        | \$2,000.00  |
|                 | Total:          | \$31,960.00 |

|                     |            |             |
|---------------------|------------|-------------|
| <u>Arundel Ford</u> | 2021 F-150 | \$36,043.00 |
|                     | Trade-in   | \$1,800.00  |
|                     | Total:     | \$34,243.00 |
|                     | Hybrid     | \$38,199.00 |
|                     | Trade –in  | \$1800.00   |
|                     | Total      | \$36,399.00 |

|                        |                          |             |
|------------------------|--------------------------|-------------|
| <u>Quirk Chevrolet</u> | 2021 Chevrolet Silverado | \$34,500.00 |
|                        | Trade-in                 | \$2,500.00  |
|                        | Total:                   | \$32,000.00 |



**2021.4**

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

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

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

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



## City Council

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Meeting Date: 1/5/2021

Meeting Time: 6:00 PM

Agenda Item No: 2021.4

Item Description: Single axle plow truck

Submitted by: Carl Marcotte

Supporting Information/Documentation:

Bid tabulation

Executive Summary:

Approval to purchase a new Single axle plow truck

Detailed Review:

We are seeking approval to trade in a 2007 International plow truck with 7,400 hours (75,500 miles) with a new 2022 Freightliner truck equipped with plow gear. We advertised and received 3 bids. This truck is used for construction work during the summer and is used to plow/salt and haul snow during the winter months.

Funding Source:

This truck was budgeted as a lease in line 21204-60603. In the CIP request we estimated the cost to be \$200,000.00

Staff Recommendation:

Staff is recommending the low bid from Freightliner of Maine with trade in the amount of \$168,094.00

### Bid Opening for a Single Axle Plow Truck

Present: Jerry Court – Public Works                      Mike Bean - Freightliner  
Kara Cote – Public Works                                      Richard Morrison – Allegiance Trucks  
Rob Cyr - Peterbilt

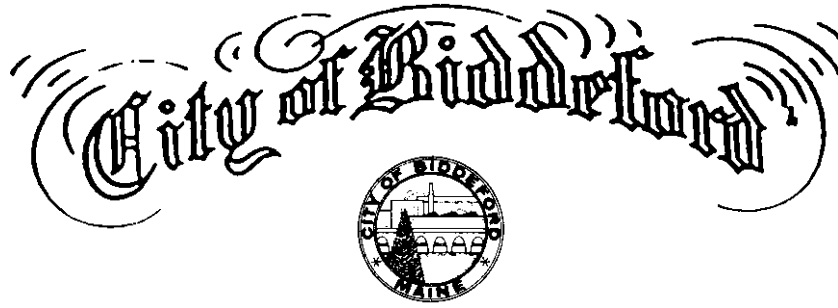
Bids were opened at the Public Works Department on December 18, 2020 at 11:00am.

|                           |           |              |
|---------------------------|-----------|--------------|
| <u>Peterbilt of Maine</u> | Peterbilt | \$201,745.00 |
|                           | Trade-in  | \$25,000.00  |
|                           | Total:    | \$176,745.00 |

|                     |                   |              |
|---------------------|-------------------|--------------|
| <u>Freightliner</u> | 2022 Freightliner | \$192,094.00 |
|                     | Trade-in          | \$24,000.00  |
|                     | Total:            | \$168,094.00 |

|                          |               |              |
|--------------------------|---------------|--------------|
| <u>Allegiance Trucks</u> | International | \$193,436.50 |
|                          | Trade-in      | \$18,000.00  |
|                          | Total:        | \$175,436.50 |





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

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



## City Council and Finance Committee

---

Meeting Date: January 5, 2021

Meeting Time: 6:00 PM

Agenda Item No: 2021.5

Item Description: Authorization for WWTP \$1.5 Revenue Bond

Submitted by: James Bennett, City Manager

### Supporting Information/Documentation:

Jeff Demer's memo reference the intended uses

Alison Garrison's memo reference the banks quoted pricing

### Key Terms:

Revenue Bond: a form of borrowing that is based on the pledge of the revenues that are generated by the organization/entity.

WWTP: Waste water treatment plant, in the literal terms but is also freely interchanged with the sewer operating enterprise account.

### Executive Summary:

The FY 15 audit reported a \$4,642,948 internal loan from the general fund to the WWTP. While the internal loan was being reduced, the 2018 Moody's downgrade was significantly tied to this internal loan. In March 2019, management, as part of the annual budget presentation, presented a 10 year plan to address this issue and the needs of WWTP, most especially the pressing capital needs. The unissued FY20 audit reports the internal loan stood at \$2,219,379 on June 30, 2020. The ability to secure a bond upgrade, keep the anticipated WWTP stable over the next 5 years, reduce the internal loan at a quicker pace than anticipated and address the capital needs of the plant is significantly based on this borrowing.

### Detailed Review:

Extensive time was spent in various meetings and workshops covering the internal loan from a multiple of angles over the last couple of years. As a result of the meetings, a course of action was laid out. The highlights of that course included:

- Make up for an annual underfunding in revenues (\$424,622 in FY19 budget)
- Recognize that the \$772,000 in annual capital funding was only actually resulting in \$347,378. Any spending in excess of that amount was contributing to increasing the internal loan between the WWTP fund and the general fund.

- Replace the capital funds that were on the books as available but did not actually exist (\$3,203,809.71 at end of FY18). Any spending of these funds would actually increase the internal loan.
- Stabilize the user fees for a 5 to 7 year period.
- Eliminate the internal loan over a 7 to 10 period.

To achieve that results, the plan that was presented was to:

- To increase the user fees by 12.5% over a two year period (7.5% in FY20 and 5% in FY21)
- Authorize a \$4,000,000 revenue bond in spring of 2020
- Decrease WWTP capital funding annually by \$202,000 to create the cash to pay for the new revenue bonds.
- Over a 10 year period, authorize a total of \$9,600,000 in capital funds for the plant.

During the last year and half, the plan was modify as follows:

- Increase the user fees by 10% over the same two year period at 5% per year.
- Authorize a \$1,500,000 revenue bond in spring of 2021.

On Tuesday night, you are being asked to authorize this office to finalize a ten year note for \$1,500,000 at a rate not to exceed 2.99% with Biddeford Savings. These funds will be used to address the three capital items addressed in Jeff's memo. We recommend Biddeford Savings primarily because they have issued two other revenue notes for the city (the arena upgrades) and are familiar with the process. In addition, their quoted rate is competitive with other local banks.

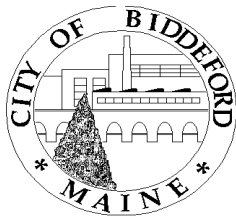
As a reminder, the plan to issue a revenue bond changed for a couple of reasons. We chose a smaller amount in order to allow a local financial institution to be the issuer. We also believe that there is a possibility of a bond upgrade. Being optimistic the voters would support the bond questions, we felt that a smaller borrowing made more sense. We also believe that we will be able to reduce the internal loan by the close of the books in 2025, instead of the 2027 to 2030 estimate. To achieve these results, supporting the issuance of this note is necessary.

#### Funding Source:

The adoption of the FY21 WWTP budget included the repayment of the note.

#### Staff Recommendation:

Staff recommends the passage as requested.



# City of Biddeford, Maine

## Public Works Department

371 Hill Street Biddeford, Maine 04005  
Phone: (207) 282-1579 Fax: (207) 286-9395

December 29, 2020

To: Finance Committee; City Council  
Cc: James Bennett / City Manager; / Tom Milligan / City Engineer  
From: Jeff Demers / Director Public Works / Waste Water  
RE: Bond Funds

Below please find a brief description of the projects that will be brought forward for your approval over the course of the next couple months as part of the 1.5-million-dollar bond being requested by the City Manager.

### The Grit Removal System at the Biddeford WWTF. - Estimated at \$375,000

One of the first parts of the treatment process, this system removes inorganic material such as rocks and sand from the waste stream. It is critical to operation because it not only removes solids that cannot be broken down by the biological process, but it also protects all downstream equipment from excessive wear and tear. The current system was installed during a 1998 upgrade and is one of the last remaining pieces of equipment of the facility that is at the end of its life span. The total estimated cost for this project is \$325,000. This estimate was generated based on quotes received for similar equipment in 2019.

### Biddeford FMI Pump Station Replacement. - Estimated at \$625,000

The FMI Pump Station, which is located on Morin Street, pumps wastewater from the FMI complex to the Treatment Plant. This station was originally constructed in 1974. While the pumps were replaced in 2004, the station is past its life expectancy and in need of replacement. The pumps are dry pit submersible, meaning they are located below ground and require a confined space entry to do required weekly inspections and maintenance. This poses a safety hazard to the employees, which could include a twenty-foot fall or the possibility of being engulfed by wastewater if the old piping were to give out. Besides Horrigan's Court (also due for replacement) this is the last of the stations that are designed this way. The Wastewater Department is suggesting a complete rebuild of the station. This would include converting the pumps to submersible, which will allow them to be lifted and placed above ground in order to safely inspect and perform maintenance.

### WWTF – Clarifier #2 Rehabilitation. - Estimated at \$500,000

One of the two clarifiers (settling basins) at the Wastewater Treatment Facility is in need of replacement. The equipment is over 30 years old and at the end of its lifespan. This tank is part of the biological treatment process and allows the water to separate from the sludge. It is critical in maintaining permit compliance, especially during high flow events. The rehab will include concrete repairs and coating, new mechanical components, new motor and controls and a new catwalk. Wastewater staff went out to bid for the clarifier overhaul on December 1, 2020. Prices came back under the estimated \$500,000. Staff will be bringing this item forward to Finance and Council after the bond funds are approved at the January 5, 2021 meeting.

Sincerely,

Jeffrey Demers

Public Works / Waste Water Director



## PROPOSAL

December 8, 2020

Alison Garrison  
Finance Director  
City of Biddeford  
205 Main Street, P. O. Box 586  
Biddeford, ME 04005

RE: City of Biddeford Tax Exempt Revenues Bond

Dear Alison:

At this time, Biddeford Savings, a Division of Maine Community Bank (the "Bank") would like to consider your request for financing. The proposed terms and conditions contained herein in no way constitute an offer, agreement, or legally binding commitment to lend. The actual terms and conditions upon which the Bank might extend credit are subject to satisfactory completion of underwriting due diligence, credit approval, satisfactory review of documentation, and such other terms and conditions as are determined by the Bank and its counsel in their sole discretion.

The Bank considers this Term Sheet proprietary and confidential. Your further review constitutes an agreement not to deliver or discuss its contents with third parties without the Bank's consent.

**Borrower:** City of Biddeford, Maine

**Loan Amount:** \$1,500,000.00

**Purpose:** For wastewater treatment plant upgrade (the "Project").

**Term:** **Option 1:** A five-year term maturing sixty (60) months from the date of the Loan closing (the "Maturity Date").

**Option 2:** A ten-year term maturing one hundred and twenty (120) months from the date of the Loan closing (the "Maturity Date").

**Interest Rate:** Both interest rate options will be available for the aforementioned term options.

**Option 1:** The rate of interest shall be fixed at 2.59%.

**Option 2:** The rate of interest shall be fixed at 2.99%.

**Repayment Schedule:**

**Option 1:** Annual principal and interest payment of \$324,050.71 or quarterly payment of \$80,272.62. The principal balance plus any accrued interest will be due and payable at maturity.

**Option 2:** Annual principal and interest payment of \$176,142.24 or quarterly payment of \$43,611.01. The principal balance plus any accrued interest will be due and payable at maturity.

The Bank will calculate interest on the basis of the actual number of days elapsed over a 360-day year.

**Fee:** None.

**Collateral:** The Loan will be unsecured.

**Cross-defaulted:** The debt contemplated herein may be cross-defaulted with all other debt granted by Bank to Borrower hereafter arising.

**Deposit Accounts:** Borrower shall be required to open and maintain the primary operating account for the Borrower. The rates and terms of this commitment are in express reliance on the maintenance of the deposit relationship with the Bank. If for any reason this relationship changes, the Bank reserves the right to review and modify the rate and term.

**Fees & Expenses:** Borrower agrees to pay all fees, commissions, costs, charges, taxes and other expenses incurred by the Bank in connection with the Loan and the making, administration or enforcement of the Loan, whether or not the Loan closes.

**Late Charge:** The Borrower shall pay a late charge of five percent (5%) of any payment due under the loan which is not received by the Bank within 10 days of the due date.

**Default Rate:** The Bank shall have the right to charge interest, payable on demand, on the unpaid balance of the loan at an interest rate equal to the promissory note rate plus 5% per annum during the continuation of any period in which the Borrower is in default in any of its obligations to the Bank under or in connection with the loan.

**OTHER TERMS AND CONDITIONS**

**Financial Statements:** Borrower agrees to provide financial information annually in format satisfactory to the Bank and due as follows:

- Audited financial statements within 180 days of fiscal year-end.
- Any other financial information the Bank may reasonably request from time to time.

**Other Conditions:** Prior to closing: Bank will have received, reviewed and accepted the following:

- Letter of Opinion from Borrower's Attorney regarding the due authorization and validity of the proposed loan be tax exempt.
- Other documents and opinions as are reasonably required in such transactions and as may be deemed necessary by Bank and Bank's counsel.

If you concur that this proposal forms the basis for proceeding, and in order for the Bank to move forward and seek formal approval, please acknowledge this letter by signing where indicated and returning it to my attention by December 31, 2020.

Thank you for considering Biddeford Savings, a Division of Maine Community Bank for your financing needs. If you have any questions or comments regarding this Term Sheet, please call me at 207-571-5658, or via e-mail at [mguillerault@biddefordsavings.com](mailto:mguillerault@biddefordsavings.com).

Sincerely,



Ma-Li Guillerault  
Assistant Vice President

City of Biddeford  
December 8, 2020

*Accepted & Acknowledged:*

**Borrower: City of Biddeford, Maine**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_



**ADDENDUM**

**Option 1 – Annual Payment**

**AMORTIZATION SCHEDULE**

|                      |                     |                   |              |                |                   |
|----------------------|---------------------|-------------------|--------------|----------------|-------------------|
| Amount Financed      | Loan Date           | Maturity          | Term         |                |                   |
| \$1,500,000.00       | 2/1/2021            | 2/1/2026          | 5 years      |                |                   |
| Disbursement date:   | 2/1/2021            |                   |              |                |                   |
| Repayment schedule:  | Annual payments     |                   |              |                |                   |
| Interest rate: 2.59% | Calculation method: | 365/360 U.S. Rule |              |                |                   |
|                      |                     |                   |              |                |                   |
| Number               | Date                | Amount            | Interest     | Principal Paid | Remaining Balance |
| 1                    | 2/1/2022            | \$324,050.71      | \$39,389.58  | \$284,661.13   | \$1,215,338.87    |
| 2                    | 2/1/2023            | \$324,050.71      | \$31,914.45  | \$292,136.26   | \$923,202.61      |
| 3                    | 2/1/2024            | \$324,050.71      | \$24,243.06  | \$299,807.65   | \$623,394.96      |
| 4                    | 2/1/2025            | \$324,050.71      | \$16,414.98  | \$307,635.73   | \$315,759.23      |
| 5                    | 2/1/2026            | \$324,050.71      | \$8,291.48   | \$315,759.23   | \$0.00            |
| Totals:              |                     | \$1,620,253.55    | \$120,253.55 | \$1,500,000.00 |                   |

