



**City of Biddeford
City Council**

September 15, 2026 at 6:00 PM
City Hall Council Chambers & Teams

[Join Teams Meeting](#)

Microsoft Teams Meeting

Meeting ID: 245 050 825 885 60

Passcode: Lt7Lh3NW

Dial in by phone

+1 872-242-8054

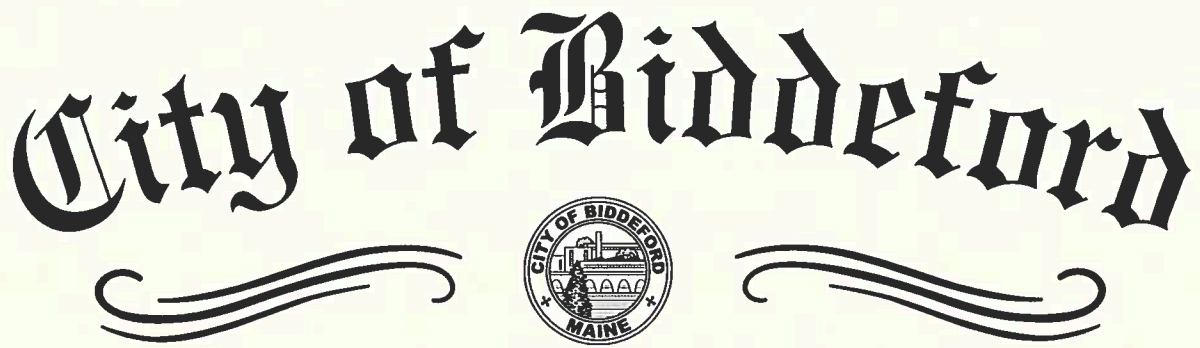
Phone conference ID: 703 667 973#

[Teams Instructions](#)

1. Roll Call
2. Pledge of Allegiance
3. Adjustment(s) to Agenda
4. Proclamation
 - 4.a Greater Biddeford-Saco Altrusa's 50th Anniversary
 - 4.b 2026 Hispanic Heritage Month -Proclamation
5. Appointments
 - 5.a 2026.127 Approval - Mayoral Appointment to a Committee - Councilor- ORDER
6. Presentation
 - 6.a Efficiency Maine Presentation
 - 6.b Municipal Obligations and Options Regarding Immigration Enforcement — City Solicitor Harry Center
7. Public Addressing the Council

(3 minute limit per speaker for up to a total of 15 minutes)
8. Consideration of Minutes
 - 8.a Approval of City Council Meeting Minutes 9.1.2026

- 8.b Approval of Special City Council Meeting Minutes 9.2.2026
- 9. Second Reading
 - 9.a 2026.124 Approval — Industrial Pretreatment Program Fee Ordinance Update - Second Reading
- 10. Orders of the Day
 - 10.a 2026.132 Approval- Milton Cat-2026 Caterpillar 908 Compact wheel loader with plow package
 - 10.b 2026.128 Approval - Ad Hoc Biddeford Beach Management Task Force- RESOLUTION
 - 10.c 2026.129 Approval - Refer Lester B. Orcutt Blvd. Safety and Public Access Improvement to Traffic Committee for Recommendation
 - 10.d 2026.130 Approval - Agreement between the City of Biddeford and the Maine Judicial Branch
 - 10.e 2026.131 Approval - Authorize The Sale of 162 Hills Beach Road to Hills Beach Community Center, Inc.
- 11. Public Addressing the Council
(5 minute limit per speaker)
- 12. City Manager Report
- 13. Committee Updates by Council
- 14. Other Business
- 15. Council President Addressing the Council
- 16. Mayor Addressing the Council
- 17. Executive Session -1 MRS 405 (6) E- Legal Matter and 1 MRS 405 (6) C- Real Estate Matter
- 18. Adjourn



PROCLAMATION

Honoring the 50th Anniversary of Altrusa International of Greater Biddeford-Saco

WHEREAS, for fifty years, Altrusa International of Greater Biddeford-Saco has brought people together through a shared commitment to leadership, partnership, service, and literacy, working to improve the lives of others throughout Biddeford, Saco, and the surrounding area; and

WHEREAS, since its founding in 1976, generations of Altrusa members from different backgrounds and walks of life have given their time and talents to meet needs both large and small, finding friendship and common purpose through service to others; and

WHEREAS, literacy has remained at the heart of that tradition, with Altrusa sharing thousands of books with local children and families, participating in beloved events including Winterfest, River Jam, HarborFest, and the Saco Arts Festival, maintaining ten Little Free Libraries throughout Biddeford and Saco, and supporting Story Walks at Clifford Park; and

WHEREAS, Altrusa's service reaches across our cities, from serving meals at Bon Appétit and supporting local food pantries, to providing backpacks and school supplies for adoptive and foster families, assembling Newborn Assistance Program bags, distributing kindness bags, hosting gatherings for residents of St. André and The Wardwell, and providing academic awards and scholarships; and

WHEREAS, through these efforts, Altrusa has demonstrated that service is not defined by any single project, but by the steady accumulation of books shared, meals served, students encouraged, families supported, and relationships built over five decades; and

WHEREAS, this anniversary also honors the generations of members who have built and sustained the organization, with special recognition given to Charter Members Denise Doyon and Judith Cadorette, who helped begin this tradition in 1976 and have remained members throughout all fifty years of Altrusa International of Greater Biddeford-Saco's history, representing an extraordinary lifetime of service and an enduring connection between the organization's founding and its work today; and

WHEREAS, as Altrusa celebrates its first fifty years, its enduring spirit of service provides a strong foundation for the next fifty, when new generations will inherit both the example and the opportunity to find their own ways to serve Biddeford, Saco, and their neighbors;

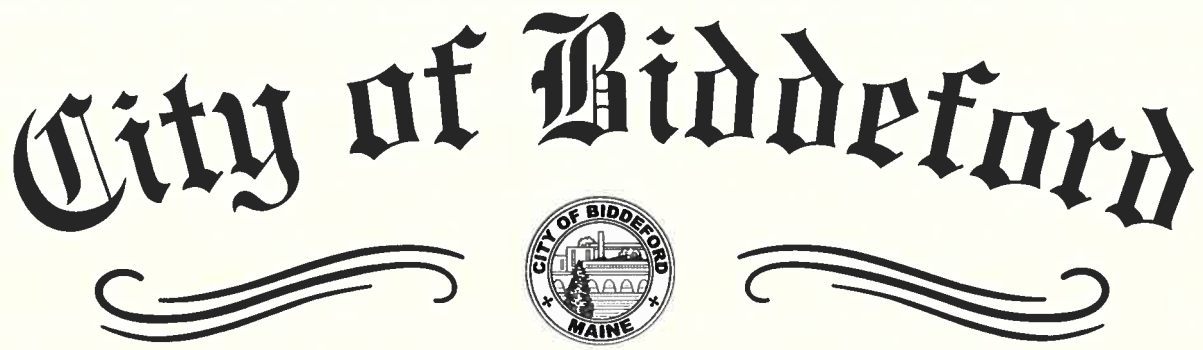
THEREFORE, be it resolved, that I, Liam LaFountain, Mayor of the City of Biddeford, do hereby recognize and celebrate the 50th Anniversary of Altrusa International of Greater Biddeford-Saco, and extend the City's gratitude to its current and former members for five decades of generosity, fellowship, and service, with every confidence that the next fifty years will bring new members, new ideas, and new acts of kindness while carrying forward the same enduring commitment to others.

*In Witness Whereof, We the undersigned have herewith affixed
our signatures this 1st day of September 2026.*

Liam LaFountain, Mayor



City Clerk



PROCLAMATION

HISPANIC HERITAGE MONTH PROCLAMATION

WHEREAS, Hispanic Heritage Month is observed annually from September 15 through October 15 to honor the histories, cultures, achievements, and enduring contributions of Hispanic Americans; and

WHEREAS, the 2026 theme, "Together, We Are More – Unidos, Somos Más," reflects the strength found in the diverse cultures, experiences, languages, traditions, and perspectives that enrich our nation; and

WHEREAS, here in Biddeford, Hispanic residents are our neighbors, coworkers, classmates, students, business owners, leaders, friends, and families whose service, labor, entrepreneurship, creativity, and civic engagement strengthen our city; and

WHEREAS, Hispanic residents are an essential part of Biddeford's identity and future, and every person who lives, works, learns, worships, or raises a family here deserves to feel safe, respected, welcomed, and valued;

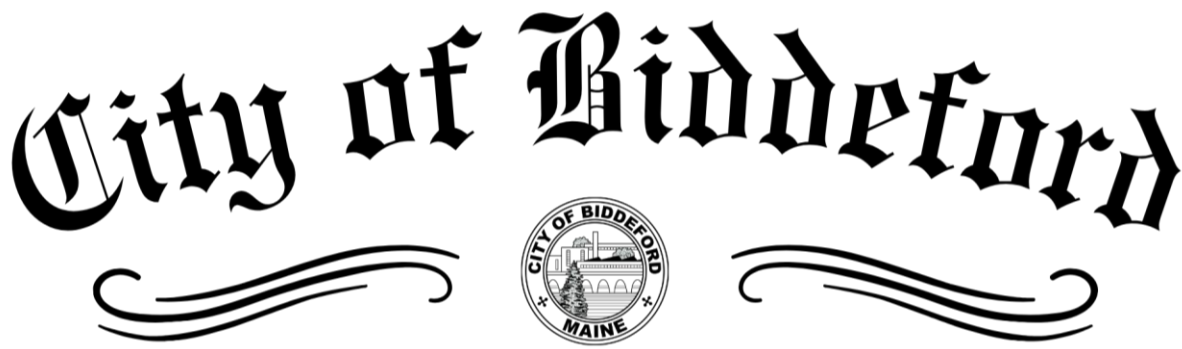
NOW, THEREFORE, I, Liam LaFountain, Mayor of Biddeford, do hereby proclaim September 15 through October 15, 2026, as Hispanic Heritage Month in the City of Biddeford and encourage residents to recognize the cultures, accomplishments, and lasting contributions of Hispanic Americans; and to help build a city where every resident knows they belong.

*In Witness Whereof, We the undersigned have herewith affixed
our signatures this 15th day of September 2026.*

Liam LaFountain, Mayor



City Clerk



PROCLAMATION

PROCLAMACIÓN DEL MES DE LA HERENCIA HISPANA

CONSIDERANDO QUE, el Mes de la Herencia Hispana se celebra anualmente del 15 de septiembre al 15 de octubre para rendir homenaje a la historia, la cultura, los logros y las contribuciones perdurables de los hispanoamericanos; y

CONSIDERANDO QUE, el lema de 2026, “Juntos, somos más: Unidos, somos más”, refleja la fuerza que se encuentra en las diversas culturas, experiencias, idiomas, tradiciones y perspectivas que enriquecen nuestra nación; y

CONSIDERANDO QUE, aquí en Biddeford, los residentes hispanos son nuestros vecinos, compañeros de trabajo, compañeros de clase, estudiantes, empresarios, líderes, amigos y familiares, cuyo servicio, trabajo, espíritu emprendedor, creatividad y compromiso cívico fortalecen nuestra ciudad; y

CONSIDERANDO QUE, los residentes hispanos son una parte esencial de la identidad y el futuro de Biddeford, y toda persona que viva, trabaje, estudie, practique su culto o forme una familia aquí merece sentirse segura, respetada, acogida y valorada;

POR LO TANTO, yo, Liam LaFountain, alcalde de Biddeford, por la presente, proclamo que el periodo comprendido entre el 15 de septiembre y el 15 de octubre de 2026 será el Mes de la Herencia Hispana en la ciudad de Biddeford, y aliento a los residentes a reconocer las culturas, los logros y las contribuciones perdurables de los hispanoamericanos, así como a ayudar a construir una ciudad en la que todos los residentes se sientan integrados.