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

**Option 1 – Quarterly Payments:**

**AMORTIZATION SCHEDULE**

|                      |                     |                   |           |
|----------------------|---------------------|-------------------|-----------|
| Amount Financed      | Loan Date           | Maturity          | Loan Term |
| \$1,500,000.00       | 2/1/2021            | 2/1/2026          | 5 Years   |
| Disbursement date:   | 2/1/2021            |                   |           |
| Repayment schedule:  | Quarterly payments  |                   |           |
| Interest rate: 2.59% | Calculation method: | 365/360 U.S. Rule |           |

| Number       | Date      | Amount         | Interest     | Principal      | Balance        |
|--------------|-----------|----------------|--------------|----------------|----------------|
| 1            | 5/1/2021  | \$80,272.62    | \$9,604.58   | \$70,668.04    | \$1,429,331.96 |
| 2            | 8/1/2021  | \$80,272.62    | \$9,460.59   | \$70,812.03    | \$1,358,519.93 |
| 3            | 11/1/2021 | \$80,272.62    | \$8,991.90   | \$71,280.72    | \$1,287,239.21 |
| 2021 Totals: |           | \$240,817.86   | \$28,057.07  | \$212,760.79   |                |
| 4            | 2/1/2022  | \$80,272.62    | \$8,520.09   | \$71,752.53    | \$1,215,486.68 |
| 5            | 5/1/2022  | \$80,272.62    | \$7,782.83   | \$72,489.79    | \$1,142,996.89 |
| 6            | 8/1/2022  | \$80,272.62    | \$7,565.37   | \$72,707.25    | \$1,070,289.64 |
| 7            | 11/1/2022 | \$80,272.62    | \$7,084.12   | \$73,188.50    | \$997,101.14   |
| 2022 Totals: |           | \$321,090.48   | \$30,952.41  | \$290,138.07   |                |
| 8            | 2/1/2023  | \$80,272.62    | \$6,599.70   | \$73,672.92    | \$923,428.22   |
| 9            | 5/1/2023  | \$80,272.62    | \$5,912.76   | \$74,359.86    | \$849,068.36   |
| 10           | 8/1/2023  | \$80,272.62    | \$5,619.89   | \$74,652.73    | \$774,415.63   |
| 11           | 11/1/2023 | \$80,272.62    | \$5,125.77   | \$75,146.85    | \$699,268.78   |
| 2023 Totals: |           | \$321,090.48   | \$23,258.12  | \$297,832.36   |                |
| 12           | 2/1/2024  | \$80,272.62    | \$4,628.38   | \$75,644.24    | \$623,624.54   |
| 13           | 5/1/2024  | \$80,272.62    | \$4,037.97   | \$76,234.65    | \$547,389.89   |
| 14           | 8/1/2024  | \$80,272.62    | \$3,623.11   | \$76,649.51    | \$470,740.38   |
| 15           | 11/1/2024 | \$80,272.62    | \$3,115.77   | \$77,156.85    | \$393,583.53   |
| 2024 Totals: |           | \$321,090.48   | \$15,405.23  | \$305,685.25   |                |
| 16           | 2/1/2025  | \$80,272.62    | \$2,605.08   | \$77,667.54    | \$315,915.99   |
| 17           | 5/1/2025  | \$80,272.62    | \$2,022.83   | \$78,249.79    | \$237,666.20   |
| 18           | 8/1/2025  | \$80,272.62    | \$1,573.08   | \$78,699.54    | \$158,966.66   |
| 19           | 11/1/2025 | \$80,272.62    | \$1,052.18   | \$79,220.44    | \$79,746.22    |
| 2025 Totals: |           | \$321,090.48   | \$7,253.17   | \$313,837.31   |                |
| 20           | 2/1/2026  | \$80,272.62    | \$526.40     | \$79,746.22    | \$0.00         |
| 2026 Totals: |           | \$80,272.62    | \$526.40     | \$79,746.22    |                |
| Totals:      |           | \$1,605,452.40 | \$105,452.40 | \$1,500,000.00 |                |

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amount

**Option 2 – Annual Payments**

**AMORTIZATION SCHEDULE**

|                      |                     |                   |           |
|----------------------|---------------------|-------------------|-----------|
| Amount Financed      | Loan Date           | Maturity          | Loan Term |
| \$1,500,000.00       | 2/1/2021            | 2/1/2031          | 10 Years  |
| Disbursement date:   | 2/1/2021            |                   |           |
| Repayment schedule:  | Annual payments     |                   |           |
| Interest rate: 2.99% | Calculation method: | 365/360 U.S. Rule |           |

| Number  | Date     | Amount         | Interest     | Principal      | Balance        |
|---------|----------|----------------|--------------|----------------|----------------|
| 1       | 2/1/2022 | \$176,142.24   | \$45,472.92  | \$130,669.32   | \$1,369,330.68 |
| 2       | 2/1/2023 | \$176,142.24   | \$41,511.68  | \$134,630.56   | \$1,234,700.12 |
| 3       | 2/1/2024 | \$176,142.24   | \$37,430.27  | \$138,711.97   | \$1,095,988.15 |
| 4       | 2/1/2025 | \$176,142.24   | \$33,316.26  | \$142,825.98   | \$953,162.17   |
| 5       | 2/1/2026 | \$176,142.24   | \$28,895.38  | \$147,246.86   | \$805,915.31   |
| 6       | 2/1/2027 | \$176,142.24   | \$24,431.55  | \$151,710.69   | \$654,204.62   |
| 7       | 2/1/2028 | \$176,142.24   | \$19,832.43  | \$156,309.81   | \$497,894.81   |
| 8       | 2/1/2029 | \$176,142.24   | \$15,135.17  | \$161,007.07   | \$336,887.74   |
| 9       | 2/1/2030 | \$176,142.24   | \$10,212.82  | \$165,929.42   | \$170,958.32   |
| 10      | 2/1/2031 | \$176,142.24   | \$5,183.92   | \$170,958.32   | \$0.00         |
| Totals: |          | \$1,761,422.40 | \$261,422.40 | \$1,500,000.00 |                |

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

**Option 2 – Quarterly Payments**

|                    |                |                     |                    |           |          |
|--------------------|----------------|---------------------|--------------------|-----------|----------|
| Amount Financed    | \$1,500,000.00 | Loan Date Maturity  | 2/1/2021 2/1/2031  | Loan Term | 10 Years |
| Disbursement date: | 2/1/2021       | Repayment schedule: | Quarterly payments |           |          |
| Interest rate:     | 2.99%          | Calculation method: | 365/360 U.S. Rule  |           |          |

| Number       | Date      | Amount         | Interest     | Principal      | Balance        |
|--------------|-----------|----------------|--------------|----------------|----------------|
| 1            | 5/1/2021  | \$43,611.01    | \$11,087.92  | \$32,523.09    | \$1,467,476.91 |
| 2            | 8/1/2021  | \$43,611.01    | \$11,213.16  | \$32,397.85    | \$1,435,079.06 |
| 3            | 11/1/2021 | \$43,611.01    | \$10,965.60  | \$32,645.41    | \$1,402,433.65 |
| 2021 Totals: |           | \$130,833.03   | \$33,266.68  | \$97,566.35    |                |
| 4            | 2/1/2022  | \$43,611.01    | \$10,716.16  | \$32,894.85    | \$1,369,538.80 |
| 5            | 5/1/2022  | \$43,611.01    | \$10,123.55  | \$33,487.46    | \$1,336,051.34 |
| 6            | 8/1/2022  | \$43,611.01    | \$10,208.91  | \$33,402.10    | \$1,302,649.24 |
| 7            | 11/1/2022 | \$43,611.01    | \$9,953.69   | \$33,657.32    | \$1,268,991.92 |
| 2022 Totals: |           | \$174,444.04   | \$41,002.31  | \$133,441.73   |                |
| 8            | 2/1/2023  | \$43,611.01    | \$9,696.50   | \$33,914.51    | \$1,235,077.41 |
| 9            | 5/1/2023  | \$43,611.01    | \$9,129.62   | \$34,481.39    | \$1,200,596.02 |
| 10           | 8/1/2023  | \$43,611.01    | \$9,173.89   | \$34,437.12    | \$1,166,158.90 |
| 11           | 11/1/2023 | \$43,611.01    | \$8,910.76   | \$34,700.25    | \$1,131,458.65 |
| 2023 Totals: |           | \$174,444.04   | \$36,910.77  | \$137,533.27   |                |
| 12           | 2/1/2024  | \$43,611.01    | \$8,645.60   | \$34,965.41    | \$1,096,493.24 |
| 13           | 5/1/2024  | \$43,611.01    | \$8,196.30   | \$35,414.71    | \$1,061,078.53 |
| 14           | 8/1/2024  | \$43,611.01    | \$8,107.81   | \$35,503.20    | \$1,025,575.33 |
| 15           | 11/1/2024 | \$43,611.01    | \$7,836.53   | \$35,774.48    | \$989,800.85   |
| 2024 Totals: |           | \$174,444.04   | \$32,786.24  | \$141,657.80   |                |
| 16           | 2/1/2025  | \$43,611.01    | \$7,563.17   | \$36,047.84    | \$953,753.01   |
| 17           | 5/1/2025  | \$43,611.01    | \$7,050.09   | \$36,560.92    | \$917,192.09   |
| 18           | 8/1/2025  | \$43,611.01    | \$7,008.36   | \$36,602.65    | \$880,589.44   |
| 19           | 11/1/2025 | \$43,611.01    | \$6,728.68   | \$36,882.33    | \$843,707.11   |
| 2025 Totals: |           | \$174,444.04   | \$28,350.30  | \$146,093.74   |                |
| 20           | 2/1/2026  | \$43,611.01    | \$6,446.86   | \$37,164.15    | \$806,542.96   |
| 21           | 5/1/2026  | \$43,611.01    | \$5,961.92   | \$37,649.09    | \$768,893.87   |
| 22           | 8/1/2026  | \$43,611.01    | \$5,875.21   | \$37,735.80    | \$731,158.07   |
| 23           | 11/1/2026 | \$43,611.01    | \$5,586.86   | \$38,024.15    | \$693,133.92   |
| 2026 Totals: |           | \$174,444.04   | \$23,870.85  | \$150,573.19   |                |
| 24           | 2/1/2027  | \$43,611.01    | \$5,296.32   | \$38,314.69    | \$654,819.23   |
| 25           | 5/1/2027  | \$43,611.01    | \$4,840.39   | \$38,770.62    | \$616,048.61   |
| 26           | 8/1/2027  | \$43,611.01    | \$4,707.29   | \$38,903.72    | \$577,144.89   |
| 27           | 11/1/2027 | \$43,611.01    | \$4,410.03   | \$39,200.98    | \$537,943.91   |
| 2027 Totals: |           | \$174,444.04   | \$19,254.03  | \$155,190.01   |                |
| 28           | 2/1/2028  | \$43,611.01    | \$4,110.50   | \$39,500.51    | \$498,443.40   |
| 29           | 5/1/2028  | \$43,611.01    | \$3,725.86   | \$39,885.15    | \$458,558.25   |
| 30           | 8/1/2028  | \$43,611.01    | \$3,503.89   | \$40,107.12    | \$418,451.13   |
| 31           | 11/1/2028 | \$43,611.01    | \$3,197.44   | \$40,413.57    | \$378,037.56   |
| 2028 Totals: |           | \$174,444.04   | \$14,537.69  | \$159,906.35   |                |
| 32           | 2/1/2029  | \$43,611.01    | \$2,888.62   | \$40,722.39    | \$337,315.17   |
| 33           | 5/1/2029  | \$43,611.01    | \$2,493.42   | \$41,117.59    | \$296,197.58   |
| 34           | 8/1/2029  | \$43,611.01    | \$2,263.29   | \$41,347.72    | \$254,849.86   |
| 35           | 11/1/2029 | \$43,611.01    | \$1,947.34   | \$41,663.67    | \$213,186.19   |
| 2029 Totals: |           | \$174,444.04   | \$9,592.67   | \$164,851.37   |                |
| 36           | 2/1/2030  | \$43,611.01    | \$1,628.99   | \$41,982.02    | \$171,204.17   |
| 37           | 5/1/2030  | \$43,611.01    | \$1,265.52   | \$42,345.49    | \$128,858.68   |
| 38           | 8/1/2030  | \$43,611.01    | \$984.63     | \$42,626.38    | \$86,232.30    |
| 39           | 11/1/2030 | \$43,611.01    | \$658.90     | \$42,952.11    | \$43,280.19    |
| 2030 Totals: |           | \$174,444.04   | \$4,538.04   | \$169,906.00   |                |
| 40           | 2/1/2031  | \$43,611.01    | \$330.82     | \$43,280.19    | \$0.00         |
| 2031 Totals: |           | \$43,611.01    | \$330.82     | \$43,280.19    |                |
| Totals:      |           | \$1,744,440.40 | \$244,440.40 | \$1,500,000.00 |                |

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

Quotes as of Dec 8 2020  
City of Biddeford Tax Exempt Revenues Bond  
\$1,500,000 unsecured loan  
Waste Water Treatment Plant Upgrade

Clarifier \$820,000  
FMI Upgrade \$450,000  
Grit System \$230,000

| Bank                   | Term    | Interest | Annual Payt   | Qtly Payt    |
|------------------------|---------|----------|---------------|--------------|
| Biddeford Savings      | 5 Year  | 2.59%    | \$ 324,050.71 | \$ 80,282.19 |
| Biddeford Savings      | 10 Year | 2.99%    | \$ 176,142.00 | \$ 43,616.99 |
| Saco Biddeford Savings | 10 Year | 3.99%    |               |              |
| Gorham Savings         | 5 Year  | 3.25%    |               |              |
|                        | 10 Year |          |               |              |
| Peoples United         | 5 Year  | 2.85%    | \$ 326,130.37 | \$ 80,737.04 |
|                        | 10 Year | 2.75%    | \$ 173,609.58 | \$ 43,020.23 |

## Comment

Proposal 12.08.2020

Proposal 12.08.2020

Email 12.09.2020

Fred Proctor 228-1498

Fred Proctor 228-1498

Nick Pstafof 828-3131

Nick Pstafof 828-3131

## Pending

Recd revised May 2020 Proposal on 12.8 and email on 12.9 waiving primary checking acct requirement; subject to credit approval

Recd revised May 2020 Proposal on 12.8 and email on 12.9 waiving primary checking acct requirement; subject to credit approval

Mark Jones; cannot get skinnier on the rate; suggests SBS pass;

GSB prefers to pass because they cannot be competitive

Dick Ranaghan retired from the Bank a few years ago and they haven't been doing this type of financing

Recd 12.10.2020 on email; subject to credit approval

Recd 12.10.2020 on email; subject to credit approval

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

**Saco-Lowell Municipal Development and Tax Increment Financing District**

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

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

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

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

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

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

**ORDERED AS FOLLOWS:**

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

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

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



EXHIBIT G  
CITY COUNCIL ORDER

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

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

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

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

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

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

**Dated: December 15, 2020**

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

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

Vote to table: Unanimous.

**Dated: January 5, 2021**



## Biddeford City Council

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Meeting Date: January 5, 2020

Meeting Time: 6:00

Agenda Item No:

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

Submitted by: Mathew Eddy, Director, Planning and Development

Supporting Information/Documentation:

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

Key Terms:

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

Executive Summary:

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

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

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

#### Detailed Review:

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

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

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

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

#### Funding Source:

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

#### Staff Recommendation:

Recommend approval.

Proposed Order: See agenda attachment and redline version below.

CITY OF BIDDEFORD CITY COUNCIL ORDER

Saco-Lowell Municipal Development and Tax Increment Financing District

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

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

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

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

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

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

ORDERED AS FOLLOWS:

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

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

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

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

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

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

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

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

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

Dated: January 5, 2021

**CREDIT ENHANCEMENT AGREEMENT**  
**Between**

**THE CITY OF BIDDEFORD, MAINE**

**and**

**SACO-LOWELL LLC**

**and**

**RIVER LOT LLC**

**DATED:**

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## **Exhibit A. Joint Development Agreement**

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

## WITNESSETH THAT

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

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

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

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

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

## ARTICLE I DEFINITIONS

### **Section 1.1. Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of Maine.

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

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

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

### **Section 1.2. Interpretation and Construction.**

In this Agreement, unless the context otherwise requires:

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

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

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

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

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

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

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

## ARTICLE II

### AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

#### **Section 2.1. Creation of Development Program Fund.**

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

#### **Section 2.2. Liens.**

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

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

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

| CEA Years | Percentage of Tax<br>Increment Revenues<br>Deposited into the<br>Respective Developers’<br>Project Cost Subaccounts | Percentage of Tax<br>Increment Revenues<br>Deposited into the City<br>Project Cost Subaccount |
|-----------|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
|           |                                                                                                                     |                                                                                               |

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

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

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

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

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

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

#### **Section 2.4. Use of Monies in Development Program Fund.**

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



**Section 2.5. Monies Held in Segregated Account.**

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

**ARTICLE III  
PAYMENT OBLIGATIONS**

**Section 3.1. Payments to the Developers.**

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

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

**Section 3.2. Failure to Make Payment.**

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

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

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

**Section 3.3. Manner of Payments.**

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

**Section 3.4. Obligations Unconditional.**

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

**Section 3.5. Limited Obligation.**

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

## **ARTICLE IV PLEDGE AND SECURITY INTEREST**

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

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

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

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

#### **Section 4.2. Perfection of Interest.**

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

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

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

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

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

#### **Section 4.3. Further Instruments.**

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

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

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

#### **Section 4.5. Access to Books and Records.**

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

## **ARTICLE V DEFAULTS AND REMEDIES**

#### **Section 5.1. Events of Default.**

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

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

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

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

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

## **Section 5.2. Remedies on Default.**

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

## **Section 5.3. Remedies Cumulative.**

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

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

## **ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION**

### **Section 6.1. Effective Date and Term.**

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

### **Section 6.2. Cancellation and Expiration of Term.**

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

## **ARTICLE VII ASSIGNMENT AND PLEDGE OF DEVELOPERS' INTERESTS**

### **Section 7.1. Consent to Pledge and/or Assignment.**

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

### **Section 7.2. Pledge, Assignment or Security Interest.**

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

## **ARTICLE VIII MISCELLANEOUS**

### **Section 8.1. Successors.**

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

### **Section 8.2. Parties-in-Interest.**

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

### **Section 8.3. Severability.**

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

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

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

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

**Section 8.5. Counterparts.**

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

**Section 8.6. Governing Law.**

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

**Section 8.7. Notices.**

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

If to the City:

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

If to Saco-Lowell:

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

If to River Lot:

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

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

**Section 8.8. Amendments.**

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



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

**Section 8.9. Reserved.**

**Section 8.10. Benefit of Assignees or Pledgees.**

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

**Section 8.11. Integration.**

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

**Section 8.12. Reserved.**

**Section 8.13. Dispute Resolution.**

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

**Section 8.14. Tax Laws and Valuation Agreement.**

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

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

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

WITNESS:

CITY OF BIDDEFORD

\_\_\_\_\_

By:\_\_\_\_\_

Name: James A. Bennett

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

WITNESS:

SACO-LOWELL LLC

BY: Tom Watson & Co., LLC

\_\_\_\_\_

By:\_\_\_\_\_

John Laliberte, its Vice President

WITNESS:

RIVER LOT LLC

BY: Tom Watson & Co., LLC

\_\_\_\_\_ By:\_\_\_\_\_

John Laliberte, Its Vice President

EXHIBIT A  
Joint Development Agreement



JDA-fully executed  
version all signatures.

















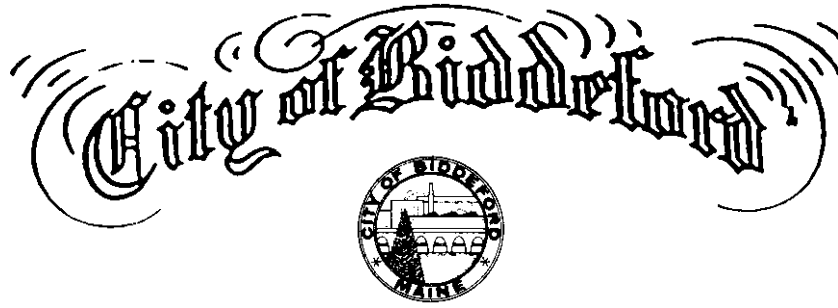












**2021.6**

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

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

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

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

**MAINE ARTS COMMISSION - AGREEMENT FOR CFDA# 45:025 CCED 1: Cultural Plan Grant 16621**  
This award is comprised, in whole or in part, of Federal funds from the National Endowment for the Arts and supports the agency's National Endowment of the Arts approved strategic plan.

THIS AGREEMENT, made this 14 day of July, 2020, is by and between the State of Maine, Department of Maine Arts Commission, hereinafter called "Department," and City of Biddeford, hereinafter called "Grantee," located at 205 Main Street, Biddeford 04005. edcoordinator@biddefordmaine.org DUNS - 126268981

**THE PARTIES AGREE TO THE FOLLOWING TERMS:**

**Scope of Services:** The Grantee will perform the following services for the Department: at the location of Biddeford, ME from 7/1/2020 to 6/30/2021.

1. **Invoices and Payment:** The Department shall pay the Grantee for services rendered up to \$10,000.00. Payment will be made by the Department after receipt and certification of signed and returned Agreement for CCED 1: Cultural Plan Grant no later than 08/04/2020. **Failure to return this Agreement by 08/04/2020 will result in forfeiture of the grant award.** The Department will pay \$10,000.00 representing its maximum contribution to the cost of the project; any deficit in the cost of the project after the application of this amount shall be the responsibility of the Grantee. The Grantee will pay a minimum of \$10,000.00 as its matching funds, which may include in-kind donations; plus any additional costs or deficits incurred in sponsoring the project. It is further agreed by all parties that the Grantee shall inform all persons with whom it contracts that it is solely responsible for such contracts and they shall not constitute a charge against the Department.
2. **Federal or State Income Tax:** Taxes are NOT withheld from this award. The Grantee is an independent contractor and responsible for all reportage accountability for Federal or State Income Tax.
3. **State Held Harmless:** The Grantee will indemnify, defend, and save harmless the Department, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description resulting from or arising out of the performance of this Contract by the Grantee, its employees, agents, or subcontractors. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Grantee taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement. Nothing in this Agreement shall be construed as a waiver of the privileges or immunities of the State, its governmental entities, or its employees.
4. **Final Report:** An accounting of project activities will be rendered to the Department upon completion of the project or within 14 days after the Scope of Services period concludes on June 30; whichever comes first. This will be done by filing a final report electronically. Access to the final report form can be found at <https://mainearts-grants.maine.gov/account/login>. Grant reports are kept on file by the Department for a minimum of three years following the official close out of the grant.
5. **Promotion of Award:** The Grantee is obligated to promote, publicize, and make all necessary arrangements to ensure the success of the award by using the following credit line: "**Funded in part by a grant from the Maine Arts Commission, an independent state agency supported by the National Endowment for the Arts**" and the Maine Arts Commission logo in all printed and one-line materials related to this initiative. The logo, and additional promotion information, can be downloaded at <https://mainearts.maine.gov/Pages/Funding/Grants-Help>. The Grantee agrees that their submitted digital images related to this award may be used in Department publications and on the Department's website.
6. **Authorization:** The Grantee certifies by the signature of its authorized representative hereinafter that it is legally entitled to enter into this agreement with the Department and that it will not be violating either directly or indirectly any conflict of interest statute or principle of the laws of the State of Maine. In acceptance of this agreement the Grantee reaffirms that all statements made on its application form are true and valid and that it understands and agrees to all assurances as stated on the application form.
7. **Entire Agreement:** This Agreement constitutes the entire agreement of the parties, and neither party shall be bound by any statement or representation, oral or written, not contained herein. This Agreement may only be modified by a written instrument signed by both parties.

IN WITNESS WHEREOF, the Department and the Grantee, by their representatives duly authorized, have executed this agreement in one original copy.

Grantee:

Grantee Authorized Signature:

Department Name:

DEPARTMENT Authorized Signature

Date:

| VC NUMBER | DOC TOTAL | FND | DEPT | UNIT | SUB UNIT | OBJ | PROGRAM | PROG PER |
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|           |           |     |      |      |          |     |         |          |



## Biddeford City Council

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Meeting Date: January 5, 2021

Meeting Time: 6:00 pm

Agenda Item No:

Item Description: Request for \$9,000 Grant Match for a Cultural Plan for the City

Submitted by: Brad Favreau, Economic Development Coordinator

Supporting Information/Documentation:

- Letter of Award from Maine Arts Commission
- Proposal by Reinholt Consulting
- Letter of Support by Mayor Alan Casavant

Key Terms:

N/A

Executive Summary:

The Planning and Development Department requests \$9,000 from the City to be used to match a \$10,000 grant awarded by the Maine Arts Commission for the creation of a cultural plan for the City of Biddeford.

Detailed Review:

The arts and culture are a vital part of our local economy, especially in the downtown. The Planning and Development Department has worked closely with Biddeford's arts and culture organizations (e.g. Heart of Biddeford, Biddeford Historical Society, and Biddeford Culture and Heritage Center) for several years, encouraging strong collaboration among the groups and working to expand the capacity of each organization. In April of 2020, the Planning and Development Department applied for a grant from the Maine Arts Commission to create a cultural plan for the city. A plan such as this has several goals:

- Build capacity of existing arts and culture organizations;
- Encourage new arts and culture organizations where appropriate;
- Strengthen collaboration among these organizations to increase critical mass of events and programming and to provide economies of scale;
- Demonstrate the clear value of the arts and culture sector to contribute to community and economic development;
- Build Biddeford's reputation as a culture destination.

The RFP process was conducted through December of 2020, yielding five proposals to complete this work, of which Reinholt Consulting of Philips, Maine was the lowest bidder at \$19,000. Their work comes highly recommended by the Maine Arts Commission. We wish to engage Reinholt to work with the City to create a plan that will provide a vision, goals and objectives, an implementation plan, and a funding plan to guide the creative economy here for the next five years.

This project is expected to be completed by the early fall of 2021.

**Funding Source:**

Grant Matching Reserve. The current balance in this account is \$17,981.

**Staff Recommendation:**

Planning and Development staff recommend a grant match of \$9,000 to fund the creation of a cultural plan for the city of Biddeford.

## Proposal to Engine & City of Biddeford, Planning and Development

for Biddeford Cultural Plan 2020

RFP #000011

**Date of this Proposal:** November 23, 2020

### Bidding organization details...

**Organization Name:** Reinholt Consulting LLC

**Chief Executive:** Saskia W. Reinholt, Owner

**Tel:** 207 218 2072

**E-mail:** [saskia@reinholtconsulting.com](mailto:saskia@reinholtconsulting.com)

**Address:** 4 Maple Lane Phillips, Maine 04966

### Proposed Cost: \$19,000

The proposed cost listed above is for reference purposes only, not evaluation purposes. In the event that the cost noted above does not match the Bidder's detailed cost proposal documents, then the information on the cost proposal documents will take precedence.

This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.

## Proposed Approach

### *Cultural Planning Philosophy*

Cultural planning provides a catalyst for the creativity that lies within every community. It is a tool, designed to discover strategies that create resilient economies and healthier communities.

### *Community Engagement Philosophy*

A successful planning process should empower a community to take proactive steps towards a shared vision for its future. The process should strive to reach all facets of the community resulting in a plan that reflects the collective values, priorities, and culture of the community. This provides a scope of how changing populations value, perceive, and identify existing cultural opportunities.

### *Experience*

Reinholt Consulting has worked with nine Maine communities to develop cultural plans that meet the requirements of the Maine Arts Commissions Creative Communities, Phase 1 Cultural Planning grant.

## Proposed Plan Goal

*Energize the Biddeford creative economy by documenting an inclusive study to find methods to increase the reach, value, and accessibility of cultural resources.*

### *Overview of Proposed Plan Objectives*

1. Assess the relationships and value of culture to leaders in government, business, tourism, education, economic development, and community development.  
**Desired Result:** Determine what potential new synergies might be explored with these other priorities.
2. Understand what residents and visitors think about their access to and the value and relevance of cultural resources.  
**Desired Result:** Determine what could be done to increase the value of cultural resources to residents and visitors.
3. Assess what kind of image and reputation Biddeford wants to have and how the arts and culture resources in the community contribute to that image  
**Desired Result:** Determine how existing arts and cultural resources can help create a positive image and creative brand for Biddeford.
4. Assess what place-making innovation is happening nationally.  
**Desired Result:** Determine what national place-making strategies Biddeford might adopt.
5. Deliver a strategic plan with the most realistic, valuable, and effective strategies addressing all the above to support Biddeford cultural development.  
**Desired Result:** Determine what sustainability will require and develop a plan with solutions and systems to expedite its implementation.

## Work Plan

### Phase 1: Context

#### *Communication Plan*

Reinholt Consulting would work with the lead organization to establish a plan for effective internal and external communications throughout the planning process. We would recommend regularly scheduled Zoom meetings with the lead contact and the project leadership team to ensure the planning process stays on course, meets all goals, and builds ownership and commitment for plan implementation. We would assist with external communications by offering guidance in developing clear and consistent messaging for effective project promotion, while suggesting proven strategies to generate public interest and enthusiasm.



### ***Materials Review***

Saskia and Emily Reinholt would review research collected by the lead client contact and the project leadership team including master plans for the city, economic development plans, all tourism-related plans, public education and higher education plans or initiatives, cultural organization strategic plans, and community and neighborhood development plans to seek a better understanding of the working relations between these departments and the cultural sector, private sector and the potential value of stronger working linkages.

### ***Planning Meeting with Project Leadership***

After review of the above material, Reinholt Consulting would meet with the project leadership team for a Launch Meeting planning session. We would work with the team to identify key individuals and stakeholders including community and municipal leaders, and leaders of area arts organizations that should participate in the Launch Meeting and offer guidance on public promotion.

### ***Virtual Launch***

Reinholt Consulting would facilitate a virtual launch via Zoom through which we would introduce the community to the Cultural Planning process and conduct a SOAR analysis geared towards identifying community priorities, opportunities, aspirations, and realities (challenges). The project approach would be reviewed and adjusted to include all factors that should be considered to make the process as instructive and helpful as possible.

## **Phase 2: Data Gathering: Research Plan and Protocols**

### ***Arts Organization Assessment***

Cultural asset mapping.

### ***Qualitative Data Collection and Analysis (Key Sector Interviews and Community Conversations)***

With the lead client contact's guidance and assistance, we would engage stakeholders and members of the public in a series of small group discussions that would occur in a virtual setting. Key sector interviews via zoom or phone will be conducted by the consultants with key stakeholders, such as leaders of local arts and cultural organizations.

At least three community Conversations would be arranged to include business leaders, cultural leaders, and community leaders. Each conversation would be limited to six to eight participants and would take place in a virtual setting, such as Zoom.

### ***Constituent Surveys – Quantitative Analysis of Artists, Performers, and Cultural Organizations***

Given the findings that emerge from the community conversations, Reinholt would create online surveys for cultural organizations and artists. Survey tools and protocols would be vetted by the project leadership team and tested in the field by the client. This project element would include survey design, monitoring, synthesizing, and compilation of the Findings Report. Hard copy surveys would be made available for those with limited computer access. The client would be responsible for printing hardcopies, distribution, and promotion of the surveys in the field. If necessary, they would call the cultural organizations and encourage participation and take data by phone if necessary. The result would be an accurate inventory of Biddeford based artists and non-profit cultural organizations.

### ***Public Opinion Survey***

Reinholt would design a public opinion survey that would be vetted and approved by the project leadership team. Over 90 days we would collect data in an online survey. The client would be responsible for printing hardcopies, distribution, and promotion of the online and hardcopy survey in the field. We would propose a campaign-like strategy via e-blasts, local print, social media, and utilizing networks of the project leadership team. For example, the client would seek assistance from local organizations to encourage participation

(chamber of commerce, educational institutions, municipal employees, and more.) We would aim for a response rate with a margin of error less than 5%.

### **Phase 3: Analyze Data, Report Findings, and Write the Plan**

A report of preliminary findings and recommendations would be presented to the project leadership team. The consultants would present highlights of findings, statistical analysis of data, plus preliminary plan recommendations for review and discussion.

Reinholt Consulting would also convene with the project leadership team to hold an open forum presenting, and seeking improvements on, the draft plan. Every participant in the community conversations would be invited. Community inputs at this juncture would ensure final decisions benefit from the wisdom of constituents, especially arts organizations and artists.

Optimally, Reinholt Consulting would deliver a plan and strategically position Biddeford for successful implementation. Given meeting inputs and response to the draft, improvements would be made, and a final comprehensive draft would be presented. Once accepted, the consultant would submit all deliverables. Cultural planning typically takes 8-12 months to complete.

#### ***Summary of Planning Methodology and Steps:***

1. Build Community Engagement
2. Collect Qualitative and Quantitative Data
3. Synthesize Results and Write Findings Report
4. Collect Stakeholder Feedback
5. Write Draft Plan
6. Vet Plan and Incorporate Feedback
7. Submit Final Report and All Deliverables

### **Organization Qualifications and Experience**

#### **Description of the Organization**

Reinholt Consulting is an LLC based in Maine. Our headquarters are located at: 4 Maple Lane, Phillips, Maine 04966

Reinholt Consulting has facilitated ten other comprehensive cultural planning projects including:

- Community Design and Civic Art Master Plan for the City of Lebanon, New Hampshire.
- Arts & Heritage Plan for the High Peaks Creative Council in North Franklin County, Maine.
- Cultural Plan LA for LA Arts and the municipalities of Lewiston & Auburn, Maine.
- Cultural Blueprint for Waterville Creates! and Waterville Main Street.
- Somerset County Cultural Plan for Wesserunsett Arts Council and Main Street Skowhegan
- Tri-County Region Cultural Plan for Houlton Community Development Council and Houlton Area Community Arts Center Council
- Freeport Cultural Plan for Arts & Cultural Alliance Freeport and the Town of Freeport
- Franklin County Arts, Cultural, and Heritage Plan for Greater Franklin Development Council and Arts Farmington.
- Waldo County Arts & Cultural Plan for Belfast Creative Coalition
- Westbrook Cultural Plan for Discover Downtown Westbrook and Westbrook arts and Culture

These projects included research, asset mapping, qualitative and quantitative assessments, public planning forums, and delivering written plans. Project environments ranged from large rural regions to urban environments. Principal investigator is Saskia Reinholt. Emily Reinholt leads data collection and analysis.