*En fe de lo cual, los abajo firmantes estampamos aquí
nuestras firmas, el 15 de septiembre de 2026.*

Liam LaFountain, alcalde

Secretario municipal

City of Biddeford



2026.127 IN BOARD OF CITY COUNCIL... , SEPTEMBER 15, 2026
BE IT ORDERED, that I Liam LaFountain, Mayor of Biddeford, do hereby appoint:

Councilor Jessica Muisse
Ward 4
To the Personnel Committee
For a term to expire December 7, 2027

Councilor Jessica Muisse
Ward 4
To the Public Art Commission — City Council Representative
For a term to expire December 7, 2027

Councilor Jessica Muisse
Ward 4
Biddeford-Saco Chamber of Commerce — City Council Liaison
For a term to expire December 7, 2027

Councilor Abigail Woods
Ward 2
To the Wastewater Management Commission- City Council Liaison
For a term to expire December 7, 2027

Councilor Abigail Woods
Ward 2
To the Biddeford Education Foundation
For a term to expire December 7, 2027

Attest by: _____
City Clerk

Residential, Commercial, and Industrial Offerings

Efficiency Maine Introduction

- Runs the State's energy efficiency programs
- Provides incentives, financing, tools, and a database of independent installers
- Funded by electric ratepayers, Regional Greenhouse Gas Initiative, federal grants, and other sources
- Board appointed by the governor and confirmed by the legislature

Free Rebate Brochure to Share with Residents

Efficiency Maine Maximum Rebates

	Upgrade	Low Income	Moderate Income	Any Income
1	Heat pump water heaters	\$1,150	\$1,150	\$1,150
2	Heat pumps	\$9,000	\$6,000	\$3,000
3	Insulation	\$8,000	\$6,000	\$4,000
4	Electric vehicles	\$8,000	\$6,000	n/a
5	Batteries	\$100s/yr	\$100s/yr	\$100s/yr


Residential Rebates

Here is a partial list of the maximum rebates and discounts for investments in energy efficiency.

Upgrade	Maximum Efficiency Maine Rebates			
	Low Income	Moderate Income	Any Income	
Water Heaters	Heat Pump Water Heater	\$1,150	\$1,150	\$1,150
Heating and Cooling	Heat Pumps	\$9,000	\$6,000	\$3,000
	Ducted Heat Pumps for Single-Family Mobile Homes	\$12,000	\$7,000	\$1,000
	Pellet/Wood Boilers/Turnover	\$6,000	\$6,000	\$6,000
	Geothermal	\$3,000	\$7,000	\$1,000
Weatherization	Insulation	\$8,000	\$6,000	\$4,000
Electric Vehicles/Charging	All-Electric Vehicles	\$8,000	\$6,000	N/A
	EV Fast Chargers	\$136	\$260	\$260
Appliances	Disposal Vessels	\$20	\$56	\$50
Other	EDM Circulator Pumps	\$75	\$75	\$75

Eligibility requirements apply. Program and rebates subject to change or termination.

FINANCING

Efficiency Maine's Green Bank offers home energy loans to help homeowners pay for qualifying energy upgrades. To make the loan process as simple as possible, Efficiency Maine has implemented a new, streamlined online lending platform for loan applications and servicing. It's easy and fast.

Visit efficiencymaine.com for details or call 866-376-3463

6/6/2015

Efficiency Maine Green Bank

Loans are available to help homeowners or small businesses pay for qualifying energy equipment and upgrades.

Visit our website for up-to-date loan and finance offerings.



- Online applications
- Application support available 8:00 a.m. to 5:00 p.m. Monday through Friday except holidays.

Website Information



Efficiency Maine Registered Installers

Find a Residential Registered Vendor

Use this tool to find a residential energy efficiency contractor near you. Efficiency Maine recommends getting estimates from at least three contractors.

[CLICK HERE FOR QUESTIONS TO ASK A REGISTERED VENDOR](#)

Services:

Select

ZIP Code:

Distance:

25 Miles

Sort by:

Number Of Rebates*

SEARCH

**Use our search
feature to find a
vendor near you.**

- Find an independent, certified, and insured installer in your area
- Search by service offered
- Suggested questions to ask when selecting an installer

Online Resources for Municipalities

Resources for Municipalities



Efficiency Maine has a number of resources for towns and cities wanting to help their residents and businesses save money and increase their energy efficiency.

[Click here](#) for municipal incentives.

Outreach Resources

1. Efficiency Maine Rebates Brochure
2. Efficiency Maine Brochure Request Form
3. Learn about collective purchase
4. Installer Locator



1. View Efficiency Maine incentive brochures and have them mailed to you at no cost
 - Insert as tax bill stuffers
 - Stock municipal buildings
 - Share at community events
2. Learn about collective purchase
3. Help residents find local installers
4. Sponsor fairs, open houses, etc.

Thank you.
efficiencymaine.com
866-376-2463

Memorandum

TO: Mayor, City Council
From: Harry B. Center, II, Esq. City Solicitor
Date: September 9, 2026
RE: Municipal Obligations & Options Re: ICE Enforcement

Following the events of July 13, 2026, I have been asked to review the City's legal obligations with respect to Immigration and Customs Enforcement (hereinafter "ICE"). I also have been asked to research and advise what ordinances, policies, directives to City employees and/or actions that the City of Biddeford may adopt with respect to ICE activities within the City of Biddeford.

1. Immigration Enforcement Activity

Our American system of government is one of dual sovereignty, meaning that both the federal government and the states wield sovereign powers. *Murphy v. Nat'l Collegiate Ath. Ass'n*, 584 U.S. 453 (2018). By extension and through Maine's Home Rule authority, Maine municipalities also possess broad governmental authority. (See generally, 30-A M.R.S. § 3001 et. seq.) However, state and local governments are limited in several ways under the United States Constitution, specifically by the so-called "Supremacy Clause" and the doctrine of preemption. The Supremacy Clause in the United States Constitution provides that federal law is the supreme law of the land and when federal and state law conflict, federal law is supreme and state law is preempted. *United States v. New York*, 814 F. Supp. 266 (U.S. ND NY 2025). Keep in mind that despite the Supremacy Clause, the Constitution does not grant unlimited legislative powers to Congress, as the Tenth Amendment provides that Congress' legislative powers are certain and enumerated, and all other legislative power is reserved for the States. (Tenth Amendment U.S. Const.).

With this background, it is clear that the federal government has broad and undoubted power with respect to immigration. *Arizona v. United States*, 567 U.S. 387 (2012). In fact, the United States Constitution grants Congress the power to establish a Uniform Rule of Naturalization. *Art. I, § 8, cl. 4*. Pursuant to that Constitutional grant of authority, Congress passed the *Immigration and Nationality Act ("INA")*, 8 U.S.C. § 1101 et. seq. The Supremacy Clause gives Congress the power to pre-empt state law. The doctrine of preemption provides that state law (and implicitly local/municipal law) must give way to federal law, precluding state and local governments from regulating conduct in a field that Congress has determined must be regulated by its exclusive governance. *Gade v. National Solid Wastes Management Ass'n*, 505 U.S. 88. The Federal Government has broad, undoubted

power over the subjects of immigration and the status of aliens. This Federal power to determine and conduct immigration policy is well settled. *Arizona v. United States*, 567 U.S. 387, 395.

Within the sweeping federal legislation that governs immigration control, there are two sections which authorize -but not require - state and local officials to arrest and/or detain alleged illegal aliens. Those statutes also allow local and state agencies to cooperate in the detention and arrest of illegal aliens¹-however there is no mandate or requirement that state and local governments participate in such conduct. Those federal statutes are set forth at 8 U.S.C. § 1252(c) and §1357. Those federal statutes authorize state and local officials to arrest and detain alleged illegal aliens and allow the U.S. Attorney General to enter agreements with state and local governments to investigate, apprehend or detain alleged illegal aliens and to transport them across state lines to detention centers.

Notwithstanding federal preemption over all overt acts to enforce immigration laws, the *Tenth Amendment* of the United States Constitution and the so-called “*anticommandeering rule*” preclude the federal government from compelling states and local governments to enforce federal immigration law. Under the anticommandeering rule, the U.S. Congress cannot issue direct orders to state or local lawmakers, and state and local governments can refuse to adopt federal immigration policies- even if their refusal “inevitably frustrates” federal immigration enforcement. *U.S. v. California* 921 F. 3d 865 (9th Cir. 2019). This case applied the anticommandeering rule to a California law which prohibited state law enforcement from asking individuals about their immigration status or detaining individuals based on federal immigration “hold” requests along with limiting local law enforcement’s ability to release detained individuals to federal immigration authorities.

Based on an abundance of Federal Court decisions interpreting the anticommandeering doctrine or rule, it is my opinion that the City of Biddeford may lawfully pass or adopt ordinances or policies which limit or preclude any cooperation or assistance to ICE immigration enforcement.

2. Options for the City of Biddeford to Consider

This memorandum addresses potential ordinances and/or policies that the City may consider in response to recent ICE activities. The memorandum also reviews State law and other municipal approaches to ICE enforcement.

¹ I realize that the term “alien” is considered derogatory by some, however Federal Law expressly defines the term 8 U.S.C. § 1101 (a) (3).

A. LD 1971

The State Legislature passed what is called “LD 1971” which recently took effect. The law was passed without Governor Mills’ signature, as she reportedly stated that while she approves of the law, she had concerns about some of the language. That statute applies to the Biddeford Police Department. Pursuant to LD 1971, the Biddeford Police Department is prohibited from conducting immigration enforcement activities, prohibited from investigating individuals solely for suspected violations of federal immigration laws and prohibited from inquiring into a person’s immigration status.

B. Other Municipal Responses

LD 1971 applies solely to law enforcement. Some Maine municipalities have passed ordinances precluding the use of municipal funds and prohibiting municipal employees from assisting ICE in any way. Currently, the Cities of Portland, Rockland and Lewiston have specific ordinances all which appear identical and I attach Lewiston’s because it is in the clearest format.

The City of Portland, Maine adopted a “Staff Guideline” for dealing with ICE enforcement. Municipal staff are given instructions on how to engage with federal law enforcement officers. Municipal staff are cautioned that they must cooperate as required by law, however staff are directed to request that any ICE agent provide identification, and request to see a judicial warrant. Portland’s staff guidance does ensure that if a valid judicial warrant is produced, staff are counseled to be polite and cooperative. If there is no judicial warrant², staff are instructed to politely refuse ICE entry to any non-public area. I have attached Portland’s staff guidance, as it is very comprehensive. The guidance also advises that staff should immediately contact a supervisor and Portland has an incident report form for all ICE encounters.

In addition to ordinances, the City of Biddeford may consider zoning amendments that would preclude any ICE facilities or detention facilities. The Council could consider additions to the Land Use Code to prohibit any facilities or structures in Biddeford from being used as detention facilities or offices housing ICE agents.

² I note that the City of Portland’s Staff Guidance for interaction with Immigration Enforcement refers to Judicial Warrants. A significant aspect of concern regarding this recent ICE enforcement is that Administrative Warrants are being issued by the Agency, as opposed to having a ‘neutral and detached’ magistrate or judicial officer determine whether there is probable cause that a person is illegally in the United States.

C. Zoning Restrictions

I am not aware of any Maine Municipalities that have used zoning as a tool to provide protection to the targets of this ICE campaign. The City of Chicago has adopted zoning restrictions that preclude ICE from conducting activity on various City properties. The Mayor of Chicago passed the zoning restrictions as an executive order. The City of Biddeford does not pass ordinances in that manner. Any zoning restrictions on ICE use of City property to conduct civil immigration enforcement activity would need to be adopted pursuant to our ordinances.

The Chicago executive order proclaimed that City's commitment to the safety, dignity and human rights of all residents, regardless of immigration status (as well as race, religion or national origin). The order further recognized that the ICE civil enforcement activities have undermined community trust, caused fear and created a barrier to essential city services. The Order further stated that legitimate public safety is best achieved by trust and collaboration between agencies and not by militarization and unnecessarily aggressive conduct.

Based on those principles, the City of Chicago prohibited the use of city owned parking lots, vacant lots, parks, garages and virtually any city owned property from being used as a staging area for ICE civil immigration enforcement. Prohibitions may also include a ban on using city owned property for immigration processing locations and operations bases.

In addition to passing zoning ordinances precluding the use of city property by ICE for civil immigration enforcement, Chicago also assisted private landowners to prohibit ICE from using private property as well. The City of Chicago designed and printed standardized signage that private landowners and leaseholders could display to delineate private property in which the landowner or leaseholder chose to restrict activities related to civil immigration enforcement. Chicago made these signs available to the public free of charge. Examples of private properties that the owners or leaseholders chose to ban ICE civil immigration activity from included businesses, medical offices and facilities and institutions of faith.

If the City of Biddeford chooses to adopt such zoning regulations, I would work with the City Planner and Code Enforcement Officer to draft the applicable regulations. I anticipate such regulations would consist of making federal ICE civil immigration enforcement prohibited use on all city property. The City may also consider precluding as a use, immigration detainment facilities, ICE offices or facilities and any ICE related uses.

South Portland, Westbrook and Augusta have passed "Resolutions", denouncing ICE tactics, supporting immigration and such, but those municipalities do not have ordinances.

These resolutions in my opinion are expressions of sentiment, and are not actual overt governmental responses.

i. Civil Immigration Enforcement

It is important to note the distinction between criminal and civil ICE enforcement. The Chicago restrictions expressly state “civil immigration enforcement”. The Lewiston and Rockland ordinances do not distinguish between civil and criminal immigration enforcement, however those ordinances do provide qualifying language such as “...except as required by federal or state law...”, meaning municipal officials are allowed to cooperate with ICE if it is required by law.