Saskia Reinholt has over fifteen years of experience in engaging communities in planning initiatives centered around the arts and economic development. Prior to creating Reinholt Consulting LLC, Saskia worked in multiple cultural organizations. She began her career in the arts as a trained visual artist and arts educator. Saskia has held many posts in the non-profit community; from artist-in-residence, educator at arts and cultural centers, founding the High Peaks Artisan Guild in Kingfield, co-founding Kingfield Artwalk, to founding the High Peaks Creative Council and serving as Executive Director. Her experiences enable her to relate to and comprehend client realities. She holds a bachelor's degree cum laude in Studio Arts from the University of Maine at Farmington. She apprenticed with the city planner in Lebanon, New Hampshire to create the city's Master Plan for Civic Art. Saskia's current mentor is Diane Mataraza, a nationally known cultural planner.

Emily Brook Reinholt holds a master's degree in Community Planning & Development from the Muskie School of Public Service and a Graduate Certificate in Non-Profit Management from the Muskie School of Public Service. Emily is a Planning and Development Consultant who provides a range of creative and technical services to Maine businesses, non-profits, local governments, and community organizations including survey design, data analysis, strategic planning, GIS mapping, brand development, and more. Emily's goal is to promote economic & community development through the use of creative technological design. Emily has over eight years of experience engaging communities on both a regional and local level in a range of planning initiatives ranging from grassroots efforts, to municipal, county, and statewide projects.

## Organizational Experience

### *Proven ability to engage constituents and communities in planning processes*

#### **Saskia W. Reinholt**

Saskia has over fifteen years of experience in engaging communities in planning initiatives centered around the arts and the creative economy. For the Lebanon, New Hampshire Master Plan for Community Design and Civic Art project, Saskia facilitated 6 months of public planning meetings, worked closely with the city planner, wrote the master plan, and presented the finished plan to the City Council.

The Maine High Peaks Arts & Heritage Plan was facilitated and written by Saskia. She began by organizing the Maine Arts Commission Creative Communities=Economic Development grant application for the Maine High Peaks Region and recruited a steering committee made up of representatives of municipal leaders, business associations, and arts and heritage organizations. She led the steering committee through a process of assessment of regional assets, cultural needs of the region, identified priorities, objectives, and actions. Saskia delivered a plan for the region which has successfully guided the subsequent actions of the High Peaks Creative Council.

#### **Emily B. Reinholt**

Emily has over nine years of experience engaging communities on both a regional and local level in a range of planning initiatives ranging from grassroots efforts, to municipal, county, and statewide projects. In Lincoln County, at the request of the County Commissioners, Emily engaged municipal leaders, environmental organizations, the local business community, and county residents in a county wide composting initiative that is credited to reducing the county's solid waste stream by thousands of pounds each month.

At the request of local arts-based non-profits, Emily orchestrated an extensive assessment of the economic impact of Lincoln County's Creative Economy. After establishing a group of stakeholders comprised of business owners, local artists, educators, and community leaders, Emily designed and administered surveys of Lincoln County's creative businesses and individual artists. In addition to providing economic data, the survey was designed to shed light on important industry trends. Emily then facilitated a series of three community workshops at key locations across the county where she presented key findings and engaged attendees in activities to identify goals and objectives focused on overcoming identified barriers and industry gaps.

### ***Demonstrated ability to synthesize research and evaluate findings***

#### **Saskia Reinholt**

In the plans listed above, Saskia developed comprehensive survey tools to gather public opinion data and to identify the needs of artisans and cultural organizations. Saskia regularly facilitates interviews and community conversation meetings with key stakeholders in order to collect qualitative data. All data is sorted and studied to identify community priorities.

#### **Emily Reinholt**

In addition to data analysis and development for the plans listed above, Emily has taken the lead in data analysis, synthesize, and development for numerous projects including comprehensive plans, market analysis studies, traffic studies, environmental impact assessments, regional economic development strategies, coastal resource management planning. Her survey experience ranges from work with municipalities to design, develop, and distribute community surveys for Comprehensive Plans; creative sector surveys aimed at assessing economic impact; to market analysis surveys geared towards measuring potential for new agricultural markets.

### ***References***

Julie Richards, Executive Director of the Maine Arts Commission, 623-229-2534

Kristina Cannon, Executive Director Main Street Skowhegan, 207-614-4078

Cynthia Orcutt, President of High Peaks Creative Council, Maine Arts Commissioner, 207-939-6518

### **Description of Experience with Similar Projects**

*Freeport Cultural Plan for Arts & Cultural Alliance Freeport and the Town of Freeport. This planning process focused on reaching as many facets of the community as possible including the local school system. Key sector interviews were conducted with stakeholders and community engagement in the public forums were a top priority. The resulting data bank was evaluated to identify the unique cultural strengths, challenges, and aspirations of the community. This data served as a solid foundation for creating a cultural plan that reflected the distinct population of Freeport. Contact: Jane Bradley Arts and Cultural Alliance Freeport. 207-233-2779.*

*Franklin County Arts, Cultural, and Heritage Plan for Greater Franklin Development Council and Arts Farmington. This project brought together many arts and cultural organizations which historically had never collaborated in the past. Bringing the organizations together for the planning process resulted in building relationships and trust that continue to move the regions creative sector forward. Contact: Charlie Woodworth, Executive Director of Greater Franklin Development Council, 207- 232-1997.*

*Somerset County Cultural Plan for Wesserunsett Arts Council and Main Street Skowhegan. Somerset County Cultural Plan was a large assessment of the community's values and needs. Five qualitative data gathering meetings (community conversations) were held across the county, over 450 public opinion surveys were collected and analyzed, close to 80 creative sector surveys collected and analyzed, and three public forums were held to refine the draft plan. The consultant team worked closely with the project leadership team and steering committee to ensure the final plan was a true fit for the community. Contact Mary Burr, Somerset Cultural Planning Chair, 207-587-2019.*

### **Primary Roles Consultants**

Saskia Reinholt would serve as the project leader and manager. She would work directly with and be the preliminary project contact to the lead client contact and project leadership team (a small advisory group). Saskia would be present on all consultant site visits, guide the lead client contact with scheduling, facilitate all project planning sessions, prepare all meeting materials, and conduct all interviews. Estimated hours: 10-20 hours weekly.

Emily Reinholt would manage all research. She would be responsible for the development of all survey tools and ensure data collection builds upon and is aligned with previous research. Emily would be responsible for survey design, synthesis and reporting of results. Emily would provide first-hand interpretation and clarification of the research and results. She would ensure all project data is delivered. Estimated hours: 10-20 hours weekly.

## Data and administration:

### Responsibilities of Lead Organization

- *Relevant Plans and Background Material:* Provide access to existing organization's strategic plans from community groups relevant to the planning process including arts and cultural organizations, economic development groups, chambers of commerce, educational institutions, and municipal and regional planning agencies.
- *Public Meetings:* Reserving meeting space for public forums.
- *Marketing and Promotion:* Oversee general project marketing including press releases, promoting meetings to the public, and inviting key stakeholders to meetings.
- *Survey Distribution and Promotion:* Printing and distribution of hardcopy surveys and mailing completed hardcopies to the consultants. Online surveys would be promoted by the Lead Organization and its steering committee networks to the public.
- *General Communications:* The Lead Organization would designate a single point of contact who would communicate with consultants and share relevant information with the larger steering committee.

## Insurances

If selected, Reinholt Consulting LLC will carry and provide proof of all necessary insurance policies for this remote based project.

## Indemnification

Reinholt Consulting LLC agrees to indemnify and hold the City harmless from claims, demands, suits, causes of action and judgments arising from the Consultants performance including claims of professional malpractice or negligence.

## Budget

| Item                                                                                                         | Fixed Cost      |
|--------------------------------------------------------------------------------------------------------------|-----------------|
| <b>1. Research &amp; Development</b>                                                                         |                 |
| Materials and research review                                                                                | \$1,000         |
| Seek inputs plus preparation and qualitative data synthesis                                                  | \$2,000         |
| Key sector community conversations convening and interviews, plus preparation and qualitative data synthesis | \$1,200         |
| Cultural organizations and artists surveying: design, vet, track, and synthesize data from the two surveys   | \$1,600         |
| Public opinion surveying, design, vet, track, and synthesize data from the survey                            | \$1,200         |
| <b>2. Strategic Cultural Plan Report</b>                                                                     |                 |
| Synthesize cumulative results and write findings report                                                      | \$3,000         |
| <b>Total</b>                                                                                                 | <b>\$10,000</b> |
|                                                                                                              |                 |
| Share assessment results, project leadership team, and stakeholder feedback, plus preparation and follow-up  | \$1,500         |
| Write draft plan                                                                                             | \$4,500         |
| Vet draft plan with stakeholders and project leadership team                                                 | \$1,500         |
| Incorporate feedback and present final report and deliverables                                               | \$1,500         |
| <b>Total</b>                                                                                                 | <b>\$19,000</b> |

## Morris, Carmen

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**From:** Casavant, Alan  
**Sent:** Wednesday, December 23, 2020 9:39 AM  
**To:** Favreau, Brad  
**Subject:** Does This Work?

For the Council, let me know your thoughts.

Good Afternoon:

The Planning and Development office has been working for a number of months with the organizations that represent the arts and heritage sector of our community. As part of that work, they would like to hire a consultant to create a cultural plan for the city. The department recently secured a \$10,000 grant from the Maine Arts Commission for that purpose, and bids were solicited via the RFP process. Reinhold Consulting of Philips, Maine was selected. They are highly recommended by the MAC, and they were the low bidder. Their price is \$19,000.

To secure their services to develop the plan, \$9,000 is needed from the city, and that sum is not part of this year's budget. It is my opinion that this project is of great value to the community. We, as a Council, have noted, a number of times, that the various cultural organizations in the city compete for the same grants and dollars, and this plan would assist in reducing that competition and act as a catalyst for greater cooperation. Organizations that are part of this group include the Heart of Biddeford, Engine, the McArthur Library, Biddeford Cultural and Heritage Center, and the Biddeford Historical Society.

It has been my experience, over the last ten years in office that arts and culture have been a driving force in the "New" Biddeford. According to the group, Americans for the Arts, each \$1 that an organization spends on events and programming generates \$1.60 in additional spending by audiences, so, you can see, there is direct benefit to the local economy. We have witnessed this most directly when events in City Theater have contributed hundreds of patrons in our downtown restaurants.

As you may or may not know, I added Biddeford to the Francophone-Francophile Network, which connects our city with many other Franco cities throughout North America, with the goal of cultural tourism. Quebec City is the driving force of this organization, and we have had individuals come to Biddeford to explore our local heritage as a result of that organization. Because of our diverse history, our architecture, and our arts, I believe that people will want to come to the city to explore our unique aspects. This plan would further enhance the establishment of Biddeford as a destination city!

The organizations that are part of the city's cultural fabric represent dozens of volunteers who devote thousands of hours towards the betterment of our community. The city's investment of \$9000 in the drafting of a cultural plan would demonstrate that the city backs the efforts of those volunteers and supports their work. I think that such a monetary statement is important.

Please let me know your thoughts on the city's allocation of funds towards the creation of a cultural plan.

Thank you!

Alan

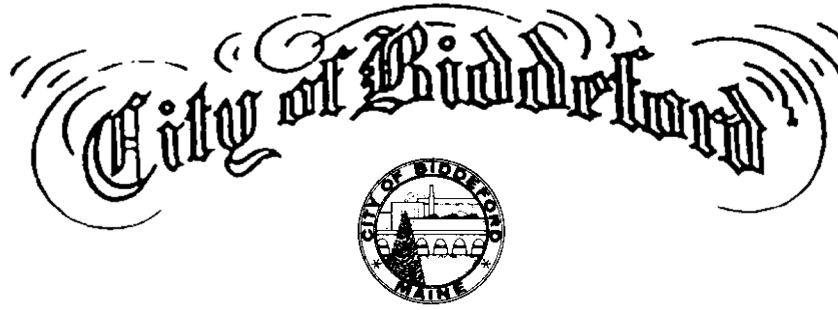
- And, as you noted, support by the City shows the respect we have for the hundreds of volunteers in our non-profit organizations to continue to carry on each important mission.
- With this plan we wish to establish Biddeford as a cultural destination in Southern Maine. We are on that path already.

Any other information I can provide that would help this request I am happy to supply.

Thank you for your attention to this matter.

**Brad Favreau**  
**Economic Development Coordinator**  
**(207) 571-1612**





**2021.7**

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

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

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



## Finance Committee/City Council

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Meeting Date: January 5, 2021

Meeting Time: 5:00 and 6:00 PM, respectively

Agenda Item No: 2021.7

Item Description: Award of 3-Year Contract for Housing Rehab Consulting Services, RFP #2020-1102-01, for the 2/4-Unit Owner-Occupied Housing Rehab Program

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

Supporting Information/Documentation:

Housing Rehab Consulting Services Proposals & Proposal Scoring Sheets: Clarity Property Services, LLC; and Southern Maine Abatement & Consulting, LLC (attached)

Independent Cost Estimate: Housing Rehab Consulting Services (attached)

Key Terms: As in attached Order # 2021.7

Executive Summary: The CDBG Year 3 Action Plan's rollout of the 2/4-Unit Owner-Occupied Housing Rehabilitation Program requires Housing Rehab Consulting Services to include initial unit inspections (including lead inspections, as needed), rehab specification-writing, bid walks, and project oversight/final inspections. The plan calls for these services to be delivered over 3 years in order to rehab a planned 45 downtown housing units. An RFP for these services was published three times, starting in Sept. 2020, to obtain at least two bids, most recently on Nov. 2, 2020 via the City's & Maine Municipal Association's websites and by email to licensed lead abatement firms/ inspectors/risk assessors/lead supervisors. Two proposals--from Clarity Property Services, LLC, and Southern Maine Abatement & Consulting, LLC--were submitted and opened on Nov. 13, 2020 (see the Proposals, attached).

Detailed Review:

Weighted selection criteria published in the RFP were used to score the proposals (see Proposal Scoring Sheets for each firm). Firms were contacted for clarifying information and project manager references were contacted. Proposal costs were compared to the City's Independent Cost Estimate for Rehab Consulting Services (see attached). As a result, it is recommended that the lowest-cost, most responsible proposal is from Southern Maine Abatement & Consulting Services, LLC, 911 Main St, Sanford, ME 04073, and that the firm should be awarded the contract. The same firm has won HUD-funded lead rehabilitation project work from the City in the past.

Funding Source: CDBG (and Lead Program Grant, as applicable)

Staff Recommendation: Gail Wilkerson, Mat Eddy

11/06/2020

Gail Wilkerson, House Programs Director

PO Box 586, 205 Main Street

Biddeford, ME 04005

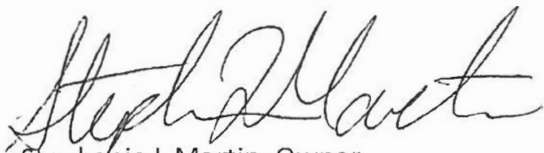
**Subject: RFP # 2020-1102-01 / Housing Rehab Consulting Services**

Dear Ms. Wilkerson:

In regards to the re-advertised RFP 2020-1102-01 (original RFP # 2020-1013-01), Clarity has thoroughly read through the updated RFP and would confidently like to request that the City of Biddeford consider the previously submitted bid package as such.

Clarity Property Services, LLC (Clarity) respectfully submits this proposal to perform housing rehab consulting services for the City of Biddeford. Clarity Property Services, LLC was established in 2015 after Stephanie Martin, the owner of Clarity, whom worked as an office worker for Kevin Boutin Builders, LLC processing lead-related work schedules and documentation, came to the realization that the State of Maine was lacking in lead professionals from a ratio perspective, knowing that the poisoned children's' lead levels were going to be lowering. Working closely with Kevin Boutin, the owner of the well known and established construction and lead abatement firm, Stephanie engaged in all realms of lead professional training to create Clarity, which is now a successfully growing lead inspection, risk assessment and consulting firm. Clarity has performed hundreds of inspections since organizing as an LLC in 2015 for the private sector, Maine Department of Health and Human Services Lead Program, The City of Portland, The United State Coast Guard and most recently securing the new 2020 HUD funded Lewiston Lead Program.

Clarity has also recently leased an office front located on Elm Street in Biddeford, and has obtained licensure from the Maine Department of Environmental Protection Lead Division as a lead professional trainer. We believe that Clarity will become a go to source for the private sector and lead professionals throughout the State of Maine for direction in appropriate rehab/lead abatement means and methods. We would like the opportunity to serve our local community, partnering with Kevin Boutin as Biddeford's next housing rehab consulting service per RFP 2020-1102-01. Thank you for your consideration.



Stephanie L Martin, Owner

Clarity Property Services, LLC  
(207) 286-4469

PO Box 1644, Biddeford, ME 04005  
432 Elm Street, Suite C, Biddeford, ME 04005  
Email: leadinspections@outlook.com

10/23/2020

Gail Wilkerson, House Programs Director

PO Box 586, 205 Main Street

Biddeford, ME 04005

**Subject: RFP # 2020-1013-01 / Housing Rehab Consulting Services**

Dear Ms. Wilkerson:

Clarity Property Services, LLC (Clarity) respectfully submits this proposal to perform housing rehab consulting services for the City of Biddeford. Clarity Property Services, LLC was established in 2015 after Stephanie Martin, the owner of Clarity, whom worked as an office worker for Kevin Boutin Builders, LLC processing lead-related work schedules and documentation, came to the realization that the State of Maine was lacking in lead professionals from a ratio perspective, knowing that the poisoned children's' lead levels were going to be lowering. Clarity is currently established as a minority woman owned business. Working closely with Kevin Boutin, the owner of the well-known and established construction and lead abatement firm, Stephanie engaged in all realms of lead professional training to create Clarity, which is now a successfully growing lead inspection, risk assessment and consulting firm. Clarity has performed hundreds of inspections since organizing as an LLC in 2015 for the private sector, Maine Department of Health and Human Services Lead Program, The City of Portland, The United State Coast Guard and most recently securing the new 2020 HUD funded Lewiston Lead Program.

Clarity has also recently leased an office front located on Elm Street in Biddeford, and has obtained licensure from the Maine Department of Environmental Protection Lead Division as a lead professional trainer. We believe that Clarity will become a go to source for the private sector and lead professionals throughout the State of Maine for direction in appropriate rehab/lead abatement means and methods. We would like the opportunity to serve our local community, partnering with Kevin Boutin as Biddeford's next housing rehab consulting service per RFP 2020-1013-01. Thank you for your consideration.



Stephanie L Martin, Owner

Clarity Property Services, LLC  
(207) 286-4469  
Biddeford RFP 2020-1013-01

PO Box 1644, Biddeford, ME 04005  
432 Elm Street, Biddeford, ME 04005  
Email: leadinspections@outlook.com

## Organizational Structure

| <b>Staff Members</b>                                                 | <b>Role(s)</b>                                                                                                                                                                                                                                                                                                                                      | <b>Experience</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Stephanie L Martin, Owner</b>                                     | <ul style="list-style-type: none"> <li>• Lead Inspector</li> <li>• Lead Risk Assessor</li> <li>• Lead Design Consultant</li> <li>• Lead Professional Trainer</li> <li>• Project Management</li> <li>• Documentation Preparations</li> <li>• Community Relations</li> </ul>                                                                          | <p>Founder and Owner of Clarity Property Services, LLC.</p> <p>6 years' experience in rehab project documentation, , environmental consulting and project management to include lead inspections, hazard reduction, documentation preparations, customer relations and lead project clearances. All relative aspects of the 2020 Lewiston lead HUD funded program</p>                                                                                                                                                                                       |
| <b>Kevin M Boutin, CM Project Manager</b>                            | <ul style="list-style-type: none"> <li>• Construction and Rehabilitation Specialist</li> <li>• Lead Inspector</li> <li>• Lead Abatement Contractor</li> <li>• Lead Abatement Supervisor</li> <li>• Project Management</li> <li>• Project Documentation and Fulfillment Services</li> <li>• Municipal Building Code and Structure Analyst</li> </ul> | <p>Founder of Kevin Boutin Builders, LLC with over 15 years in the construction and lead abatement industries. Licensed as a Maine Lead Abatement Contractor, Lead Abatement Supervisor and Lead Inspector. Experience includes 9 years of HUD funded program projects from a contractor perspective; fully involved from beginning to end of each project. Broad knowledge of National and Municipal building code requirements, construction ethics, building specifications and pricing reflective of such specification. Weatherization Experience.</p> |
| <b>Riquie L Boutin, Project Manager and Documentation Specialist</b> | <ul style="list-style-type: none"> <li>• Community Relations</li> <li>• Documentation Preparations</li> <li>• Lead Inspector</li> <li>• Lead Risk Assessor</li> <li>• Lead Design Consultant</li> <li>• Lead Professional Trainer</li> <li>• Project Management</li> </ul>                                                                          | <p>13 years professional experience in construction documentation and customer relations; to include multiple HUD funded projects performed by Kevin Boutin Builders. 6 years' experience in environmental consulting, lead inspections, risk assessments performed by Clarity Property Services, LLC. Master Trainer Certifications</p>                                                                                                                                                                                                                    |



## Selection Criteria

### 1. Project Manager – Kevin Boutin

| Project                        | Client                                                                    | Contact Information                         |
|--------------------------------|---------------------------------------------------------------------------|---------------------------------------------|
| 28 Crosby Street, Portland, ME | City of Portland Housing & Development (HUD Funded)                       | Ronda Jones<br>(207) 874-8698               |
| 68 Pleasant Street, Lewiston   | Lewiston Lead Program (HUD Funded)<br>Economic & Community Development    | Travis Mills<br>(207) 513-3126<br>Ext. 3251 |
| 75 Congress Street, Portland   | Maine State Housing Authority<br>Lead Hazard Reduction Grant (HUD Funded) | Kin Dydasco<br>(207) 624-5779               |

### 2. Recent Experience

Although Clarity has not specifically had direct contracts with any HUD Community Development Block Grants to date, there is ample hands on experience and engagements that our project managers have performed with such HUD funded CDBG grants. This CDBG experience reflects contractor involvement ranging from hazard identifications, documentation and hazard work ups, contractor walk thru involvement, bidding documentation and process, home owner association and relations relative to programming and contractual obligations, pricing structure, design and specifications, relocation coordination assistance with home owner and tenants, scheduling and timeline compliance, change orders, interim and final clearance inspections, customer satisfaction, jobsite materials procurement, historical requirements, building permits and town ordinances, payment and billing processing and more. Stephanie Martin, Kevin Boutin and Riquie Boutin via Kevin Boutin Builders, LLC, as a contractor has successfully managed and completed many various CDBG program contracts via Community Concepts, Maine State Housing, Rumford CDBG grants, Portland Housing Authority CDBG, York County CDBG grants, and all of the various State of Maine HUD funded Lead Programs. Clarity Property Services, LLC as an organization has recently performed HUD program funded lead inspections, risk assessments, laboratory test sampling and consultation services for the 2020 Lewiston Lead Program.

### 3. Staffing

Clarity Property Services, LLC currently has one (1) Housing Rehab Specialist whom is also licensed as a Maine State Lead Abatement Supervisor, Lead Abatement Contractor and Lead Inspector; Kevin Boutin. Clarity also has both Stephanie Martin and Riquie Boutin; both licensed as a Maine Lead Inspector, Maine Lead Design Consultant, Maine and New Hampshire Lead Risk Assessor and Maine Lead Professional Trainers.

#### **4. Proposed Process and Procedure**

Clarity Property Services proposes that each inspection / hazard report specify HUD approved means and methods for any rehab related line items which are identified and reported on during inspections / investigations. Each property represents various unique components of action which will be required by not only HUD, but other contributing guidelines, rules and regulations which are directed by State and Local Municipality codes, rules, regulations and end product/manufactural guidelines. Clarity will be solidly thorough in depicting and encompassing all of these factors into our initial reporting structures, which will be distributed to the participating construction / lead abatement firm companies. Each of these reports, during contractor walk-thrus will be discussed individually to capture any lacking industry standard, contractor experience related perspective differences and home owner preferences. Take away action items from these meetings with contractors and home owners will be transitioned onto the final scope of work, which will be the guiding documentation for contractors bidding and ultimately the winning bidder to the completion of the project. Any materials approval, methods of installation and / or other submittals between contract contractor and Clarity can be provided to Clarity Property Services via on-site meeting (documented on paper) or email with associated documents and relative photos; all kept in a sequential log for the relative job site / contract.

#### **5. Inspection and Write-up Services**

Once a unit is identified as qualified for the CDBG program, Clarity will within 24 hours of notification, contact the home /dwelling owner regarding the initial lead /home inspection appointment. Our goal is to schedule the on-site inspections to happen no more than five (5) days post notification of the qualified unit file. Once the initial on-site inspections have occurred, Clarity will provide the City of Biddeford with completed lead and health / safety reporting package no later than five (5) working days post on-site inspections. These reporting packages will include cost estimates for both labor and material; based on current industry materials and labor pricing and specification to comply with all HUD, State and local requirements and regulations, permit recommendation if required, site plans and the identification of utility obstructions which may need relocation or temporary removal.

During construction, Clarity will be readily available for contractor, program management and home owner questions and / or concerns as they arise. The program manager will also proactively schedule on-site monitoring and compliance visitations during the construction phase. Clarity is a local owned business and has the capacity to be available in a timely fashion for any unforeseen problems or concerns.

#### **6. Availability and Staffing**

Clarity can offer immediate participation with the Biddeford CDBG program. The construction manager, Kevin Boutin has a flexible schedule for interaction based on our current workload. Working as a team, and being that we are locally located, Clarity and its staff can and will be readily available upon request by the program and its facilitators.



## **7. Problems and Solutions**

Clarity cannot foresee any specific problems associated with the scope of work relative to competency, availability or completion of associated tasks. In the event any contractor, home / dwelling owner or material supply and demand problems may occur, Clarity and its staff are fully prepared and available to assist in identifying solutions and / or alternative means and methods in hopes of creating a positive contract experience for all involved.

## **8. Total Project Cost**

Total project cost, based on 45 housing units to be rehabbed over a period not to exceed three (3) years, to perform the requested services mapped out and identified within RFP **2020-1013-01.**

**\$ 250,500**

Attachments:

Insurance COI

Maine State Licensure

Section 3 Business Registry / Woman-Owned Business





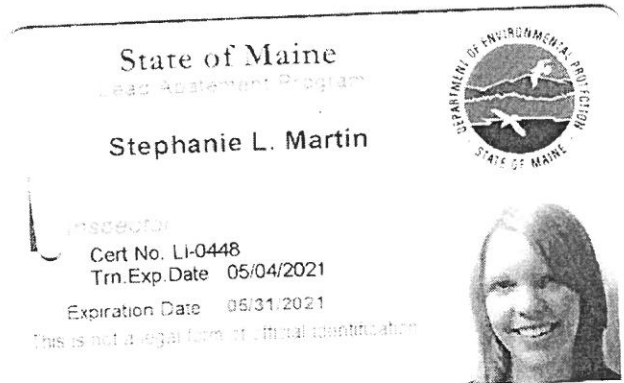
STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

JANET T. MILLS  
GOVERNOR

GERALD D. REID  
COMMISSIONER

May 11, 2020

Attn: Stephanie L. Martin  
**Clarity Property Services, LLC**  
PO Box 1644  
Biddeford, ME 04005



Dear Ms. Martin,

Your lead application for certification has been received and **approved**. You have been granted certification as a **Lead Inspector LI-0448**. Enclosed is your wallet card, with an expiration date of **May 31, 2021**. All employees working on a lead abatement project must carry this photo ID wallet card. The card is property of the individual to whom it is issued. Your responsibility as a licensee is to ensure delivery of the card to person in your employment. This letter should be retained for your company files as record of certification. Please attach 1 updated passport size photo with every application.

Thank you for your cooperation and your completed application(s). Applications can now be found on our DEP webpage at the following:  
<https://www.maine.gov/dep/waste/lead/forms/index.html>

If you have any questions on this certification or on any other aspect of DEP's lead abatement licensing program, please call Sandy Moody (207) 287-7751 or email [sandy.j.moody@maine.gov](mailto:sandy.j.moody@maine.gov)

Sincerely,

Sandra J. Moody, Environmental Specialist  
Division of Remediation  
Bureau of Remediation and Waste Management

Enclosure

AUGUSTA  
17 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0017  
(207) 287-7688 FAX: (207) 287-7826  
RAY BLDG., HOSPITAL ST.

BANGOR  
106 HOGAN ROAD, SUITE 6  
BANGOR, MAINE 04401  
(207) 941-4570 FAX: (207) 941-4584

PORTLAND  
312 CANCO ROAD  
PORTLAND, MAINE 04103  
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE  
1235 CENTRAL DRIVE, SKYWAY PARK  
PRESQUE ISLE, MAINE 04679-2093  
(207) 764-0477 FAX: (207) 760-3143

web site: [www.maine.gov/dep](http://www.maine.gov/dep)



STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

JANET T. MILLS  
GOVERNOR

GERALD D. REID  
COMMISSIONER

May 11, 2020

Attn: Stephanie L. Martin  
**Clarity Property Services, LLC**  
PO Box 1644  
Biddeford, ME 04005

State of Maine  
Lead Abatement Program

Stephanie L. Martin



Design Consultant

Cert No. LD-0345

Trn.Exp.Date 03/13/2021

Expiration Date 03/31/2021

This is not a legal form of official identification



Dear Ms. Martin,

Your lead application for certification has been received and **approved**. You have been granted certification as a **Lead Design Consultant LD-0345**. Enclosed is your wallet card, with an expiration date of **March 31, 2021**. All employees working on a lead abatement project must carry this photo ID wallet card. The card is property of the individual to whom it is issued. Your responsibility as a licensee is to ensure delivery of the card to person in your employment. This letter should be retained for your company files as record of certification. Please attach 1 updated passport size photo with every application.

Thank you for your cooperation and your completed application(s). Applications can now be found on our DEP webpage at the following:

<https://www.maine.gov/dep/waste/lead/forms/index.html>

If you have any questions on this certification or on any other aspect of DEP's lead abatement licensing program, please call Sandy Moody (207) 287-7751 or email [sandy.j.moody@maine.gov](mailto:sandy.j.moody@maine.gov)

Sincerely,

Sandra J. Moody, Environmental Specialist  
Division of Remediation  
Bureau of Remediation and Waste Management

Enclosure

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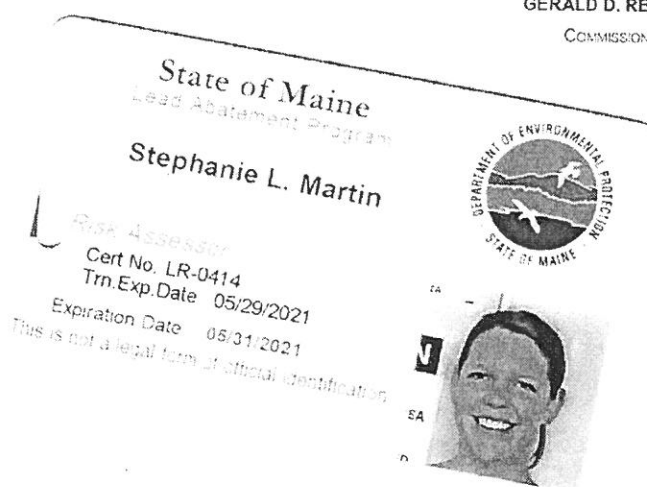
STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

JANET T. MILLS  
GOVERNOR

GERALD D. REID  
COMMISSIONER

May 31, 2020

Attn: Stephanie L. Martin  
**Clarity Property Services, LLC**  
PO Box 1644  
Biddeford, Maine 04005



Dear Ms. Martin,

Your lead application for certification has been received and **approved**. You have been granted certification as a **Lead Risk Assessor LR-0414**. Enclosed is your wallet card, with an expiration date of **May 31, 2021**. All employees working on a lead abatement project must carry this photo ID wallet card. The card is property of the individual to whom it is issued. Your responsibility as a licensee is to ensure delivery of the card to person in your employment. This letter should be retained for your company files as record of certification. Please attach 1 updated passport size photo with every application.