Generally, ICE distinguishes “criminal” and “civil” immigration arrests by the legal basis for the action underlying the allegation of being an “illegal immigrant”. According to materials from ICE, criminal enforcement occurs when an individual has a criminal conviction or there is a warrant for arrest signed by a judge or a neutral and detached magistrate. This is based on the 4th Amendment of the United States Constitution. City officials are not required to assist in the enforcement of federal criminal law, however local law enforcement may have an obligation, depending on the circumstances, to become involved in immigration enforcement, should a violation of state criminal law be applicable.

Civil immigration enforcement activity consists of ICE bypassing a warrant authorized by a neutral and detached magistrate or judge, utilizing an internal administrative warrant issued by the agency itself. In my opinion this violates the 4th Amendment of the United States Constitution. ICE would argue that an individual who has an expired visa or other technical reason for not having a current visa are subject to removal, just not subject to a separate criminal charge. In my opinion the City and its employees do not have any legal responsibility to assist any ICE activity that is based solely on ICE’s own paperwork.

CONCLUSION

In my opinion, the Council has several options to demonstrate to both the immigration community and the community as a whole that the City of Biddeford denounces the ICE tactics and enforcement techniques. There is a broad spectrum as to how that message as well as action could be implemented.

With the passage of LD 1971, the Council may choose to rely on that State Law, which precludes the Biddeford Police Department from assisting with ICE enforcement. Should the Council feel that LD 1971 is sufficient, it may also want to consider another proclamation in the similar fashion as Westbrook and South Portland have done.

Alternatively, the Council may take the approach of Rockland and Lewiston and pass the attached ordinance that those Cities have adopted. As well as potentially modifying that ordinance as the Council deems fit. Potential options include:

1. Expressly codifying within the City ordinance, the limitations on law enforcement set forth in LD 1971
2. Prohibiting the use of city funds and all other ICE assistance.
3. Issuing Guidelines to staff for interactions with ICE.
4. Zoning Amendments as discussed herein.
5. Regulating ICE activity on City owned property.
6. Assisting private landowners and lease holders with signage to preclude ICE activity.
7. Require all City staff, potentially including law enforcement, to demand identification from any ICE agent, whenever any ICE enforcement is conducted on City property.
8. Require City staff, including law enforcement, to document all interaction with ICE. Regarding law enforcement, this would likely be limited to civil enforcement.
9. Require ICE to utilize judicial warrants for enforcement activities within the City of Biddeford.
10. Reiterate and confirm the City's support of peaceful protest of ICE.
11. State the City's willingness to investigate and hold ICE accountable, to the extent allowable.

Regardless of the approach taken by the Council, enforcement of immigration law rests exclusively with the Federal Government. The City of Biddeford has no jurisdiction to force the Department of Homeland Security, or ICE to practice immigration law enforcement in a safe, humane, transparent, accountable manner.



Scope of Guidance

This document provides guidance on how to engage with federal law enforcement officers as a staff member of HHS while in the workplace. It is not applicable to any engagement with federal law enforcement officers outside of the workplace.

In engaging with federal law enforcement agents, including those from the United States Immigration and Customs Enforcement (ICE), all staff are obligated to follow applicable state, federal, and local laws, regulations, and ordinances.

Nothing in this guidance shall be construed to prohibit any city officer or employee from cooperating with federal immigration authorities as required by law. This guidance is not intended to be detailed legal advice but is designed to be a user friendly guide to such circumstances.

Roles + Responsibilities

- **Division Directors** are responsible for identifying staff who need to be trained and ensuring they are trained on this guidance.
- **Designated “access” control staff** are those who control entry and exit to non-public spaces (such as security guards and/or admin staff) as well as those who monitor public spaces (such as the clinic waiting room).
- **On Site Supervisor** is the most senior staff member on site for the facility at the time of the encounter. It could be the Department Director, Division Director, Administrator, a Manager, etc.
- The **Department Director** is responsible for ensuring this guidance stays up to date with City protocols and updating the City Executive Office regarding any encounters with federal law enforcement officials.

Applicability

- This guidance applies to all HHS physical spaces and people within them.
- Employees are encouraged to comply with these procedures whenever possible but will not be disciplined for failing to abide by this guidance.

Events and Procedures

What to do if immigration and customs enforcement officials arrive at a City Shelter, administrative offices, or other non-public spaces such as the shelter bus.

- **Contact your on-site supervisor.** This should be the most senior staff present in the building at the time. The site supervisor is likely the most appropriate person to handle the engagement, however, if that is not possible, the access control staff may be the appropriate individual to handle the encounter. **The on-site supervisor should then move forward with the following steps.**
- **Document Identity of ICE Agents.** This can be done by asking for a business card, or name and badge number. Clarify if they are ICE or Police (sometimes ICE wear clothes that state Police). Note: Portland PD does NOT conduct immigration enforcement.
 - Ex: “Officer; please give me your name, badge number and provide me with any warrant you have with you today. And are you with the Police or ICE?”
- **Request to see a warrant.** Verify the warrant is a judicial warrant from a United States court and signed by a judge or magistrate. If it is not signed, it is not valid. Administrative warrants (warrants signed by an ICE officer instead of a judicial officer) DO NOT require facilities to provide access to non-public spaces. See the guidance annexes for examples.
 - **If they have a judicial warrant,** ask for a copy for your records. Verify that the warrant is signed by a judge/magistrate and check which locations are listed on the warrant/that the address is correct. Allow them entry to the spaces identified in the warrant, including locked spaces, and/or access to the individuals listed in the warrant. If the warrant just specifies the building address, they should be allowed to access any space within that building. Proceed to next steps.
 - **If they do not have a valid judicial warrant,** politely refuse entry. You can say: “Since you do not have a judicial warrant, it is our policy that you are not allowed to enter non-public areas of the facility.” The staff member does not need to answer further questions. “I do not want to answer any questions, please leave

your contact information. Thank you.” Alternatively, you can direct them to Corporation Counsel with any questions.

- Corporation Council Contact details: (207) 874-8480

- **If ICE Agents have a valid judicial warrant- Allow Entry**

- **DO:**

- Be respectful.
 - Accompany the ICE officers to the areas outlined in the warrant.
 - If anyone is arrested, ask for the names of the individuals arrested and where they are going to be held. If no names are provided, create a list of who is missing after ICE leaves.

- **DO NOT**

- Interfere with ICE officers conducting their business. Doing so could violate the law and subject staff to criminal charges including obstruction of justice and abetting a crime.
 - DO NOT physically block them. Staff should keep a reasonable distance.
 - DO NOT direct others not to speak with them.
 - DO NOT help individuals escape/hide.

- **If ICE Requests Immigration Information** (during or separate from physical entry to a building)

- Only release information that is specifically described in a valid warrant.
 - If ICE does not have a warrant, inform them that City staff are prohibited from providing the requested information.

Waiting Rooms

If ICE officer/s show up at the clinic/Barron/GA waiting room, ask for a warrant. If they have one, follow procedures above. If they don't, politely ask them to leave noting that only clients are allowed to enter the space, and that members of the general public are asked to leave.

AFTER the ENGAGEMENT

- a. Immediately call the Department Director at (207) 653-2273. If the Department d Css Director is not available, call Corporation Counsel at (207)874-8480.
2. Complete an ICE encounter incident report (see annex 3)
3. A debrief will be held to identify follow up support for those affected, necessary information sharing, and any updates needed to this guidance

FURTHER NOTES:

- Staff and/or residents may be deeply affected by encounters with ICE. HR will work with the team to provide appropriate support.
- If children are affected, the Division Director will coordinate appropriate linkages to resources for those children.
- Staff **cannot** ask ICE to leave public spaces such as the sidewalk/parking lot, etc.

Reporting:

The Responding Staff that handled the encounter should fill out an incident report as soon as possible/practical after the encounter to document what happened and who was affected (see annex 3). Follow up actions will be documented in the debrief if not possible at the time of the incident report.

ANNEX 1: Example Judicial Warrant

AO 93 (Rev. 12/09) Search and Seizure Warrant **This is a judicial search warrant. It DOES authorize agents to enter your home.**

UNITED STATES DISTRICT COURT **Issued by a COURT.**

for the
Eastern District of California

In the Matter of the Search of
(Briefly describe the property to be searched
or identify the person by name and address)

540 Oak Avenue
Davis, California 95616

)
)
) Case No.
)
)

SEARCH AND SEIZURE WARRANT

To: Any authorized law enforcement officer **2:11-SW-0161 EFB**

An application by a federal law enforcement officer or an attorney for the government requests the search
of the following person or property located in the EASTERN District of CALIFORNIA
(Identify the person or describe the property to be searched and give its location):
SEE ATTACHMENT A, ATTACHED HERETO AND INCORPORATED BY REFERENCE

Read attachments to make sure they are regarding YOU and YOUR address, not someone else's.

The person or property to be searched, described above, is believed to conceal *(Identify the person or describe the
property to be searched)*
SEE ATTACHMENT B, ATTACHED HERETO AND INCORPORATED BY REFERENCE

I find that the affidavit(s), or any recorded testimony, establish probable cause to search and seize the person or
property. **Date for warrant, not
to exceed 14 days**

YOU ARE COMMANDED to execute this warrant on or before **5-9-2011**
(not to exceed 14 days)

☐ in the daytime 6:00 a.m. to 10 p.m. ☐ at any time in the day or night as I find reasonable cause has been
established.

Unless delayed notice is authorized below, you must give a copy of the warrant and a receipt for the property
taken to the person from whom, or from whose premises, the property was taken, or leave the copy and receipt at the
place where the property was taken.

The officer executing this warrant, or an officer present during the execution of the warrant, must prepare an
inventory as required by law and promptly return this warrant and inventory to United States Magistrate Judge

(name)

☐ I find that immediate notification may have an adverse result listed in 18 U.S.C. § 2705 (except for delay
of trial), and authorize the officer executing this warrant to delay notice to the person who, or whose property, will be
searched or seized (check the appropriate box) ☐ for _____ days (not to exceed 30).
☐ Until, the facts justifying, the later specific date of _____

Date and time issued: **4-25-2011**
at 10:00 AM  **Signed by a JUDGE.**

City and state: **SACRAMENTO CALIFORNIA** **EDMUND F. BRENNAN, U.S. MAGISTRATE JUDGE**
Printed name and title

Source 1 National Immigration Law Center <https://twitter.com/NILC/status/1149755946081538049?s=20>

ANNEX 2: ICE Administrative Warrant (does NOT grant entry)

U.S. Department of Justice
Immigration and Naturalization Service

Warrant of Removal/Deportation

File No: _____

Date: _____

To any officer of the United States Immigration and Naturalization Service:

(Full name of alien)

who entered the United States at _____ on _____
(Place of entry) (Date of entry)

is subject to removal/deportation from the United States, based upon a final order by:

- ☐ an immigration judge in exclusion, deportation, or removal proceedings
- ☐ a district director or a district director's designated official
- ☐ the Board of Immigration Appeals
- ☐ a United States District or Magistrate Court Judge

and pursuant to the following provisions of the Immigration and Nationality Act:
Section 241(a)(5) of the Immigration and Nationality Act(Act), as amended.

I, the undersigned officer of the United States, by virtue of the power and authority vested in the Attorney General under the laws of the United States and by his or her direction, command you to take into custody and remove from the United States the above-named alien, pursuant to law, at the expense of the appropriation. "Salaries and Expenses Immigration and Naturalization Service 2002," including the expense of an attendant if necessary.

(Signature of INS official)

(Title of INS official)

(Date and office location)

ANNEX 3: Post Encounter Incident Report

NOTE: Please only fill in the information that you have, if you do not have badge information, names, etc that is OK, just do the best to write down any information you do have.

Date of Report:

Time of Report:

Author:

Recipients: Corporation Counsel, Assistant City Manager, Department Director, Division Director, Police Chief

- 1. What was the date and time of the action?**
- 2. How many agents were present?**
- 3. What were the names and/or badge numbers of the agents? (If you have this information)**
- 4. How did the agents' uniforms identify them (i.e., ICE, police, etc.)?**
- 5. Why did they say they were at the facility?**
- 6. Did you or another staff member ask to see a judicial warrant?**
- 7. Did the agents present a judicial warrant? Provide the copy and or content details (if you have it)**
- 8. Did the agents enter the facility?**
- 9. If so, did you or another staff member accompany agents on their search? Which staff members?**
- 10. Describe the agents' actions during their search of the facility, including their search area, their interactions with people at the facility, whether they made any arrests or seized any items**
- 11. Who was present during the agents' entry?**
- 12. Where are the arrested persons being held? (if they provided that information)**
 - a. Did the arrested individual(s) have other family members at the facility?**

- b. Did the arrested individual(s) have children at the facility? Has follow up been started for the children?**
- 13. Is there any other information about the encounter that you feel the City should know or that you would like to share?**

ADMINISTRATION

Sec. 2-78. City employees prohibited from striking.