Thank you for your cooperation and your completed application(s). Applications can now be found on our DEP webpage at the following:  
<https://www.maine.gov/dep/waste/lead/forms/index.html>

If you have any questions on this certification or on any other aspect of DEP's lead abatement licensing program, please call Sandy Moody (207) 287-7751 or email [sandy.j.moody@maine.gov](mailto:sandy.j.moody@maine.gov)

Sincerely,

Sandra J. Moody, Environmental Specialist  
Division of Remediation  
Bureau of Remediation and Waste Management

Enclosure

AUGUSTA  
17 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0017  
(207) 287-7688 FAX: (207) 287-7826  
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BANGOR  
196 HOGAN ROAD, SUITE 6  
BANGOR, MAINE 04401  
(207) 941-4570 FAX: (207) 941-4584

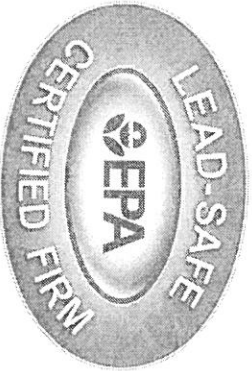
PORTLAND  
312 CANCO ROAD  
PORTLAND, MAINE 04103  
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE  
1235 CENTRAL DRIVE, SKYWAY PARK  
PRESQUE ISLE, MAINE 04679-2994  
(207) 764-0477 FAX: (207) 769-3143

web site: [www.maine.gov/dep](http://www.maine.gov/dep)

# United States Environmental Protection Agency

This is to certify that



Kevin Boutin Builders, LLC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires August 22, 2022

NAT-126320-2

Certification #

July 24, 2017

Issued On

*Michelle Price*

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



# United States Environmental Protection Agency

This is to certify that

Kevin Boutin Builders, LLC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires October 07, 2023

LBP-126320-2

Certification #

September 23, 2020

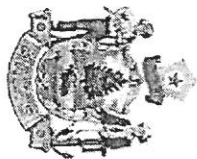
Issued On

*Michelle Price*

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch





State of Maine



Department of Environmental Protection

*LICENSE*

**Kevin Boutin Builders, LLC**

**Lead Abatement Contractor**

License Number: **LC-0062**

Expiration Date: **03/31/2021**



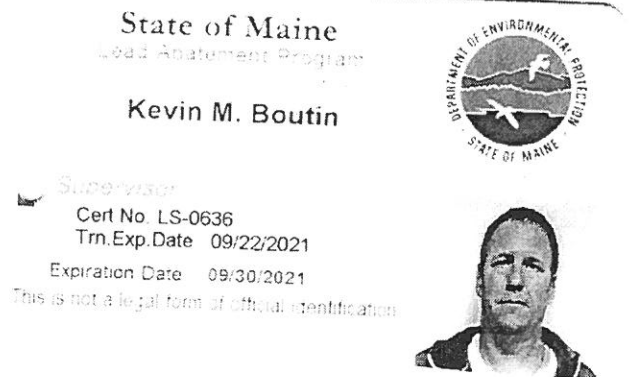
STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

JANET T. MILLS  
GOVERNOR

MELANIE LOYZIM  
ACTING COMMISSIONER

October 12, 2020

Attn: Kevin Boutin  
**Kevin Boutin Builders, LLC**  
47 Old Pump Road W  
Lyman, ME 04002



Dear Mr. Boutin,

Your lead application for certification has been received and **approved**. You have been granted certification as a **Lead Supervisor LS-0636**. Enclosed is your wallet card, with an expiration date of **September 30, 2021**. All employees working on a lead abatement project must carry this photo ID wallet card. The card is property of the individual to whom it is issued. Your responsibility as a licensee is to ensure delivery of the card to person in your employment. This letter should be retained for your company files as record of certification. Please attach 1 updated passport size photo with every application.

Thank you for your cooperation and your completed application(s). Applications can now be found on our DEP webpage at the following:  
<https://www.maine.gov/dep/waste/lead/forms/index.html>

If you have any questions on this certification or on any other aspect of DEP's lead abatement licensing program, please call Sandy Moody (207) 287-7751 or email [sandy.j.moody@maine.gov](mailto:sandy.j.moody@maine.gov)

Sincerely,

Sandra J. Moody, Environmental Specialist  
Division of Remediation  
Bureau of Remediation and Waste Management

Enclosure

AUGUSTA  
17 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0017  
(207) 287-7688 FAX: (207) 287-7826  
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BANGOR  
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BANGOR, MAINE 04401  
(207) 941-4576 FAX: (207) 941-4584

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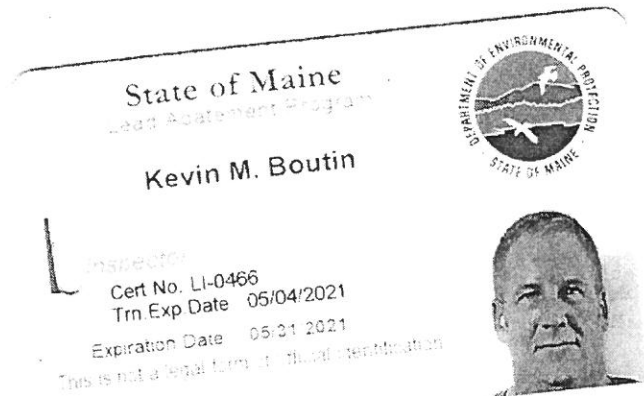
STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

JANET T. MILLS  
GOVERNOR

GERALD D. REID  
COMMISSIONER

May 5, 2020

Attn: Kevin M. Boutin  
**Clarity Property Services, LLC**  
PO Box 1644  
Biddeford, Maine 04005



Dear Mr. Boutin,

Your lead application for certification has been received. ~~approved~~. You have been granted certification as a **Lead Inspector LI-0466**. Enclosed is your wallet card, with an expiration date of **May 31, 2021**. All employees working on a lead abatement project must carry this photo ID wallet card. The card is property of the individual to whom it is issued. Your responsibility as a licensee is to ensure delivery of the card to person in your employment. This letter should be retained for your company files as record of certification. Please attach 1 updated passport size photo with every application.

Thank you for your cooperation and your completed application(s). Applications can now be found on our DEP webpage at the following:

<https://www.maine.gov/dep/waste/lead/forms/index.html>

If you have any questions on this certification or on any other aspect of DEP's lead abatement licensing program, please call Sandy Moody (207) 287-7751 or email [sandy.j.moody@maine.gov](mailto:sandy.j.moody@maine.gov)

Sincerely,

Sandra J. Moody, Environmental Specialist  
Division of Remediation  
Bureau of Remediation and Waste Management

Enclosure

AUGUSTA  
17 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0017  
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STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

JANET T. MILLS  
GOVERNOR

GERALD D. REID  
COMMISSIONER

May 31, 2020

Attn: Riquie L. Boutin  
**Clarity Property Services, LLC**  
PO Box 1644  
Biddeford, Maine 04005



Dear Ms. Boutin,

Your lead application for certification has been received and **approved**. You have been granted certification as a **Lead Inspector LI-0447**. Enclosed is your wallet card, with an expiration date of **May 31, 2021**. All employees working on a lead abatement project must carry this photo ID wallet card. The card is property of the individual to whom it is issued. Your responsibility as a licensee is to ensure delivery of the card to person in your employment. This letter should be retained for your company files as record of certification. Please attach 1 updated passport size photo with every application.

Thank you for your cooperation and your completed application(s). Applications can now be found on our DEP webpage at the following:  
<https://www.maine.gov/dep/waste/lead/forms/index.html>

If you have any questions on this certification or on any other aspect of DEP's lead abatement licensing program, please call Sandy Moody (207) 287-7751 or email [sandy.j.moody@maine.gov](mailto:sandy.j.moody@maine.gov)

Sincerely,

Sandra J. Moody, Environmental Specialist  
Division of Remediation  
Bureau of Remediation and Waste Management

Enclosure

AUGUSTA  
17 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0017  
(207) 287-7688 FAX: (207) 287-7836  
RAY BLDG., HOSPITAL ST.

BANGOR  
106 HOGAN ROAD, SUITE 6  
BANGOR, MAINE 04401  
(207) 941-4570 FAX: (207) 941-4584

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(207) 764-0477 FAX: (207) 760-3143

web site: [www.maine.gov/dep](http://www.maine.gov/dep)



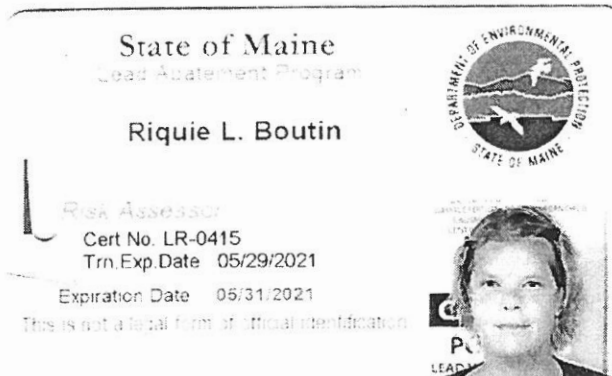
STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

JANET T. MILLS  
GOVERNOR

GERALD D. REID  
COMMISSIONER

May 31, 2020

Attn: Riquie L. Boutin  
Clarity Property Services, LLC  
PO Box 1644  
Biddeford, Maine 04005



Dear Ms. Boutin,

Your lead application for certification has been received and **approved**. You have been granted certification as a **Lead Risk Assessor LR-0415**. Enclosed is your wallet card, with an expiration date of **May 31, 2021**. All employees working on a lead abatement project must carry this photo ID wallet card. The card is property of the individual to whom it is issued. Your responsibility as a licensee is to ensure delivery of the card to person in your employment. This letter should be retained for your company files as record of certification. Please attach 1 updated passport size photo with every application.

Thank you for your cooperation and your completed application(s). Applications can now be found on our DEP webpage at the following:

<https://www.maine.gov/dep/waste/lead/forms/index.html>

If you have any questions on this certification or on any other aspect of DEP's lead abatement licensing program, please call Sandy Moody (207) 287-7751 or email [sandy.j.moody@maine.gov](mailto:sandy.j.moody@maine.gov)

Sincerely,

Sandra J. Moody, Environmental Specialist  
Division of Remediation  
Bureau of Remediation and Waste Management

Enclosure

AUGUSTA  
17 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0017  
(207) 287-7688 FAX: (207) 287-7826  
RAY BLDG., HOSPITAL ST.

BANGOR  
106 HOGAN ROAD, SUITE 6  
BANGOR, MAINE 04401  
(207) 941-4570 FAX: (207) 941-4584

PORTLAND  
312 CANGO ROAD  
PORTLAND, MAINE 04103  
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE  
1235 CENTRAL DRIVE, SKYWAY PARK  
PRESQUE ISLE, MAINE 04679-2094  
(207) 764-0477 FAX: (207) 760-3143



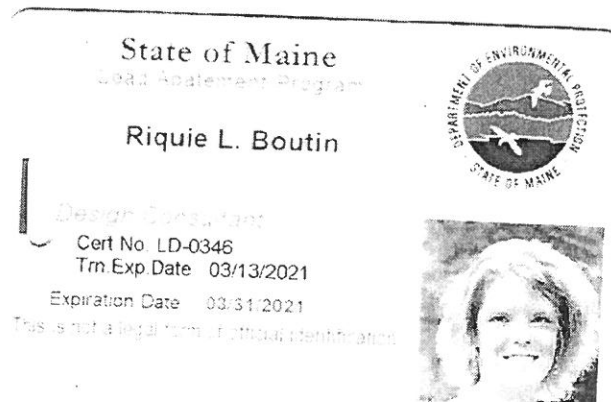
STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

JANET T. MILLS  
GOVERNOR

GERALD D. REID  
COMMISSIONER

May 11, 2020

Attn: Riquie L. Boutin  
Clarity Property Services, LLC  
PO Box 1644  
Biddeford, ME 04005



Dear Ms. Boutin,

Your lead application for certification has been received and **approved**. You have been granted certification as a **Lead Design Consultant LD-0346**. Enclosed is your wallet card, with an expiration date of **March 31, 2021**. All employees working on a lead abatement project must carry this photo ID wallet card. The card is property of the individual to whom it is issued. Your responsibility as a licensee is to ensure delivery of the card to person in your employment. This letter should be retained for your company files as record of certification. Please attach 1 updated passport size photo with every application.

Thank you for your cooperation and your completed application(s). Applications can now be found on our DEP webpage at the following:  
<https://www.maine.gov/dep/waste/lead/forms/index.html>

If you have any questions on this certification or on any other aspect of DEP's lead abatement licensing program, please call Sandy Moody (207) 287-7751 or email [sandy.j.moody@maine.gov](mailto:sandy.j.moody@maine.gov)

Sincerely,

Sandra J. Moody, Environmental Specialist  
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PRESQUE ISLE, MAINE 04679-2094  
(207) 764-0477 FAX: (207) 760-3143

web site: [www.maine.gov/dep](http://www.maine.gov/dep)

Section 3 Business Registry

Self Certification

U.S. Department of Housing and Urban Development

Office of Fair Housing and Equal Opportunity



# Clarity Property Services LLC

## Contact Information

### Address

Clarity Property Services LLC  
47 Old Pump Road W  
ALFRED, ME 04002

### Telephone

(207) 286-4469

### Website Address

<http://www.claritypropertyservices.com>

### Email

[leadinspections@outlook.com](mailto:leadinspections@outlook.com)

### Point of Contact

Stephanie L Martin

## Business Details

### Employer Identification Number

47-5587821

### Business License

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/BusinessDetails?businessId=8060>

Maine DEP LR-0414

**DUNS Number**

080177508

**NAICS**

541990

**County**

York

**Year Business Established**

2016

**Number of Employees**

1

**Registration Date**

08/20/2017

**Business Capabilities**

- Consulting
- Lead Hazard Control

Certified (licensed) lead-based paint inspectors and/or risk assessors/managers who conduct inspections. The inspections are defined as a surface-by-surface investigation to determine the presence of lead-based paint and the provision of a report explaining the results of the investigation. Work includes testing and risk assessment by utilizing XFR-based, lead-based paint risk assessments; scope of work preparation for lead hazard reduction/abatement; soil sampling, clearance testing; and management and abatement plan writing.

**Business Designations**

- Woman-Owned Business

**Section 3 Business Criteria**

- a) Fifty-one percent or more of the business is owned by Section 3 Residents;



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                          |  |                                                                                                                                                                                                                                |  |
|------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Ann Harris Ins Agency<br>925 Main Street<br><br>Waterboro ME 04087    |  | <b>CONTACT NAME:</b> Ann Harris Ins Agcy<br><b>PHONE (A/C, No, Ext):</b> (207) 282-1997<br><b>FAX (A/C, No):</b> (207) 636-8200<br><b>E-MAIL ADDRESS:</b> ann@annharrisinsurance.com                                           |  |
| <b>INSURED</b><br>Clarity Property Services LLC<br>PO Box 1644<br><br>Biddeford ME 04005 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Risk Placement Services<br><b>INSURER B:</b> Eastern Alliance Insurance Company1<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|                                                                                          |  | <b>NAIC #</b><br>10724                                                                                                                                                                                                         |  |

## COVERAGES

**CERTIFICATE NUMBER:** CL20102317065

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN; THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                          | ADDL INSD                                    | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                        |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------|----------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                              |          | 793008903-0000 | 02/11/2020              | 02/11/2021              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
|          | <input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                                           |                                              |          |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                         |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                      |                                              |          |                |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                      |
|          | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                          | Y/N<br><input checked="" type="checkbox"/> Y | N/A      | 0000116854     | 05/30/2020              | 05/30/2021              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                           |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lead-based paint inspections and assessments

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                          |                                                                                                                                                                                                                           |
|--------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Biddeford<br>PO Box 586<br>205 Main Street<br>Biddeford ME 04005 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>A Harris Ins Agcy/ANNH |
|--------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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**Proposal Scoring Sheet****RFP # 2020-1102-01****City of Biddeford Housing Rehab Consulting Services****Review by:** Planning Dept Staff:  
Wilkerson, Eddy**FIRM:** **Clarity Property Services, LLC --Biddeford**

| CRITERIA                                                                                                                                                                                                                                                                                   | SCORE     | COMMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. List 3 projects (and the associated reference contact information) most recently completed by the <u>Project Manager</u> who will be assigned to this RFP that are similar to the work to be done on behalf of the City of Biddeford.<br><i>(maximum response value of 12.5 points)</i> | 7/12.5    | Two reference sites responded. Technical & quality aspects of Project Manager's (PM's) work scored sound marks; PM's flexibility in taking on additional work when reference sites were in a bind was also noted as a plus; however, it was reported that customer-facing interactions are not consistently positive. The Biddeford Lead Program has no experience with the PM's work to date, as City lead rehab projects bid upon by PM have come in higher than other contractors for the same jobs. |
| 2. List the most recent experience your firm has had in completing work funded by HUD Community Development Block Grants.<br><i>(maximum response value of 12.5 points)</i>                                                                                                                | 11.5/12.5 | Clarity has not worked w/CDBG; however, the proposed PM has, as have the current Clarity staff when they worked for Boutin Builders. Clarity has won a contract to perform HUD-funded Lead contract inspections/risk assessments, lab testing and clearance services for the City of Lewiston's 2020 Lead Program. Clarity is additionally a HUD-encouraged Section 3 firm.                                                                                                                             |
| 3. Does your firm currently have Housing Rehab Specialists on staff and/or Maine-licensed Lead Risk Assessors or Lead Supervisors? If not, explain how your firm will procure the needed services.<br><i>(maximum response value of 12.5 points)</i>                                       | 12/12.5   | PM is a Housing Rehab Specialist, lead inspector, contractor, and lead abatement supervisor; has more than 15 years in construction/lead abatement, 9 years as a contractor on HUD-funded projects, broad knowledge of municipal building codes, construction ethics, building specs & related pricing experience. Firm has 2 lead risk assessors/lead inspectors/lead designers on staff who have worked in construction companies for 5+ years.                                                       |
| 4. Discuss the process that your firm will require for contractors to obtain approval of materials, methods of installations, and other submittals.<br><i>(maximum response value of 12.5 points)</i>                                                                                      | 10/12.5   | Each rehab project is unique. HUD has specific requirements for different programs and city/state codes/regs also come into play. Clarity expects to be thorough in depicting all rehab hazards in its initial reports to distribute to bidding contractors, using the site walk-thru's to capture owner preferences/contractor experience/industry standards, leading to final scope of work. Materials/methods approval/other submittals can occur on site or via email w/related photos.             |



**Proposal Scoring Sheet****RFP # 2020-1102-01****City of Biddeford Housing Rehab Consulting Services****Review by:** Planning Department Staff:

Wilkerson, Eddy

**FIRM:** **Clarity Property Services, LLC--Biddeford**

|                                                                                                                                                                                                                                                                                                     |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5. Discuss the frequency and thoroughness of inspections that would be performed by your firm, as noted under "Inspection and Write-up Services." (maximum response value of 12.5 points)                                                                                                           | 10/12.5         | Service benchmarks: First 24 hours, contact property owner for inspection time; inspect within 5 days; report package back to City w/i 5 days of inspection. Report package will include labor/material cost estimates & specs that comply with HUD, state & local regs, permitting & any utility obstructions. On-site monitoring will be proactive.                                                                                   |
| 6. What is the current workload of the staff from your firm who will be assigned the responsibility for the work under this RFP? When could your firm begin providing the proposed services? (maximum response value of 12.5 points)                                                                | 10/12.5         | Clarity reports having immediate start/availability, and PM has a flexible schedule. Both will be readily available upon City's request and within the above service benchmarks.                                                                                                                                                                                                                                                        |
| 7. Describe and discuss any problems and possible solutions you foresee in completing the scope of work in this RFP. (maximum response value of up to 12.5 points)                                                                                                                                  | 10/12.5         | Clarity could not foresee any specific problems related to its competency, availability, or completion of tasks. If property owner/material supply & demand problems occur, Clarity staff are prepared & available to assist in identifying solutions/alternative means and methods.                                                                                                                                                    |
| 8. Provide the Total Project Cost to perform the requested services, based on <u>45</u> housing units to be rehabbed over a period not to exceed three years, with at least <u>15</u> units needing to be assessed and treated for lead-based paint hazards (maximum response value of 12.5 points) | 5/12.5          | Total project cost, based on 45 housing units rehabbed over not more than 3 years:<br><br>\$ <u>250,500</u> or \$ <u>5,567</u> per unit                                                                                                                                                                                                                                                                                                 |
| <b>Total Score (Maximum of 100 Points)</b>                                                                                                                                                                                                                                                          | <b>75.5/100</b> | <u>Recommendation:</u> Proposal/PM qualifications are similar to the competing submittal with the exception of: customer relations consistency, which is vital to program success; and higher bids from PM than other contractors on City's lead rehab jobs to date. This proposal's cost is 1.5 times higher than the competition & also higher than the independent cost estimate & budget. Staff recommend passing on this proposal. |



**Southern Maine Abatement & Consulting, LLC**  
**Proposal for Housing Rehab Consulting Services**

Prepared for:

**The City of Biddeford HWR Program**

Prepared by: **Matthew Gardner**

Lead Abatement Contractor- LC-0103  
Lead Abatement Supervisor- LS-0819  
Lead Inspector LI-0478  
RRP cert:NAT-RV-I-129306-17-0163  
Asbestos Consultant (Full) SF-0124  
Asbestos Abatement Contractor (Full) CF-0213  
Asbestos Inspector AI-0827  
Asbestos Air Monitor AM-0647  
Asbestos Design Consultant DC-0323  
Asbestos Project Supervisor AS-3101  
OSHA- Mold, Prevention, Remediation

OSHA- Mold, Prevention, Remediation

cert#9283D132-F8FB-11EA-95C6-0050568D5CA3

207-432-3393 | [matthew@garmourgroup.com](mailto:matthew@garmourgroup.com) | 911 Main St Sanford, ME 04073

Enclosed please find our proposal for Housing Rehab Consulting Services as outlined within the City's request. We believe we are uniquely situated to offer these services with diverse background knowledge pertaining to the required skills outlined and others synergistic with the request. We are appropriately licensed in nearly every discipline of lead and asbestos abatement, testing and design.

Our company also has a decade long history in residential property rehab involving construction budgets, bank requisitions and progress inspections for small, medium and large-scale projects. Our company draws experience from prior high volume portfolio property management including all aspects of tenant interaction, expectation management of property owners and handling the management of capital improvement projects.

We are equipped for a number of varieties of situations that may arise relative to properties that qualify under this program. We hold licenses to allow us to be on site during active lead and asbestos abatement and perform certain inspections and clearance sampling as necessary. I personally hold licenses and certifications in Asbestos and Lead Inspection, Air Quality, Lead Design and Asbestos Project Design. I also hold an OSHA certification for mold remediation. I will be up front that I do not currently have a Risk Assessor's license. With that consideration, I've spoken with Community Concepts who agreed to perform Risk Assessments on any properties requiring this for the program. I am a Lead Designer and Lead Supervisor that can work on reviewing and suggesting cost effective solutions relative to the reports prepared by CCI in this manner.

Enclosed please find the following for your consideration:

1. Past projects similar to the requirement set forth in the Request.
2. Most recent experiences in completing work funded by HUD Community Development Block Grants
3. List of current Maine Department of Environmental Protection licenses and supplemental material
4. Proposed approval process for materials, methods of installations and other submittals
5. Site and progress inspection procedures relating to timeliness, clearance, and requisitions for payment by contractor.
6. Current availabilities for performance
7. Possible problems and / or solutions in completing the scope within the City's RFP
8. Cost for services provided in accordance with the RFP

## 1. Past projects similar to the requirement set forth in the Request

---

Southern Maine Abatement & Consulting, LLC (formerly Garmour Multifamily, LLC) has actively participated in the review of approximately 3-4 Risk Assessment and / or Lead Inspection reports on a monthly basis and has completed dozens of renovation, historical restoration and abatement projects over the past 3+ years.

Prior to this, I have personally been involved in countless real estate and renovation projects both in a consulting capacity or as a construction manager / owner. As a company we are very familiar with the intricacies of contractor invoicing, means and methods specifications, the identification of lead and asbestos hazards and general knowledge of construction and project management requirements.

With regards to the consideration of historic properties, their preservation and various code intricacies, I can say I have had experience working with the National Trust for Historic Preservation. The NTHP oversees a portfolio of properties nationally on their register of historical significance. I prepared and submitted (which was subsequently approved), a restoration plan using like-kind materials for the restoration of Sanford's historic Goodall Mansion. This was the only report of its kind and detailed the restoration of every element to the property.

With the above being considered we have background experience pertinent to every aspect of what is needed to take any multifamily dwelling project from beginning to end with the appropriate involvement of the City's Code Enforcement, historic oversights and other various Housing Program requirements which can vary widely from property to property.

More specifically, as a Lead Abatement Contractor, we have completed projects under the HUD guidelines through the City of Portland and Community Concepts. As recently as this year we have completed large abatement projects at 79 Allen Avenue in Portland and 30 Northeast rd in Standish.

We've also completed a number of abatement and renovation projects in the private sector this year. These include RRP and non-program lead abatement projects. These include among several others:

11 Everett St Brunswick (multifamily)

18 Williams St Andover (historic single family)

34 Arundel Rd Arundel (a daycare)

41 State St Portland (large 20+ unit apartment building and parking garage)

46 Cottage st Sanford (single family)

73 Pitt St Portland (single family)

These projects encompass nearly every form and application of lead abatement and renovation making us qualified to participate in the management of the process from beginning to end in a variety of scenarios.

## 2. Most recent experiences in completing work funded by HUD Community Development Block Grants

---

As mentioned above, we have recently completed 2 HUD funded projects as a HUD approved contractor. We are also waiting for the signing of another HUD funded project we were awarded recently. Our primary focus in the abatement world has been in private work, we have only recently started working on HUD funded projects. With that being said, the projects we have completed were involving almost every type of situation you commonly encounter. We also were able to complete these projects amidst the beginning and continuation of the coronavirus pandemic.

In reviewing most Risk Assessments there are common items found throughout most properties you see. We are experienced in multiple ways of abating every common lead hazard typically found in older multifamily apartment buildings. We also have experience in the use of approved alternative products and sourcing where appropriate. This facilitates us in assisting in suggesting a variety of effective abatement methods which we are able to suggest in circumstances requiring some degree of adaptation in property specific scenarios.

## 3. List of current Maine Department of Environmental Protection licenses and supplemental material

---

We currently hold the following certifications and licenses active in the State of Maine:

### Maine Dept of Environmental Protection

1. Lead Abatement Supervisor
2. Lead Abatement Contractor
3. Lead Inspector
4. Lead Designer
5. Asbestos Inspector
6. Asbestos Designer
7. Asbestos Abatement Supervisor
8. Asbestos Contractor
9. Asbestos Consultant (FULL)
10. Air Quality Monitor
11. Risk Assessor (certificate only)
12. (EPA)- RRP Certified
13. (OSHA) – Mold Remediation

(Available licenses or proof of certification available upon request)

(Continued)

Whereby we do not employ a Housing Rehab Specialist, we would need to procure the services of one should that specific requirement be requested. Given the nature of our current business, we have not had a need arise for that certification specifically.

#### 4. Proposed approval process for materials, methods of installations and other submittals.

---

Each project is going to vary in the specifics of this category, but the general process should not. For projects involving lead paint, the Risk Assessor's design specification will outline, in specific line items, the means and methods for each item included with the initial estimate.

In a typical lead abatement project, the contractor with the awarded bid will order materials, arrive on site and begin to work. Upon the arrival of the materials on site and set up, the contractor is usually eligible for a payment requisition relative to the approved bid and contract amount. The subsequent payment requisitions proceed with each progress invoice. Generally, there is a percentage hold back pending any final punch list items to resolve with the owner. All of this is considered when examining whether a contractor's invoice is consistent with what is seen on site and if it should be approved for payment. Our company casts a wide net in our experience in working with the challenges of older multi family properties and is appropriately licensed to assist in suggesting solutions to common issues in a proactive way.

On non-lead abatement project work, municipal Code Enforcement in conjunction with Historic Preservation and / or the City Planner's office where applicable is paramount to a good job. By being proactive in the approach to gathering information, we aim to assist in everyone being able to make informed decisions for the approval of materials and various methods of installations. This sometimes requires supplemental submittal of outside materials using the assistance of certain professionals such as a structural engineer or architect / CAD specialist.

Regardless of either type of project, no payment shall ever be approved without the work being completed and visually inspected. If the request for payment includes more expensive items such as doors, lumber or windows, sufficient paid receipt with the items matching their corresponding line item on the approved quote would be authorized.

The goal in any action is always to protect the interests of the homeowner, tenant, City and in doing so, protecting the interest of the contractor as well.

## 5. Site and progress inspection procedures relating to timeliness, clearance, and requisitions for payment by contractor.

---

Active site inspections by the Housing Rehab Consultant are necessary during set up, any time there is a payment request, during any visits with the owner, during any prolonged delay in activity at the site and towards the end of the project to hopefully avoid any unforeseen issues at the final walk through.

Clear timelines for completion must be established in the contract. Requisition requests need to be reviewed by someone with field knowledge of the invoiced task to determine if it is in fact complete and to what degree any amount should be withheld.

Effective execution of these projects cannot deviate from the written policies and procedures coupled with always maintaining the safety and interest of all of the parties involved.

Clearance sampling should be treated with priority in any case arising to expedite the clearance of the regulated work area.

## 6. Current availabilities for performance

---

Currently we participate in weekly walk throughs and inspections of our own projects. We currently send out an abundance of estimates and generate reports for customers. We maintain this while we review other inspections and risk assessments while fielding calls for general work outside of the regulated 424 abatement work. The requirements of the scope as outlined mesh quite well with the work we currently find ourselves doing. We should be able to respond to the City's needs as required anytime for site inspections, walk throughs, the preparation of reports and any correspondence with City officials.

Especially when dealing with contractors at a time when everyone is extremely busy, it is important that any post walk through revisions be handled quickly and returned the contractor for purposes of bidding. This is important for several reasons, one of which being the timeliness of the response. The second is to encourage receipt of multiple estimates from multiple approved companies. This tends to be an overlooked detail we would prioritize.

## 7. Possible problems and / or solutions in completing the scope within the City's RFP

---

Being proactive from the project's inception is key to avoiding as many likely problems as possible. Seeking information to avoid problems such as under engineered exterior porch, deck and roof improvements is one way to avoid expensive mistakes. Taking into account these items and having the general knowledge of things such as fireproofing and where to consider egress windows or tempered glass is another way to avoid a possible problem.

Other issues such as evaluating the contractor's ability to perform in accordance with the contract are important. This can avoid issues such as a project stalling before completion or extended and unplanned stays in alternative housing arrangements while interior work is underway in some scenarios.

Trying to be as proactive in your approach from the beginning in the management of the project's process can hopefully avoid issues before they can arise. Of course with consideration to the obvious unforeseen circumstances that can frequently arise, general experience in problem solving is important. Delays in a homeowners project due to issues that could have been easily prevented would be (and should be) considered an abject failure to deliver on the terms of the scope within the RFP.

Other issues that fall into the "unforeseen or unavoidable" category can hopefully be mitigated by the use of our own staff and extended network of construction and abatement professionals as the need arises. There isn't much we haven't seen or personally experienced in my 15+ years of working with apartment buildings, 10 of which being solely construction management related. We are a fully established company and cannot foresee any issues under current circumstances that would hinder our ability to perform in accordance with the specification to the benefit of all parties served through this program.

## 8. The cost for services as outlined in the RFP is broken down into 2 expense categories:

---

**Lead related Risk Assessments and project services:** To include complete Risk Assessments, first round clearance sampling where required and additional services as outlined in the RFP.

\$2,200 / unit \$33,000 / 15 units

Services for 30 non-lead HWR Rehab Program projects

\$1,800 / unit \$54,000 30 units

Total for above consulting services over 3 year period \$87,000



Please note the above does not include additional 3<sup>rd</sup> party professional fees required for developing a spec. Examples being civil or structural engineering, soil leachability testing, professional site plan drawings for municipal approvals and similar requirements arising that would be site specific.

The above bid proposal does include appropriate risk assessments performed by a Maine Risk Assessor for the 15 required properties.

Please feel free to contact me with any questions or concerns pertaining to any of the above.