No city employee, whether a member of any municipal employee organization or not, shall directly or indirectly participate, assist, cooperate in or consent to any strike, work stoppage, walkout or slow-down against the city.

(Code 1982, § 2-7)

State law references: Similar provisions, 26 M.R.S.A. § 964(2)(c).

Secs. 2-79--2-80. Reserved.

Sec. 2-81 Federal Immigration Enforcement

A. Definitions. The following terms, wherever used in this Section, shall have the following meanings:

1. "Citizenship or immigration status" means an individual's citizenship or immigration status, as such status is defined in federal law.
2. "Municipal department" means every city department, agency, division, commission, council, committee, board, or other body established by charter, ordinance, or City Council order.
3. "City employee" means any person employed by a municipal department or the municipality.
4. "Contact information" means home address, work address, telephone number, electronic mail address, social media contact information, or any other means of contacting an individual.
5. "Federal agency" means the United States Immigration and Customs Enforcement (ICE) agency, the United States Customs and Border Protection (CBP) agency and any other federal agency engaged in immigrant enforcement operations, including any successor agency charged with the enforcement of federal immigration laws.
6. "Immigration enforcement operation" means any operation that has as its main objective the identification or apprehension of a person or persons: 1) in order to subject them to civil immigration detention, removal or deportation proceedings, or removal or deportation from the United States; or 2) to criminally prosecute them for offenses related to immigration status, including but not limited to violations of 8 U.S.C §§ 1253, 1301 et seq (including 1304(e), 1306(a) and 1306(b)), 1325, or 1326, or violations of 18 U.S.C §§ 1028A or 1546.

B. Immigration enforcement operations – No participation. No person acting in their capacity as a city employee shall assist, cooperate with, or allow any municipal monies or resources to be used to assist, cooperate with, or facilitate any federal agency in any immigration enforcement operation, except where legally required to do so by state or federal law or judicial order. This includes but is not limited to:

1. No city employee or municipal department shall grant any federal agency access to any non-public area of any city-owned facility for an immigration enforcement operation except where legally required to do so by state or federal law or judicial order.
2. No city employee or municipal department shall support or assist any federal agency in immigration enforcement operations, including requests to (1) provide information (including contact information or custody status) for the purpose of an immigration

ADMINISTRATION

enforcement operation except as provided under subsection B(5) of this Section, (2) investigate or interrogate persons for the purpose of an immigration enforcement operation, (3) establish traffic perimeters for the purpose of immigration enforcement operation, or (4) otherwise be present to assist or support an immigration enforcement operation.

3. No City employee or municipal department may enter into any contract, agreement or arrangement that would—
 - a. Grant any federal immigration enforcement authority to access a City department or its employees, including but not limited to agreements created under 8 U.S.C. § 1357(g); or
 - b. Authorize the custodial transfer or detention of a person in removal proceedings or for other immigration enforcement operation purposes, including but not limited to Intergovernmental Service Agreements, Intergovernmental Agreements, and ICE riders to Intergovernmental Agreements except where legally required to do so by state or federal law or judicial order.
4. No city employee or municipal department shall stop, arrest, detain, or continue to detain a person solely for immigration enforcement operation purposes, including pursuant to an immigration detainer; an administrative immigration warrant; any other immigration enforcement document; or information or suspicion that the person is not present legally in the United States, or that the person has committed an immigration violation.
5. Unless presented with a valid and properly issued judicial warrant or as part of the Lewiston Police Department's investigation of a serious crime such as human trafficking, sex trafficking, drug trafficking, or firearms trafficking, no municipal department or city employee shall:
 - a. Permit ICE or CBP agents to access a person being detained by, or in custody of, the department;
 - b. Transfer any person into ICE or CBP custody;
 - c. Permit ICE or CBP agents to use agency facilities, information, or equipment, including any electronic databases, for investigative interviews or other investigative purpose or for purposes of executing an immigration enforcement operation; or
 - d. Expend time to respond to immigration-related ICE or CBP inquiries or communicate with ICE or CBP regarding a person's custody status, contact information, or other information (except as provided under E of this Section).

C. Requesting information prohibited. No city employee or municipal department shall request information from a person about their citizenship or immigration status, unless such inquiry or investigation is required by judicial order, ordinance, or state or federal law.

D. Information security. No city employee or municipal department shall enter into any contractual agreement or arrangement with a federal agency to provide access to any database operated by a municipal department where the purpose of such access includes assisting or supporting immigration enforcement operations.

E. Information regarding citizenship or immigration status. Nothing in this Section shall be construed to prohibit or restrict any city employee or municipal department from sending to, receiving from, or requesting from federal immigration authorities, information regarding the

ADMINISTRATION

citizenship or immigration status, lawful or unlawful, of an individual, or maintaining or exchanging that information with any other federal, state, or local government entity, pursuant to applications of 8 U.S.C §§ 1373 and 1644 not in violation of the Tenth Amendment of the U.S. Constitution.

F. Enforcement of state and local criminal laws. Nothing in this Section shall be construed to limit any city employee or municipal department from enforcing state and local criminal laws, even if such enforcement takes place at the scene of federal immigration enforcement operations.

(Ord. No. 26-08, 4-16-26)

Secs. 2-82--2-90. Reserved.

DIVISION 2. CITY ADMINISTRATOR*

Sec. 2-91. Chief executive and general powers.

The city administrator shall be the chief administrative officer of the city government, shall enforce the laws of the city and require the faithful performance of all administrative duties, and shall, in addition to the powers and duties granted by the Charter:

- (1) Appoint competent, qualified officers and employees to the administrative service and shall have the power to dismiss, suspend and discipline, in accordance with the personnel system, all officers and employees in the administrative service under his control. He shall also have the power to authorize a department head or officer responsible to him to appoint and remove subordinates serving under that department head or officer.
- (2) Designate himself or some other officer or employee to perform the duties of any office or position in the administrative service under his control which is vacant or which lacks administration due to the absence or disability of the incumbent.
- (3) Prepare and present to the council an annual report of the city's affairs, including a summary of reports of department heads, and such other reports as the council shall require.
- (4) Assemble estimates of the financial needs and resources of the city for each ensuing year, and shall prepare a program of activities within the financial power of the city, embodying in it a budget document with proper supporting schedules and analyses.
- (5) Have the power to assign any employee of the city to any department or branch thereof requiring services appropriate to the personnel system classification of the employee so assigned.
- (6) Have the power to prescribe such rules and regulations as he shall deem necessary or expedient for the conduct of administrative agencies subject to his authority, and he shall have the power to revoke, suspend or amend any rule or regulation of the administrative service by whomever prescribed, and safeguard those adopted by the city council.



CITY OF SOUTH PORTLAND

ELYSE TIPTON
Mayor

SCOTT T. MORELLI
City Manager

JESSICA A. HUGHES
City Clerk

BRANDON MAZER
Corporation Counsel

District One
CARTER SCOTT

District Two
RACHAEL COLEMAN

District Three
MISHA C. PRIDE

District Four
JESSICA L. WALKER

District Five
ELYSE C. TIPTON

At Large
RICHARD T. MATTHEWS

At Large
NATALIE E. WEST

IN CITY COUNCIL AMENDED RESOLVE #5 -25/26

The City Council of the City of South Portland Resolution Regarding Federal Immigration Enforcement Activity and Community Safety and Well-being.

WHEREAS, the City of South Portland is a diverse and welcoming community whose residents include immigrants, refugees, longtime residents, workers, students, families, and business owners who contribute to the social, cultural, and economic life of the city; and

WHEREAS, immigrants have long contributed to the strength and vitality of the City of South Portland and the State of Maine, supporting the workforce, economy, schools, and civic life, and continue to play an essential role in small business as well as key industries such as healthcare, education, fishing and lobstering, hospitality, construction, and services, thereby helping sustain employers, communities, and Maine's economy; and

WHEREAS, the members of the Council condemn disparaging and untrue statements about Somali-Americans whose family members not born in the United States fled civil war, political instability, and severe drought, and who across Maine have raised families, built businesses and community organizations, served in government, and strengthened multigenerational stability and prosperity; and

WHEREAS, there has been a recent verifiable, visible increase in federal immigration enforcement activity in and around South Portland, including reports of masked federal officers, unmarked vehicles, and detentions occurring in residential and commercial areas; and

WHEREAS, this activity generates fear and anxiety among residents, including families, students, workers, and business owners, and has led to observable community impacts such as decreased school attendance, disruption of daily activities and work attendance, and heightened concern for the personal safety of individuals and families, including children; and

WHEREAS, South Portland's public safety departments—including police, fire, and emergency services—do not conduct routine operations wearing masks or driving unmarked vehicles, and the contrast between recent federal activity and local public safety practices has contributed to confusion and distress within the community; and

WHEREAS, the City of South Portland recognizes and respects the role of federal authorities in enforcing federal law, but also affirms that public safety is best served through transparency, accountability, and trust between residents and those exercising law-enforcement authority; and

WHEREAS, fear, uncertainty, and the perception of unchecked or unclear federal enforcement activity can undermine public safety, discourage cooperation with public safety and emergency responders, disrupt student education, link to employee absences that harm household incomes and business services and success, deter residents from accessing critical public services, and erode trust in government institutions; and

WHEREAS, the City Council has an obligation to safeguard the health, safety, and welfare of all residents and to speak clearly when conditions arise that threaten community stability, even where our direct regulatory authority is limited;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SOUTH PORTLAND THAT:

1. The City Council formally acknowledges the fear and disruption being experienced by residents because of increased federal immigration enforcement activity within the community and affirms its commitment to the safety and dignity of all who live and work in South Portland.
2. The City Council urges federal immigration authorities operating within South Portland to conduct any enforcement activities in a manner that prioritizes transparency, clear identification, and de-escalation, and that minimizes unnecessary fear or disruption to the public.
3. The City Council respectfully requests that federal authorities provide clear communication to local officials regarding the nature, scope, and duration of enforcement activity occurring within the City, to the extent permitted by law, so that local leaders can appropriately address community concerns and ensure public safety.

4. The City Council affirms that South Portland's municipal departments and employees will continue to operate in accordance with state and local law and will not engage in federal immigration enforcement activities except as legally required.

5. The City Council directs the city manager and staff to provide residents with public information regarding available community resources related to their rights, and appropriate points of contact for public safety concerns, in coordination with trusted local and state organizations where appropriate.

6. The City Council calls upon Maine's congressional delegation and state leadership to continue to seek greater transparency, oversight, and accountability regarding federal immigration enforcement practices impacting Maine communities.

7. The City Council directs the City Manager to communicate with Governor Janet Mills and appropriate State of Maine officials to request consideration of a temporary, statewide 60-day moratorium on residential evictions for households that have experienced substantial financial hardship associated with the recent surge in federal immigration enforcement activity.

8. This resolution is adopted as an expression of the South Portland City Council's concern for public safety and community well-being and does not purport to regulate or restrict federal authority, but rather to formally communicate the City's position and the impacts being experienced locally.

Fiscal Note: Less than \$1,000

Date: February 3, 2026

City of Biddeford
City Council Minutes
Tuesday, September 1, 2026 – 6:00 PM
Council Chambers & Zoom

1. Roll Call

Council President Beaupre: present
Councilor Boston: present
Councilor Woods: excused
Councilor Muike: joined after confirmation vote
Councilor Kurtz: present
Councilor Pierson: present
Councilor Cote: present
Councilor Vadnais: present
Councilor Lessard: excused

2. Pledge of Allegiance

3. Adjustment(s) to Agenda

None.

4. Appointments

4.a 2026.125 Approval-Appointment City Councilor to Ward 4

Mayor LaFountain nominated Jessica Muike, Ward 4, to fill the Council vacancy for a term to expire December 7, 2027.

Motion to approve the nomination of Jessica Muike for the Ward 4 Council seat by Council President Beaupre.

Second: Councilor Cote.

Vote: 6-0, Unanimous in favor.

Motion passed.

4.b 2026.126 Approval- Mayoral Appointment to a Committee- Citizen

Mayor LaFountain nominated Louise Merriman, Ward 1, to the Historical Preservation Commission, or a term to expire August 31, 2029.

Motion to approve the nomination of Louise Merriman to the Historical Preservation Commission by Council President Beaupre.

Second: Councilor Boston.

Vote: 7-0, Unanimous in favor.

Motion passed.

5. Presentation

5.a CBIZ FY24 Audit Presentation-James Wilkinson
James Wilkinson of CBIZ led the Fiscal Year 2024 Audit presentation.

5.b Opioid Fund Update
General Assistance Director Jacob Hammer led the presentation to update the Council on the Opioid Fund.

6. Public Addressing the Council

Several citizens from Ward 5 and Portland spoke about the city's response to protestors in the wake of the death of Johan Guerrero.

A citizen from Ward 1 called for civility from protestors in Mechanics Park.

Several citizens from Ward 1 and Ward 5 asked for transparency from the city about its response to the death of Johan Guerrero.

7. Consideration of Minutes

7.a Approval- City Council Meeting Minutes- August 18, 2026
Motion to approve the minutes of August 18, 2026 by Council President Beaupre.
Second: Councilor Boston.
Vote: 7-0, Unanimous in favor.
Motion passed.

8. Orders of the Day

8.a 2026.121 Approval - CY27-28 Opioid Settlement Funds Strategic Use Plan
Motion to approve the CY 27-28 Opioid Settlement Funds Strategic Use Plan by Council President Beaupre.
Second: Councilor Boston.
Vote: 7-0, Unanimous in favor.
Motion passed.

8.b 2026.123 Approval — Reclassification of Administrative Assistant 1 position — Police Department
Motion to approve reclassification of the Police Department Administrative Assistant 1 by Councilor Boston.

Second: Council President Beaupre.

Motion to amend order to replace “thirty-six (36) hour per week” with “full-time” by Council President Beaupre.
Second: Councilor Pierson.

Vote: 7-0, Unanimous in favor.

Motion to amend: Passed.

Vote to approve the amended motion: 7-0, Unanimous in favor.

Motion passed as amended.

- 8.c 2026.108 Approval- City of Biddeford-York County Emergency Management Agency - MOU/ Commitment Letter

Motion to approve the City of Biddeford-York County Emergency Management Agency MOU (memorandum of understanding)/Commitment Letter by Council President Beaupre.

Second: Councilor Boston.

Mayor LaFountain opened the floor to the public for commentary. Several citizens spoke in support of the action.

Vote: 7-0, Unanimous in favor.

Motion passed.

Mayor LaFountain called a short recess at 7:53 PM.

The Mayor called the meeting back to order at 8:02 PM.

- 8.d 2026.122 Approval- Oktoberfest Special Event Permit

A motion to grant the Special Event permit for Oktoberfest was made by Council President Beaupre.

Second: Councilor Kurtz.

Vote: 7-0, Unanimous in favor.

Motion passed.

- 8.e 2026.124 Approval — Industrial Pretreatment Program Fee Ordinance Update

Council President Beaupre made the motion to accept the Industrial Pretreatment Fee Ordinance Update.

Second: Councilor Boston.

Vote: 7-0, Unanimous in favor.

Motion passed.

- 8.f 2026.120 Approval -New Cingular Wireless, LLC - Lease, Fourth Amendment

Motion to approve a fourth amendment to extend the duration of the License Agreement to New Cingular Wireless, LLC Lease, by Councilor Cote.

Second: Council President Beaupre.

Vote: 7-0, Unanimous in favor.

Motion passed.

9. Public Addressing the Council

A citizen from Ward 6 conveyed concerns about the November election.

A citizen from Ward 5 spoke on Biddeford's lack of response to ICE.

Mayor LaFountain recessed the council at 8:40 PM.

Mayor LaFountain called the Council back to order at 8:44 PM.

10. City Manager Report

Interim City Manager Cornell Knight spoke on wastewater billing issues and rate increases. He provided updates on outstanding fiscal audits, repairs to the City Theater accessibility ramp, and closures at Middle Beach due to a fence installation. He also detailed the recently released property tax bills for FY27.

11. Committee Updates by Council

Councilor Muise shared an update from the Public Art Commission.

Councilor Boston provided an update from the Institutional Zone Review Committee.

Councilor Kurtz shared an update from the Citizens' Advisory Committee.

Council President Beaupre provided updates from the Traffic Committee, Policy Committee, and Veterans' Committee.

Councilor Pierson made a motion to extend the meeting by an hour.

Second: Councilor Boston.

Vote: 7-0, Unanimous in favor.

Motion passed.

12. Other Business

Councilor Vadnais requested to add an item to the next agenda to discuss Seeds of Hope's programs for the unhoused.

Councilor Kurtz conveyed questions from constituents on the removal of the temporary memorial to Johan Guerro in Mechanics Park and thanked the archivist at MacArthur Library for the preservation efforts of the temporary memorial. Councilor Kurtz asked about quarterly updates to the budget process and thanked York County Emergency Management Agency for their help with information gathering for emergency preparedness and response.

13. Council President Addressing the Council

Council President Beaupre invited all to attend the first home game of Biddeford High School's football season.

14. Mayor Addressing the Council

Mayor LaFountain congratulated Councilor Muise on her appointment to the Council, and welcomed Biddeford School students, faculty, and staff back for the school year. The Mayor

detailed facilities repairs and maintenance completed over the summer, and invited all to the opening of the Biddeford High School football season.

Mayor LaFountain also provided updates for the City Manager search and thanked all involved for their assistance with the ongoing fiscal audits. He encouraged attendance of the upcoming Public Arts Commission meeting.

Mayor LaFountain spoke about ongoing discussions about Johan Guerrero, including the city solicitor providing policy options from a legal perspective at the September 15th council meeting. The Mayor further thanked city staff and council for their work this summer and detailed Biddeford's participation in historic labor movements in advance of Labor Day.

15. Executive Session -1 MRS 405 (6) - (E) Legal Matter and 1 MRS 405 (6) - (C) Real Estate Matter

Mayor LaFountain stated that no further business or votes would be taken after the Executive Session.

Councilor Boston made the motion to enter Executive Session per - 1 MRS 405 (6) - (E) Legal Matters and 1 MRS 405 (6) - (C) Real Estate Matters.

Second: Council President Beaupre.

Vote: 7-0, Unanimous in favor.

Motion passed.

Council entered Executive Session at 9:19 PM.

Motion to exit Executive Session by Councilor Boston at 10:00 PM.

Second: Councilor Pierson.

Vote: 7-0, Unanimous in favor.

Motion passed.

Council exited Executive Session at 10:00 PM.

16. Adjourn

Motion to Adjourn by Councilor Boston.

Second: Councilor Pierson.

Vote: 7-0, Unanimous in favor.

Motion passed.

Meeting Adjourned at 10:00 PM.

City of Biddeford
City Council Minutes
Wednesday, September 2, 2026 – 5:30 PM
Council Chambers & Zoom

1. Roll Call

Council President Beaupre: present
Councilor Boston: present
Councilor Woods: present
Councilor Muise: present
Councilor Kurtz: present
Councilor Pierson: present
Councilor Cote: present
Councilor Vadnais: present
Councilor Lessard: excused

2. Pledge of Allegiance

3. Executive Session -1 MRS 405 (6) (A) -Personnel Matters

Motion to enter Executive Session per 1 MRS 405(6)(A) - Personnel Matters by Councilor Woods.

Second: Councilor Boston.

Vote: 8-0, Unanimous in favor.

Motion passed.

Council entered Executive Session at 5:33 PM.

Motion to return from Executive Session by Councilor Woods.

Second: Councilor Boston.

Vote: 8-0, Unanimous in favor.

Motion passed.

Council returned from Executive Session at 6:20 PM.

4. Adjourn

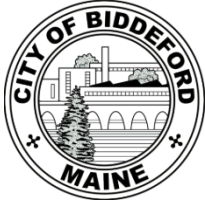
Motion to Adjourn: Councilor Woods.

Second: Councilor Boston.

Vote: 8-0, Unanimous in favor.

Motion passed.

Meeting adjourned at 6:20 PM.



City Council

Meeting Date: September 15, 2026

Meeting 6:00 PM

Time:

Agenda Item 9.a

No:

Item 2026.124 Approval — Industrial Pretreatment Program Fee Ordinance Update -

Description: Second Reading

Submitted By: Jeff Demers

Key Terms:

Executive Summary:

As per Section 71-76 of the City ordinance "The City of Biddeford, Maine may adopt reasonable fees for reimbursement of costs of establishing and operating the City's pretreatment program...". The cost of running the IPP is designed to be paid for entirely by the industrial users.

Detailed Review:

As per Section 71-76 of the City ordinance, "The City of Biddeford, Maine may adopt reasonable fees for reimbursement of costs of establishing and operating the City's pretreatment program..." The cost of running the IPP is designed to be paid for entirely by the industrial users. The cost of the IPP will be broken into two separate units: Biological Oxygen Demand (BOD) and Total Suspended Solids (TSS). Each will take an even share of the IPP budget (i.e. if IPP budget is \$40,000 then BOD will comprise \$20,000 and TSS the other \$20,000). Industrial users will pay their portion of each unit based on their respective percentage of total unit in pounds.

Example:

- User X contributes 1,000 pounds of BOD to a total industrial BOD load of 10,000 pounds.
- User X contributes 10% of total industrial BOD load
- IPP Budget for FYXX is \$40,000
- BOD unit comprises \$20,000 of IPP budget

- User X would pay 10% of \$20,000 = \$2,000
- This calculation is repeated for TSS portion

With this approach, the user with higher flows and concentration of BOD/TSS would pay a higher percentage of the IPP budget. This setup is similar to current IPP billing but replacing Flow with TSS as a unit for dividing costs.

A proposed yearly administration fee of \$1,000 is applied to all users to cover the cost of reviewing all required testing/reports/site visits for the year. This fee is not changing from previous billing structure.

In addition to covering costs of the IPP, a surcharge for excessive BOD/TSS is proposed to accurately convey cost of treating additional load from excessive BOD/TSS discharge.

Surcharge fees of greater strength than normal domestic sewage already exists within the City's ordinances but are currently not utilized for IPP billing. Fee structure from Section 70-32.d.4 is summarized below.

- \$5.50 per 100 pounds BOD and COD
- \$7.50 per 100 pounds SS
- \$0.10 per pound other pollutant(s).

No limit of "greater strength than normal domestic sewage" is currently stated within the City's ordinance. A limit of 250mg/L of both BOD/TSS is proposed. This would require an ordinance change to correctly convey this limit.

Users would be billed on a pounds basis for any concentration over the proposed limit of BOD/TSS.

Example:

- User X discharges 1,000,000 gallons of 350mg/L BOD sewage
- 100mg/L BOD exists within sewage discharge over the limit
- Calculating User X's pounds overage = 834 pounds
- User X would receive BOD surcharge fee of \$45.87

Total industrial user fee would consist of the following items:

BOD Unit Portion of IPP Budget + TSS Unit Portion of IPP Budget + BOD Surcharge + TSS Surcharge + Administrative Fee

Funding Source:

No funds are required.

Staff Recommendation:

Make the billing as fair and self-funding as possible.

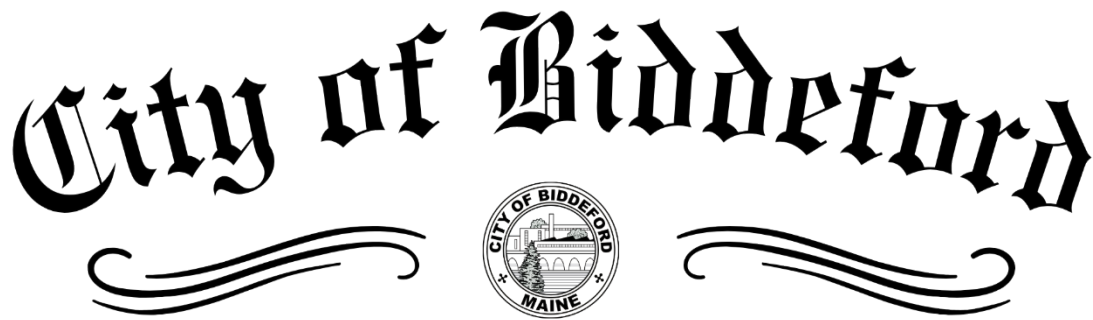
Next Steps:

Council approval of the ordinance change and placement of fees into APPENDIX B - Master Fee

Schedule

Attachments:

1. 2026.124 Approval IPP Rate change Ordinance- ORDER
2. FINAL IPP_Billing_Structure_Memo_08242026
3. City of Biddeford Industrial Pretreatment and Surcharge Updates
4. FINAL Surcharge_Billing_Memo_08282026



2026.124 IN BOARD OF CITY COUNCIL... SEPTEMBER 15, 2026

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve changes in the following sections of the Code of Ordinances:

Chapter 70 Utilities, Article II Wastewater System, Div.1 § Sec. 70-32 User fees.

(d) Rates.

(1) Each user shall pay for the services provided by the City based on his use of the treatment works as determined by his water consumption according to methods recommended by the ~~environmental specialist~~ Director of Wastewater, or his/her designee. The cost of treating inflow and infiltration shall be shared by all users as part of the user rate

(2) For residential users, quarterly user charges will be based on actual water usage as determined by the water company's meter readings. Commercial and industrial users, who are billed by the Maine Water Company ~~Biddeford and Saco Water Company~~ on a monthly basis, will also receive sewer user charges on monthly basis. If a user discharges water into the City's collection system, which has been obtained from a source other than the water company, the user shall install and maintain a meter to measure such discharge. All such meters must be inspected and approved by the Superintendent and must be available for inspections during the year by the City. If a residential, commercial, industrial, or institutional user has a consumptive use of water, or, in some other manner, uses water which is not discharged into the collection system, the user charge for that contributor may be based on readings of wastewater meter(s) or a separate water meter(s) (sub-meter), which must be purchased through the City to ensure conformity and calibration, and installed and maintained at the user's expense.