Matthew Gardner

Lead Abatement Contractor- LC-0103  
Lead Abatement Supervisor- LS-0819  
Lead Inspector LI-0478  
RRP cert: NAT-RV-I-129306-17-0163  
Asbestos Consultant (Full) SF-0124  
Asbestos Abatement Contractor (Full) CF-0213  
Asbestos Inspector AI-0827  
Asbestos Air Monitor AM-0647  
Asbestos Design Consultant DC-0323  
Asbestos Project Supervisor AS-3101  
OSHA- Mold, Prevention, Remediation  
cert#9283D132-F8FB-11EA-95C6-0050568D5CA3

207-432-3393

[matthew@garmourgroup.com](mailto:matthew@garmourgroup.com)

911 Main St Sanford



**Proposal Scoring Sheet****RFP # 2020-1102-01****City of Biddeford Housing Rehab Consulting Services****Review by:** Planning Department Staff:

Wilkerson, Eddy

**FIRM:** **Southern ME Abatement & Consulting, LLC--Sanford**

| CRITERIA                                                                                                                                                                                                                                                                                   | SCORE   | COMMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. List 3 projects (and the associated reference contact information) most recently completed by the <u>Project Manager</u> who will be assigned to this RFP that are similar to the work to be done on behalf of the City of Biddeford.<br><i>(maximum response value of 12.5 points)</i> | 12/12.5 | The 3 references provided were positive across the board: property owners noted PM "consistently goes above & beyond;" is responsive; delivers high value for the dollar & "high attention to detail;" "would use his services again in a heartbeat" & "nothing but good things to say" RE: firm's customer service & technical aspects, as well as "time, project & budget management." Projects: Single family home lead abatement/historic preservation; 13-unit lead abatement in Portland; and investor client with multiple multi-unit rehab projects. |
| 2. List the most recent experience your firm has had in completing work funded by HUD Community Development Block Grants.<br><i>(maximum response value of 12.5 points)</i>                                                                                                                | 7/12.5  | Firm has not worked w/CDBG but has worked with HUD Lead Grant program for approx 1 year and is familiar with HUD guidelines, understands the specific HUD policies & procedures needed when working with a government payor. Firm is on the federally approved vendor list (SAM), has completed 2 substantial HUD-funded projects this year & has won 1 City of Biddeford HUD lead project to date (work not begun).                                                                                                                                         |
| 3. Does your firm currently have Housing Rehab Specialists on staff and/or Maine-licensed Lead Risk Assessors or Lead Supervisors? If not, explain how your firm will procure the needed services.<br><i>(maximum response value of 12.5 points)</i>                                       | 8/12.5  | Firm has no Housing Rehab Specialist but has not needed one as PM has delivered construction/rehab management full-time for 10+ years. PM is a Maine-licensed contractor w/Lead Abatement Supervisor & Lead Designer certs & plans to obtain Lead Assessor license imminently. Firm plans to outsource any lead risk assessing it cannot do to the City's contracted Lead Program assessment/design firm, Community Concepts.                                                                                                                                |
| 4. Discuss the process that your firm will require for contractors to obtain approval of materials, methods of installations, and other submittals.<br><i>(maximum response value of 12.5 points)</i>                                                                                      | 10/12.5 | Process will differ between Lead Abatement (where materials are spec'd by the designer) to other types of rehab. On-site inspections, proactive involvement of all parties in the project work (code, planning, historic preservation, owner, and sometimes professionals such as structural engineers, architects/CAD specialists) and matching invoices to materials/work scoped, completed & visually inspected is critical, as are value-engineering options that owner and City can consider.                                                           |

**Proposal Scoring Sheet**  
**RFP # 2020-1102-01**  
**City of Biddeford Housing Rehab Consulting Services**

**Review by:** Planning Department Staff:  
Wilkerson, Eddy

**FIRM:** **Southern ME Abatement & Consulting, LLC--Sanford**

|                                                                                                                                                                                                                                                                                                     |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5. Discuss the frequency and thoroughness of inspections that would be performed by your firm, as noted under "Inspection and Write-up Services." (maximum response value of 12.5 points)                                                                                                           | 9/12.5               | Will inspect: at set-up; when contractor requests payment; during visits w/owner; during prolonged project delays; as the project nears completion to avoid unforeseen issues, and at final walk-thru. Clear completion timelines will be established in the firm's contract documents. Write-ups will comply with City/HUD policies.                                                                                                              |
| 6. What is the current workload of the staff from your firm who will be assigned the responsibility for the work under this RFP? When could your firm begin providing the proposed services? (maximum response value of 12.5 points)                                                                | 10/12.5              | PM has immediate start/availability for weekly walk-thru's/inspections & will prioritize this work if awarded. Service: 0-2 days to contact eligible property owners; w/i 1 week for on-site inspection; 3-5 days to produce spec write-ups/independent cost estimate; 1-3 days for City-requested value engineering; 10-14 day notice to contractors for bid walk; 1-2 days for bid addenda notices; 24-48 hrs notice for final walk-thru w/Code. |
| 7. Describe and discuss any problems and possible solutions you foresee in completing the scope of work in this RFP. (maximum response value of up to 12.5 points)                                                                                                                                  | 10/12.5              | Firm believes being proactive upfront will generally avoid problems. Firm's back-up Lead Supervisor can cover for PM if there are any on-site issues of immediate importance in PM's absence. Problem-solving in the moment will be prioritized. Firm also has extensive network of construction/abatement contractors to tap if support needs arise.                                                                                              |
| 8. Provide the Total Project Cost to perform the requested services, based on <u>45</u> housing units to be rehabbed over a period not to exceed three years, with at least <u>15</u> units needing to be assessed and treated for lead-based paint hazards (maximum response value of 12.5 points) | 12/12.5              | <u>Cost per unit and total costs as follows:</u><br><b>Lead-related Risk Assessment &amp; Project Services:</b><br>\$2,200/unit x 15 units = \$33,000;<br><b>Non-lead/HWR Rehab Program Project Services:</b><br>\$1,800/unit x 30 units = \$54,000<br>Total cost over 3-year period = <u>\$87,000</u>                                                                                                                                             |
| <b>Total Score (Maximum of 100 Points)</b>                                                                                                                                                                                                                                                          | <b><u>78/100</u></b> | <u>Recommendation:</u><br>Though newer to HUD -funded projects, the firm/PM enjoys superior regard from references; has won a HUD rehab bid from the City in the past, and has put forth a total and cost-per-unit pricing schedule that is within the City's independent cost estimate & program budget. Staff recommend accepting this proposal.                                                                                                 |

## Independent Cost Estimate: *Rehab Consulting Services*

### 2/4 Unit Owner-Occupied Housing Rehab Program, RFP # 2020-1102-01

Assumes 45 units rehabbed over 3 years, 15 with Lead Hazards, 30 Without Lead Hazards

Estimate as of 11/2/2020

| Rehab Consulting Scope of Services          | Cost/Unit* | # Units | Total Cost, Est. |
|---------------------------------------------|------------|---------|------------------|
| Lead Inspections & Risk Assessments         | \$ 500     | 15      | \$ 7,500         |
| Lead Abatement Designs                      | \$ 600     | 15      | \$ 9,000         |
| Initial Inspection (No Lead)                | \$ 500     | 30      | \$ 15,000        |
| Scope, ICE & Lead Abatement Mgmt            | \$ 1,050   | 15      | \$ 15,750        |
| Scope, ICE & Unit Rehab Mgmt (No Lead)      | \$ 1,050   | 30      | \$ 31,500        |
| Lead Lab Pre Wipes (20 x \$20/test)         | \$ 400     | 15      | \$ 6,000         |
| Lead Lab Post Wipes (20 x \$20/test)        | \$ 400     | 15      | \$ 6,000         |
| Final Dust Clearance Certification          | \$ 250     | 15      | \$ 3,750         |
| Final Code/Building Inspection (No Lead)    | \$ 250     | 30      | \$ 7,500         |
| <b>TOTAL EST COSTS, LEAD, NO LEAD REHAB</b> |            |         |                  |

\*Estimated costs based on similar services provided to City

#### Estimate: REHAB CONSULTING SERVICES, Per Unit Cost

|                                                 |                 |
|-------------------------------------------------|-----------------|
| <b>Lead Rehab Consulting Cost Per Unit =</b>    | <b>\$ 3,200</b> |
| <b>No-Lead Rehab Consulting Cost Per Unit =</b> | <b>\$ 1,800</b> |

| Lead/No Lead  |
|---------------|
| Scope Totals  |
| Annual Cost   |
| Cost Per Unit |

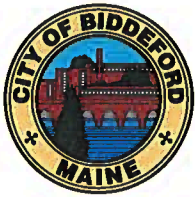
| RFP SCOPE OF SERVICES |                          |
|-----------------------|--------------------------|
| Lead Rehab Consulting | No Lead Rehab Consulting |
| \$ 7,500              |                          |
| \$ 9,000              |                          |
|                       | \$ 15,000                |
| \$ 15,750             |                          |
|                       | \$ 31,500                |
| \$ 6,000              |                          |
| \$ 6,000              |                          |
| \$ 3,750              |                          |
|                       | \$ 7,500                 |
| \$ 48,000             | \$ 54,000                |

| Lead Rehab Consulting | No Lead Rehab Consulting |
|-----------------------|--------------------------|
| \$ 16,000             | \$ 18,000                |
| \$ 3,200              | \$ 1,800                 |

15 units

30 units

# City of Biddeford, Maine



The Office of  
City Manager

**James A. Bennett**

Email: [jbennett@biddefordmaine.org](mailto:jbennett@biddefordmaine.org)

## MEMORANDUM

|              |                                                            |
|--------------|------------------------------------------------------------|
| <b>TO:</b>   | <b>Honorable Mayor Casavant<br/>Honorable City Council</b> |
| <b>FROM:</b> | James A. Bennett, City Manager                             |
| <b>DATE:</b> | December 29, 2020                                          |
| <b>RE:</b>   | <b>January 5, 2021 Committee of the Whole Discussion</b>   |

Members of the City Council at various times over the last couple of months express a desire to evaluate what it would take to have in person meetings instead of the virtual ones we currently have. Staff has evaluated the options and the only practical alternative that we could come up with is to hold the meetings in City Theatre. We have had some initial discussions with representatives of the Theatre and they are willing to accommodate this.

If the Council is in agreement that it wishes to move to a hybrid model (where the Council and limited staff would be in person) and the public would still attend virtually, it would require some expenditure of funds. We do not have the actual costs but have a reasonable estimate for the purpose of the discussion. I do expect to be able to provide some updated numbers for you on Tuesday evening.

There are two investments that will need to be made. First, the air exchange system will need to be upgraded. It is estimated that will be in the \$20,000 to \$25,000 range. This work will likely be done by the Theatre when they reopen to the public. Given the financial uncertainty for the Theatre (and other performing arts), they have elected to not spend any funds until they know with certainty that they will be reopening to the public. If we decided to use the facility prior to that date, having the air exchange upgraded would be advisable. A discussion about those costs are in order.

The second investment is to upgrade the broadcast capability to ensure the viewing public is able to participate effectively. This investment can be made at two different levels. The first level would be to make investments to allow the communications/civic engagement staff to set up temporarily for each meeting. The second level would be to make semi-permanent investment for broadcast capability. If that occurred, the facility would be readily available for city functions on an ongoing basis (subject to the availability and the Theatre Trustees). The best guess at this point is the first level would be around \$5,000 and the second level could approach the \$15,000 to \$20,000 level.

From my perspective, the guidance the Council can provide on Tuesday is as follows:

1. Does the Council want to proceed to meet in person in the near future in this hybrid format?
2. If that answer is yes to number 1:
  - a. Does the Council want to invest in the City Theatre to provide more safety for the members by upgrading the air exchange system?
  - b. Does the Council want to upgrade the broadcast capability beyond the minimum that is required?

If the Council is interest in meeting in person, staff will work to finalize the numbers and prepare them for formal Council orders as soon as practical.

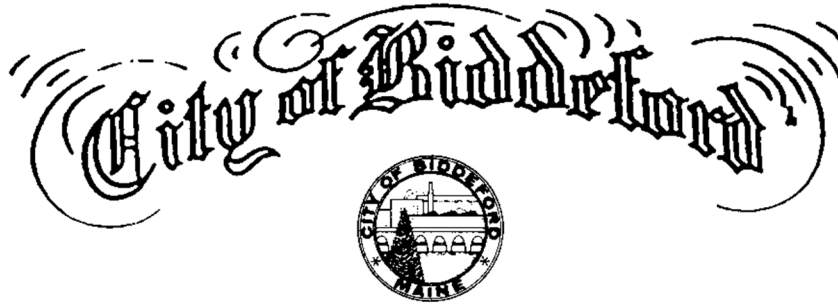
205 Main Street

Biddeford, ME 04005

Phone: 207.284.9313

Fax 207.571.0678

*The City of Biddeford is an equal opportunity provider. To file a complaint, write to  
Diana Depaolo, Human Resource Director, 205 Main Street Biddeford, ME 04005, or call (207) 286-0593.*



**IN BOARD OF CITY COUNCIL...JANUARY 5, 2021**  
**ORDERED**, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby  
re-appoint:

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

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

# CITY OF BIDDEFORD

## Application for City Committees, Commissions and Boards

Date: Dec 6, 2020

Name: GRAHAM P. GANZ

Street Address: 47 Oak Ridge Rd  
Biddeford, ME 04005

Mailing Address:  
(if different) \_\_\_\_\_

Phone Number(s): 207-423-7357

Email Address: grahamganz@gmail.com

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

- |                                                              |                                                            |
|--------------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Airport Commission                  | <input checked="" type="checkbox"/> Harbor Commission      |
| <input type="checkbox"/> Biddeford Fire Advisory Committee   | <input type="checkbox"/> Historic Preservation Commission  |
| <input type="checkbox"/> Biddeford Housing Authority         | <input type="checkbox"/> Planning Board                    |
| <input type="checkbox"/> Biddeford Police Advisory Committee | <input type="checkbox"/> Policy Committee                  |
| <input type="checkbox"/> Board of Assessment Review          | <input type="checkbox"/> Project Canopy Committee          |
| <input type="checkbox"/> Cable T.V. Committee                | <input type="checkbox"/> Recreation Commission             |
| <input type="checkbox"/> Capital Projects Committee          | <input type="checkbox"/> Shellfish Conservation Committee  |
| <input type="checkbox"/> Conservation Commission             | <input type="checkbox"/> Solid Waste Management Commission |
| <input type="checkbox"/> Downtown Development Commission     | <input type="checkbox"/> Wastewater Management Commission  |
| <input type="checkbox"/> Economic Improvement Commission     | <input type="checkbox"/> Zoning Board of Appeals           |

**CITY OF BIDDEFORD**  
**Committee Application**

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

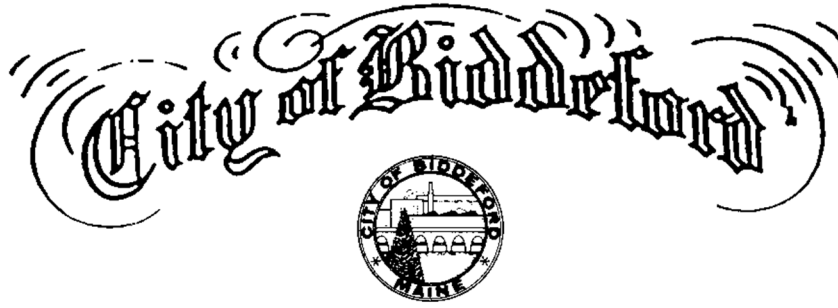
Harbor Commission 2016-2020

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

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

I'd like to continue my work with the harbor Commission.

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



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

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

**David Morissette  
8 Rosewood Circle  
Ward 3**

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



# CITY OF BIDDEFORD

## Application for City Committees, Commissions and Boards

Date: 12-15-2020

Name: DAVID B MORISSETTE

Street Address: 8 ROSEWOOD CIRCLE

BIDDEFORD ME, 04005

Mailing Address:  
(if different)

Phone Number(s): 207-284-1353

Email Address: DAVE-BRINTA@MAINE-RR.COM

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

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

**CITY OF BIDDEFORD**  
**Committee Application**

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

SHELLFISH WARDEN (PRIOR - STILL CERTIFIED)  
STILL ON SHELLFISH COMMITTEE

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

COMMERCIAL CLAM HARVESTER.

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

Protecting The CLAM FLATS FOR GENERATIONS  
TO COME.

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