~~(3) Each monthly or quarterly user shall pay the set rate and minimum fee based on usage that has been established by the City Council for the current fiscal year based on recommendations of the Wastewater Management Commission~~

(3). For industrial dischargers, quarterly user base charges will be based on actual water usage as determined by the water company's meter readings. In addition, the total annual cost of administering the Industrial Pretreatment Program (IPP) shall be split between the industrial dischargers only, and shall be prorated as follows:

- a. The cost of the IPP will be broken into two separate units: Biological Oxygen Demand (BOD) and Total Suspended Solids (TSS). Each will take a share of the annual approved IPP budget prorated based on their respective percentage of total unit in pounds.

- b. Each monthly or quarterly industrial discharger shall pay a minimum IPP administrative fee. The IPP administrative fee will be reviewed and adjusted by the Director of Wastewater or his/her designee and approved by the City Council on an annual basis.
- c. For those dischargers whose wastewater has a greater strength than normal domestic sewage, a load-based surcharge in addition to the normal user charge, will be collected. The surcharge for operation and maintenance including replacement shall be calculated based on the total approved wastewater collection and system treatment system annual budget and shall be applied as follows:

There shall be a limit of 250 mg/L of both BOD and TSS (domestic strength). Users discharging wastewater above these concentrations for these constituents shall be billed on a total pounds basis for any BOD and/or TSS concentration above the domestic limit. BOD and TSS surcharge costs shall be calculated annually by the Director of Wastewater, or his/her designee by dividing the total current approved annual Wastewater Collection and Treatment budget by the total combined mass load of BOD and TSS removed by the Biddeford Wastewater Treatment Facility over the course of the previous year. This calculation shall yield the total cost per dry pound mass to remove BOD and TSS. This cost per pound shall then be multiplied by the total mass load of the discharger which exceeds domestic strength.
- d. The total industrial user quarterly fee shall therefore be calculated as follows:

Water use derived sewer use base charge + prorated BOD Unit Portion of approved IPP Budget + prorated TSS Unit Portion of approved IPP Budget + BOD Load-based Surcharge + TSS Load-based Surcharge + IPP Administrative Fee

~~(4) For those users whose wastewater has a greater strength than normal domestic sewage, a surcharge in addition to the normal user charge, will be collected. The surcharge for operation and maintenance including replacement is:~~

~~\$5.50 per 100 pounds BOD and COD.~~

~~\$7.50 per 100 pounds SS.~~

~~\$0.10 per pound other pollutant(s).~~

(5) Any user who discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge or any user who discharges any substance which singly, or by interaction with other substances, causes identifiable increases in the cost of operation, maintenance or replacement of the treatment works, shall pay for such increased costs. The charge to each such user shall be as determined by the Director of Wastewater, or his/her designee, by the appropriate financial personnel and approved by the City Council.

(6) The user charge rates established in ~~the section~~ APPENDIX B apply to all users of the City's treatment works and shall be updated annually based upon the approved Wastewater Operations budget.

Chapter 70 Utilities, Article II Wastewater System, Div.1 § Sec. 70-32 User fees.

(h) Review of rates.

(1) During the first year after enactment of this article, the City Council shall review the user charges quarterly and revise the rates as necessary to ensure that adequate revenues are generated to pay the costs of operation and maintenance including replacement and debt retirement and that the system continues to provide for the proportional distribution of such costs among users and user classes. ~~During subsequent years, the City Council shall review and, if necessary, revise the rates at least semiannually.~~

Chapter 71, Article XV §71-76:

(6) Other fees as the City of Biddeford, Maine, may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this chapter and are separate from all other fees, fines, and penalties which may be assessed by the City of Biddeford, Maine and may be found in APPENDIX B in the code of Ordinances. Fees will be reviewed and updated on an annual basis.

September 1, 2026

Motion to accept by Council President Beaupre.

Second: Councilor Boston.

Vote: Unanimous in favor.

Motion passed.

Attest by: _____
City Clerk

Date: **8/24/2026**

To: **Biddeford Policy Committee**

Subject: **Proposed Updates to Biddeford Industrial Pretreatment Program Billing Structure**

The purpose of this memorandum is to give an overview of the City of Biddeford's Industrial Pretreatment Program and proposed update to their current billing structure.

Industrial Pretreatment Program Overview

The National Pretreatment Program is a cooperative effort of federal, state, and local regulatory environmental agencies established to protect water quality. The program is designed to reduce the level of potentially toxic pollutants discharged by industry and other non-domestic wastewater sources before entering the municipal sewer systems, and thereby reduce the amount of pollutants released into the environment from these sources.

The U.S. Environmental Protection Agency (EPA) has assigned approval authority to the Maine Department of Environmental Protection for pretreatment programs at the local level and oversight of state-wide pretreatment activities. The City of Biddeford is such a community. The City of Biddeford (City) has authority to implement a pretreatment program, authority to issue industrial user permits, conduct inspections of industrial and commercial sources, sample industrial discharges, and enforce regulations.

Current Billing Ordinance

The current billing ordinance for the City of Biddeford's Industrial Pretreatment Program (IPP) is summarized in Section 71-76 of the City's Code of Ordinances. Section 71-76 is summarized below:

"The City of Biddeford, Maine may adopt reasonable fees for reimbursement of costs of establishing and operating the City's pretreatment program, which may include:

- 1. Fees for wastewater discharge permit applications including the cost of processing such applications;*
- 2. Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a user's discharge, and reviewing monitoring reports and certification statements submitted by users;*
- 3. Fees for reviewing and responding to accidental discharge procedures and construction;*
- 4. Fees for filing appeals;*
- 5. Fees to recover administrative and legal costs [not included in Section 71-76, Section (2)] associated with the enforcement activities taken by the Director of Wastewater or his/her designee to address IU noncompliance; and*
- 6. Other fees as the City of Biddeford, Maine, may deem necessary to carry out the requirements contained herein. These fees relate Solely to the matters covered by this chapter and are separate from all other fees, fines, and penalties which may be assessed by the City of Biddeford, Maine."*

Proposed Billing Structure

The proposed Industrial Pretreatment Program billing structure is intended to recover the City's costs for administering and operating the program from the industrial users (IUs) enrolled in the IPP in an equitable manner. These program expenses are reflected in budget line 35103, Sewer Industrial Pretreatment Program. The proposed

approach can be implemented under the City's existing ordinance authority and does not require amendments to the current City ordinances. The following section outlines the methodology for calculating charges for each industrial user.

Methodology

The proposed methodology for calculating annual charges for each industrial user begins with the approved budget for line 35103. The total budget amount would be divided equally between two wastewater loading parameters: biological oxygen demand (BOD) and total suspended solids (TSS). Each parameter would therefore account for 50 percent of the total 35103 budget. Industrial users would be required to provide discharge flow and chemistry data, which would be used to calculate each user's total annual pounds of BOD and TSS. Each user's share of the total BOD and TSS loading would then be applied to the corresponding budget allocation to determine the user's proportional charge. In addition to the BOD/TSS-based charge, each industrial user would be assessed an annual administrative fee of \$1,000, which would serve as the minimum annual fee. This fixed administrative fee ensures that users with relatively low discharge strength still contribute to the baseline cost of reviewing their required documentation, maintaining records, and administering the IPP. The administrative fee is consistent with the City's existing billing structure. The example below illustrates how charges would be calculated using a 35103 budget of \$10,000.

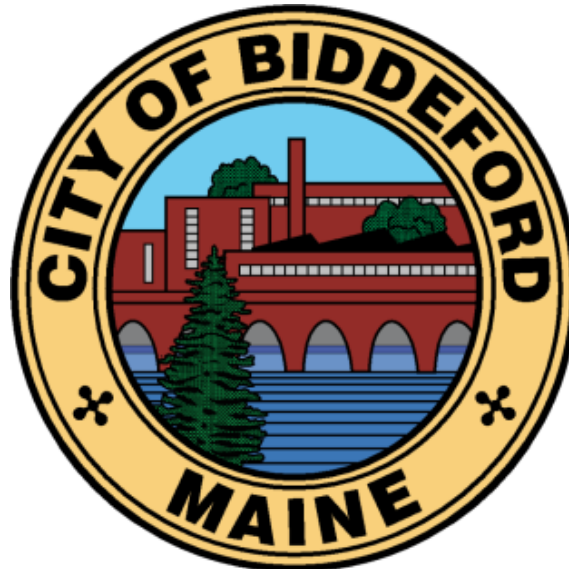
Example Billing

- 35103 Budget: \$10,000
- BOD Portion: \$5,000
- TSS Portion: \$5,000

User	BOD (lb/yr)	TSS (lb/yr)	Portion of BOD	Portion of TSS	BOD Charge	TSS Charge	Admin Fee	Total IPP Charge
X	100	50	28.57%	14.29%	\$1,428.50	\$714.50	\$1,000	\$3,143.00
Y	50	200	14.29%	57.14%	\$714.50	\$2,857.00	\$1,000	\$4,571.50
Z	200	100	57.14%	28.57%	\$2,857.00	\$1,428.50	\$1,000	\$5,285.50

City of Biddeford Industrial Pretreatment and Surcharge Updates

August 24th, 2026



Presentation Overview

Overview of City's Industrial Pretreatment Program
Proposed Industrial Pretreatment Program Billing Structure
Overview of City's Current Wastewater Surcharge Rates
Proposed Wastewater Surcharge Ordinance Changes
Questions?

Industrial Pretreatment Program (IPP) Background

- **The IPP protects the City's wastewater system and receiving waters by regulating pollutants discharged from industrial users.**
- **The City of Biddeford administers its own pretreatment program under Maine DEP oversight**
- **The IPP permits, inspects, samples, monitors, and enforces wastewater discharge requirements to protect the City's collection system, treatment facility, and the environment.**
- **Current ordinance allows the City to recover costs associated with administering and operating the IPP**

Why Update the Billing Strucutre?

- **Ensure industrial users pay a equitable share of program cost**
- **Improve transparency and consistency in cost allocation**
- **Align charges with the pollutant loading contributed by each industrial user**
- **No ordinance amendment is required to implement the proposed methodology**

Proposed Billing Methodology

Cost Recovery based on Pollutant Loading

- Annual IPP costs are based on Budget Line 35103 (Sewer Industrial Pretreatment Program)
- Budget is divided equally
 - 50% allocated to Biological Oxygen Demand (BOD)
 - 50% allocated to Total Suspended Solids (TSS)
- Each industrial user's BOD and TSS loading is calculated using discharge flow and sampling data
- Users are charged based on their percentage of total BOD and TSS loading
- An annual \$1,000 administrative fee will be applied to all users to act as a minimum charge



Current High-Strength Wastewater Surcharge

- Current ordinance does not establish a specific definition or threshold for what constitutes “high-strength” wastewater discharge
- As treatment costs have increased over time, the existing surcharge rates may no longer recover the City’s actual costs associated with treating elevated pollutant loadings
- This can result in users with higher-strength discharges contributing less than their proportional share of treatment costs
- Key Issue: Current Surcharge rates are not directly tied to actual wastewater treatment costs and may not provide equitable cost recovery

Basis for Proposed Surcharge Rate

Methodology Used

- Reviewed FY2026 sewer budgets associated with collection, conveyance, and treatment operations
- Evaluated Wastewater Treatment Facility (WWTF) influent and effluent data to determine average pollutant removal for:
 - Biological Oxygen Demand (BOD)
 - Total Suspended Solids (TSS)
- Calculated the City's actual cost to treat each pound of pollutant removed
- Reviewed WWTF design criteria to establish normal domestic wastewater characteristics

Proposed Definition of High- Strength Wastewater Discharge

BOD > 250 mg/L

TSS > 250 mg/L

Proposed Surcharge Strucutre



- Surcharge Rates to be reviewed annually
- Rate adjustments would be based on current wastewater collection, conveyance, and treatment costs reflected in the City's annual sewer budget
 - Annual updates ensure rates remain aligned with actual treatment costs
- Provides a transparent and equitable cost recovery mechanism for high-strength wastewater discharge
- Proposed FY26 Surcharge Rates
 - BOD Surcharge: \$2.70 per pound
 - TSS Surcharge: \$2.70 per pound
 - Applies only to pollutant loadings exceeding
 - 250mg/L BOD
 - 250mg/L TSS

Industrial Users TSS Surcharge Calculation

Table 3: Industrial Users TSS Surcharge Comparison

User	Annual Flow (MGD)	Average TSS (mg/L)	TSS over Limit (mg/L)	Pounds TSS over Limit (lb/yr)	Current BOD Surcharge	Proposed BOD Surcharge	Difference
A	13.21	240	-	-	-	-	-
B	3.29	110	-	-	-	-	-
C	1.88	480	230	3,607	\$270.57	\$9,727.37	\$9,456.80
D	0.42	250	-	-	-	-	-
E	0.38	250	-	-	-	-	-
F	0.14	250	-	-	-	-	-
G	0.06	4	-	-	-	-	-
H	0.01	250	-	-	-	-	-
Total					\$270.57	\$9,727.37	\$9,456.80

- Pounds = Flow (MG) * Concentration * 8.34

Industrial Users BOD Surcharge Calculation

Table 2: Industrial Users BOD Surcharge Comparison

User	Annual Flow (MGD)	Average BOD (mg/L)	BOD over Limit (mg/L)	Pounds BOD over Limit (lb/yr)	Current BOD Surcharge	Proposed BOD Surcharge	Difference
A	13.21	1300	1050	115,705	\$6,363.78	\$311,981.65	\$305,617.86
B	3.29	28	-	-	-	-	-
C	1.88	83	-	-	-	-	-
D	0.42	600	350	350	\$67.29	\$3,298.73	\$3,231.44
E	0.38	1286	1036	1,036	\$178.95	\$8,773.14	\$8,594.18
F	0.14	193	-	-	-	-	-
G	0.06	583	333	333	\$9.64	\$472.57	\$462.93
H	0.01	20	-	-	-	-	-
Total					\$6,619.66	\$324,526.08	\$317,906.42

- Pounds = Flow (MG) * Concentration * 8.34

Contact Information



Michael Smith, PE

michael.smith@wright-pierce.com
802.238.6401



Cole Campbell, PE

cole.campbell@wright-pierce.com
207.798.3788

THANK YOU

Date: **8/24/2026**

To: **Biddeford Policy Committee**

Subject: **Proposed Update to City of Biddeford's Wastewater Surcharge Rates**

The purpose of this memorandum is to give an overview of the current City of Biddeford's wastewater surcharge rates and proposed update.

Current Wastewater Surcharge Rates

The City of Biddeford's current wastewater surcharge rate is established in Section 70-32, Subsection d.4 of the City's Code of Ordinances. This provision requires users whose wastewater exceeds the strength of normal domestic sewage to pay a surcharge in addition to the standard user charge. The current surcharge rates for operation, maintenance, and replacement are as follows:

- \$5.50 per 100 pounds of BOD and COD;
- \$7.50 per 100 pounds of suspended solids (SS); and
- \$0.10 per pound of other pollutant(s).

Wright-Pierce was tasked by the City of Biddeford to evaluate whether the current surcharge rates are consistent with industry standards and adequately reflect the costs associated with treating higher-strength wastewater pollutants at the City's Wastewater Treatment Facility.

Findings

The City's current surcharge rates were determined to be inadequate for recovering the actual costs associated with treating higher-strength wastewater pollutants. Based on Wright-Pierce's review, the existing rates do not appear to reflect current treatment costs, including operation, maintenance, replacement, and pollutant-specific treatment requirements at the Wastewater Treatment Facility. As a result, users discharging wastewater with concentrations above normal domestic sewage may not be contributing proportionally to the additional costs imposed on the City's wastewater system, inadvertently shifting some of the costs for industrial treatment to the domestic users.

The City's existing sewer use ordinance does not establish specific criteria or concentration thresholds that define high-strength wastewater discharge. Without a clear definition, the identification of higher-strength users may lack consistency. Establishing objective high-strength discharge criteria would provide a more transparent basis for administering wastewater surcharges and recovering treatment costs.

Methodology for Determining New Surcharge Rates

The City's Fiscal Year 2026 operating budget was reviewed to identify expenditures associated with the collection, conveyance, and treatment of wastewater. Three budget accounts were determined to directly support these functions: 35102 - Sewer Operations, 35104 - Public Works Wastewater Maintenance, and 35105 - New Sewer Operations Expenditures. Collectively, these accounts represent the baseline costs incurred by the City for

transporting and treating wastewater flows at the Wastewater Treatment Facility (WWTF) and provide the basis for evaluating the adequacy of the City's wastewater rate and surcharge structure.

Wastewater Treatment Facility (WWTF) data for Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) were reviewed to evaluate the average quantity of pollutants removed through the treatment process. The pollutant removal data were then compared to the cost basis established from the City's wastewater collection and treatment expenditures to develop an estimated cost per pound of pollutant removed. This analysis provides a quantitative basis for assessing the relationship between treatment costs and pollutant loading and supports the evaluation of wastewater surcharge rates for higher-strength discharges.

To establish an appropriate definition of high-strength wastewater, the WWTF's original design criteria were reviewed to identify the pollutant concentrations assumed for a typical residential user. Based on this review, the facility was determined to have been designed around influent concentrations of 250 mg/L for both Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS). Biochemical Oxygen Demand, rather than Chemical Oxygen Demand (COD), was used as the primary organic loading parameter because BOD more directly represents the biodegradable fraction of wastewater that drives biological treatment demand at the WWTF. In addition, the facility's design criteria and available operating data are based on BOD and TSS, providing a consistent basis for calculating cost recovery through the surcharge rate. These concentrations were therefore used as the benchmark for normal domestic wastewater characteristics, with discharges exceeding these values considered high-strength for the purpose of evaluating pollutant loading and associated treatment costs.

Based on the results of this analysis, a revised wastewater surcharge rate was developed to more accurately reflect the costs associated with treating elevated pollutant loadings. **The analysis determined a surcharge rate of \$2.70 per pound for both Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) attributable to wastewater discharges exceeding the established high-strength threshold of 250 mg/L based on FY26 budget.** This rate is intended to provide a proportional cost recovery mechanism for users whose wastewater characteristics impose treatment demands beyond those associated with normal domestic sewage. An example comparing the current surcharge rate and proposed surcharge rate is shown below:

- BOD Concentration: 500 mg/L
- TSS Concentration: 300 mg/L
- Annual Flow: 1 million gallons

Table 1: Example Surcharge Comparison

User	BOD over Limit (mg/L)	TSS over Limit (mg/L)	Pounds BOD over limit (lb/yr)	Pounds TSS over limit (lb/yr)	Current BOD Surcharge	Proposed BOD Surcharge	Current TSS Surcharge	Proposed TSS Surcharge
ABC	250	50	2,085	417	\$114.68	\$5,629.50	\$31.28	\$1,125.90

As shown in the table above, applying the proposed surcharge rate would result in significantly higher charges for high-strength discharges than the existing rates, providing increased revenue to better recover the additional treatment costs imposed by elevated BOD and TSS loadings.

Because surcharge assessments are based on concentration data, users regulated under the Industrial Pretreatment Program are expected to be the users with the sampling data necessary to determine whether a surcharge applies. The two tables below show comparison of the existing surcharge and the proposed surcharge for one representative data set: one table for Biochemical Oxygen Demand (BOD) and one table for Total Suspended Solids (TSS). User names are hidden for discussion purposes; user names and supporting data are available upon request. Actual surcharge amounts will fluctuate based on each user's wastewater flow and the applicable sampling data used to calculate pollutant loadings above the established high-strength wastewater threshold.

Table 2: Industrial Users BOD Surcharge Comparison

User	Annual Flow (MGD)	Average BOD (mg/L)	BOD over Limit (mg/L)	Pounds BOD over Limit (lb/yr)	Current BOD Surcharge	Proposed BOD Surcharge	Difference
A	13.21	1300	1050	115,705	\$6,363.78	\$311,981.65	\$305,617.86
B	3.29	28	-	-	-	-	-
C	1.88	83	-	-	-	-	-
D	0.42	600	350	350	\$67.29	\$3,298.73	\$3,231.44
E	0.38	1286	1036	1,036	\$178.95	\$8,773.14	\$8,594.18
F	0.14	193	-	-	-	-	-
G	0.06	583	333	333	\$9.64	\$472.57	\$462.93
H	0.01	20	-	-	-	-	-
Total					\$6,619.66	\$324,526.08	\$317,906.42

Table 3: Industrial Users TSS Surcharge Comparison

User	Annual Flow (MGD)	Average TSS (mg/L)	TSS over Limit (mg/L)	Pounds TSS over Limit (lb/yr)	Current BOD Surcharge	Proposed BOD Surcharge	Difference
A	13.21	240	-	-	-	-	-
B	3.29	110	-	-	-	-	-
C	1.88	480	230	3,607	\$270.57	\$9,727.37	\$9,456.80
D	0.42	250	-	-	-	-	-
E	0.38	250	-	-	-	-	-
F	0.14	250	-	-	-	-	-
G	0.06	4	-	-	-	-	-
H	0.01	250	-	-	-	-	-
Total					\$270.57	\$9,727.37	\$9,456.80

Proposed Changes to Surcharge Ordinance

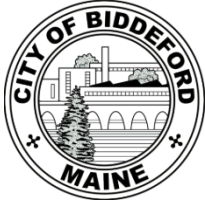
The proposed ordinance revisions are intended to implement the FY2026 surcharge rate identified through this analysis: \$2.70 per pound for Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) loadings above the 250 mg/L high-strength wastewater threshold.

Because this analysis is based on the City's annual wastewater collection and treatment expenditures, the resulting cost of service may change from year to year as operating, maintenance, and capital-related expenses fluctuate. Accordingly, it is recommended that the City's sewer use ordinance be amended to provide for an annual review and adjustment of wastewater surcharge rates based on the fiscal year budgets associated with wastewater collection, conveyance, and treatment, as identified in this memorandum. This approach would help ensure that surcharge rates remain aligned with actual treatment costs and continue to provide equitable cost recovery from users discharging high-strength wastewater.

The proposed changes to the City's Code of Ordinances are included in Attachment 1 of this memo.

Attachments

1. Proposed Changes to City's Code of Ordinances



City Council

Meeting Date: September 15, 2026

Meeting Time: 6:00 PM

Agenda Item 10.a

No:

Item 2026.132 Approval- Milton Cat-2026 Caterpillar 908 Compact wheel loader with
Description: plow package

Submitted By: Jeff Demers

Key Terms:

Parking lot mini loader and plow

Executive Summary:

Public Works was briefed by the City Council that the maintenance of the City's surface parking lots would be returned to Public Works for year-round maintenance, beginning approximately November 1, 2026.

During that brief discussion, the Director of Public Works advised the Council that, if the City intended to move forward with returning the surface lots to Public Works, additional equipment would be necessary to properly maintain these areas, particularly during the winter months.

The Director briefed council that Public Works would need to purchase the appropriate equipment. The Director made it clear that public works would try, without adding any staffing, to take on this additional responsibility and provide the level of service expected by the City. This equipment need was briefly brought forward during the discussion so that the Council could consider the associated costs and operational requirements before transferring responsibility to Public Works.

Detailed Review:

Public Works utilized the Sourcwell Government Cooperative Purchasing Program bidding process to identify equipment that meets the City's operational needs and provides a competitively procured purchasing option.

Public Works is seeking Council approval to purchase one (1) 2026 Caterpillar loader and associated plowing equipment, at a cost not to exceed \$169,000. Please see **Doc. (A)** for the equipment and pricing information.

Milton CAT has also provided lease-purchase options for the equipment, with terms ranging from 5 to 9 years. Please see **Doc. (B)** for the proposed lease options and associated annual payments.

The purchase of this equipment will provide Public Works with the necessary resources to assume year-round maintenance of the City's surface parking lots while also providing additional capability for winter snow removal operations throughout the City.

Public Works is therefore requesting approval to proceed with the purchase, not to exceed \$169,000, utilizing the Source well cooperative purchasing process, with the financing option to be determined based on the City's final authorization and financial considerations.

Funding Source:

The parking lot fund has an estimated amount of \$25,000 located in 31235-60306. Will need further discussion on the payment methods.

Staff Recommendation:

Public works recommends the purchase for the loader and plow equipment for the price of \$169,000

Next Steps:

Forward to Finance and Council for final approval

Attachments:

1. 2026.132 Approval- Purchase of Milton Cat-2026 Caterpillar 908 Compact wheel loader with plow package
2. 908 Cat Loader (Doc A)
3. lease (Doc B)

City of Biddeford



2026. 132 IN BOARD OF CITY COUNCIL... SEPTEMBER 15, 2026
BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the Director of Public works to purchase a Milton Cat-2026 Caterpillar 908 Compact wheel loader with plow package as approved by the Finance Committee.

Funding from Line item:

Attest by: _____
City Clerk

Milton



Mr. Jerry Court
City of Biddeford
371 Hill Street
Biddeford, ME 04005

August 20, 2026

Dear Jerry,

I want to thank you for allowing Milton Cat one of the leading Caterpillar dealers in North America the opportunity to provide the City of Biddeford with a Sourcewell Quote for your upcoming Compact Wheel Loader needs. Milton Cat highly values your business and you can be assured of unmatched service and dealer support on machines that are second to none in the industry.

Specifications and pricing are only a part of the decision on the purchase of new equipment and does not describe the machine design, reliability and operational advantages, nor does it describe the product support you will receive from your dealer. These factors are extremely important when you are deciding on a major purchase such as a wheel loader which you will be relying on for the next twenty (20) plus years. Milton Cat, as well as I feel confident that should you choose Caterpillar for your upcoming equipment needs in that you will receive unmatched product support, productivity and reliability from the Caterpillar line of equipment.

Pursuant to your request, please find enclosed a Sourcewell Quote on a 2026 Caterpillar 908 Compact Wheel Loader, as per your needs and specifications.

Corporate
100 Quarry Drive
Milford, MA 01757
508.634.3400

84 Concord Street
North Reading, MA 01864
978.276.2400

14 Kendrick Road, Rt. 28
Wareham, MA 02571
508.291.1200

2158 Plainfield Pike
Cranston, RI 02920
401.946.6350

30 Industrial Drive
Londonderry, NH 03053
603.665.4500

One Cat Lane, Rt. 2
Richmond, VT 05477
802.434.4228

79 Robertson Boulevard
Brewer, ME 04412
207.989.1890

16 Pleasant Hill Road
Scarborough, ME 04074
207.883.9586

500 Commerce Drive
Clifton Park, NY 12065
518.877.8000

294 Ainsley Drive
Syracuse, NY 13210
315.476.9981

4610 E. Saile Drive
Batavia, NY 14020
585.815.6200

55 Industrial Park Drive
Binghamton, NY 13904
607.772.6500

Mr. Jerry Court
Page 2

MILTON CAT

**One (1) New 2026 Caterpillar 908 Wheel Loader, with 0 Hours
Standard and Optional Equipment, City of Biddeford ME**

908 Wheel Loader
Caterpillar 2.8 Liter, 74.7 SAE J1995 Horsepower, Tier 4F Engine (NO DEF)
Engine Pre-Cleaner, Engine Pre-Heater, Engine Coolant Heater
Extended Life Coolant Antifreeze
Silicone Engine Hoses
Standard Drains, Sampling Ports
Electrically Controlled 2 Speed F/R Hydrostatic Trans. (25MPH), with Creeper Control
Standard 100% Locking Front and Rear Differential Axles
Inboard Wet Disk Brakes
Access Platforms and Steps
Deluxe ROPS/FOPS Pressurized Cab with AC/Heat, Sliding Side Windows
Inside and Outside Heated/In-Cab Adjustable Mirrors
Rear View Camera
Deluxe Fabric Air Susp. Heated Seat
Deluxe Monitor/Alarm System
AM/FM Bluetooth Radio
Standard Lift Boom, Skid Steer Coupler
Three Spool Valve with Single Joystick, W/ Return to Dig, Aux. Function
Load Sensing Standard Flow Hydraulic System
Ride Control
Rim Pull Control
Standard Fenders
Heavy Duty Battery, 80 Amp. Alt. , Battery Disc. Switch
12 Volt Powerpoints
360/80R-20 Nokian Snow Radials
Aux. Front and Rear Cab LED Work Lights (2 Front/2 Rear)
Front Halogen Driving Lights
Back Up Alarm
Wipers\Washers
Rear Window Defroster
Counterweight, with Rear Hitch
Tool Box
Skid Steer Style Hydraulic Quick Coupler, Hydraulic Jump Hoses
1.5 Cu. Yd. Quick Hitch General Purpose Bucket, with B.O.E.
Metal Pless PLBH0836-14LE PlowMaxx
84 Month/3500 Hour Premier Warranty

Mr. Jerry Court
Page 3

\$169,900.00 908 Standard Lift Sourcewell Quote, per specifications listed on Page 2*

***Above price is based on utilizing an in-stock Metal Pless Plow**

Should the City of Biddeford wish to enter into a Lease/Purchase agreement for the Compact Wheel Loader; Caterpillar Financial, as well as other lending institutions offer municipalities' leases for up to Ten (10) years on Wheel Loaders. These municipal leases can be structured with monthly, quarterly, semi-annual or annual payments, both upfront and in arrears. For your review, I have provided you below with 5, 7 and 10-Year, Annual In-Advance Lease Purchase Payments, as well as a 9-Year Annual In-Arrears Lease Purchase Payment, all based on the \$169,900 Sourcewell Quote. I would be more than happy to provide you with any specific lease terms or amounts, should you so desire.

5 Year, Annual Up-Front Lease Purchase Payment \$37,456.00

7 Year, Annual Up-Front Lease Purchase Payment \$28,023.00

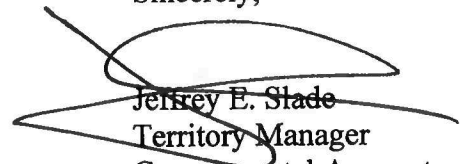
10 Year, Annual Up-Front Lease Purchase Payment \$21,210.00

9 Year, Annual In-Arrears Lease Purchase Payment \$24,227.00**

****No Payment due for 365 days**

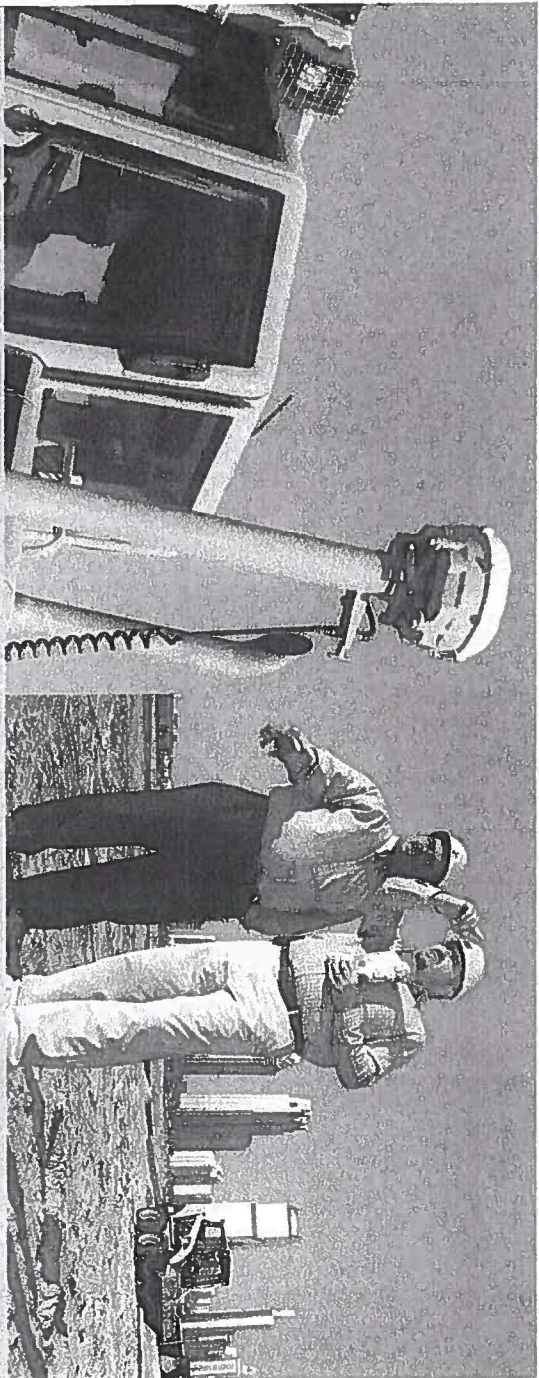
I wish to thank you for allowing Milton Cat the opportunity to provide you with this Sourcewell Quote and I look forward to discussing this with you further. Should you need additional information, or if you have any additional questions, please feel free to contact me.

Sincerely,



Jeffrey E. Slade
Territory Manager
Governmental Accounts
New Hampshire/Vermont/
Southern Maine

JES
dell2/biddefordme908quote26r



PREMIER

Our most comprehensive coverage includes powertrain and hydraulic components, as well as additional electrical and structural components. Powertrain components produce, transmit or control engine horsepower for moving the machine. Hydraulic components are associated with steering and implement control.

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Contact your local Cat® dealer today or visit

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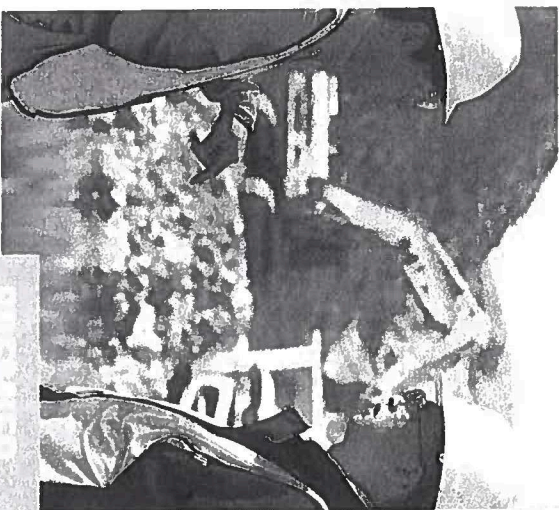
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THE RIGHT EQUIPMENT THE RIGHT PLAN

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PREMIER



**CONTROL YOUR COSTS
MINIMIZE YOUR RISKS**

This plan safeguards your investments in new and Cat Certified Used* machines beyond the standard warranty period. It includes parts and labor to protect you against covered failures caused by defects in materials and workmanship. With the Premier Equipment Protection Plan, you can increase the predictability of service and maintenance costs—and reduce unplanned downtime.

*Product availability varies by region.

COVERED COMPONENTS

Estimate

- Engine - Internal Components
- Oil Cooler
- Radiator
- Exhaust / Muffler
- Manifolds
- Fan Motor
- Water Pump
- Fuel Injection Pumps
- Injectors
- Lift / Transfer Pump
- Senders / Solenoids / Sensors
- Thermostat
- Flywheel & Torque Converter
- Engine Oil Filter Mount
- Turbocharger
- Starter
- Alternator
- AC Compressor / Condenser
- Electronic Control Modules
- Governor / Speed Controls & Linkages
- Fuel Lines
- Fuel Tank & Assoc. Parts
- Water Piping
- Oil Hoses / Lines (non-hydraulic)
- Cylinder Block
- Piston
- Piston Rings
- Piston & Connecting Rod
- Crankshaft, Main Bearings & Rod Bearings
- Bearings
- Cams/camshaft & Camshaft Bearings
- Timing / Accessory Gears
- Timing Chain / Belt
- Cylinder Head
- Inlet / Exhaust Valve
- Valve Cover & Base
- Valve Spring & Guide
- Rocker Arm
- Hocder Shaft Assembly
- Push Rod

Balancer
 Fuel Pump / Governor Drive
 Oil Pump
 Oil Pan Group
 Fan & Fan Drive

Balancer
 Fuel Pump / Governor Drive
 Oil Pump
 Oil Pan Group
 Fan & Fan Drive

[illegible]

**Transmissions
Transmission Oil Lines
Hydraulic Controls
Transmission Oil Filter Base
Transmission Gears
Final Drives / Planetary
Drive Shafts**

Transfer Case
Mot Brake Assemblies

Wellbore Assemblies
Hydrostatic Pumps &
Drive Motors
Linkage / Lines Connected to
Hystat Pump
Drive (pilot/eh) Control Valves
Senders / Sensors
Powertrain transmission
Lines / Hoses
Transmission Oil Tank
Drive Train Oil Lines
Level and Transfer Case

THE UNIVERSITY OF CHICAGO PRESS

- Axles
- Axle Seals
- Final Drive & Wheel
- Final Drive Case / Bore
- Final Drive Chain
- Final Drive Gears
- Axle Shaft
- Drive Axle Oil Pump
- Universal Joint

WHAT WE DO

- Perform necessary inspections to confirm eligibility
- Install parts approved by Caterpillar on covered repairs
- Validate your enrollment in the program



- Steering Clutch
- Steering Clutch & Brake Control Valve
- Steering Gear & Valve
- Power Steering Logic Module
- Steering Linkage
- Steering Column
- Steering Console
- Tie Rod

Hydraulic / Steering Hoses & Lines

Hydraulic Cylinders
Hydraulic Valves & Controls
Hydraulic Accumulators
Hydraulic Oil Coolers
Hoses and Lines
Hydraulic Swivels
Hydraulic Oil Filter Mount
Hydraulic Oil Temperature Sensor
Hydraulic Oil Filter Base
Hydraulic Tanks

Automatic Grade Control

Axle Spring
 Bogie Suspension
 Cross Slope Control
 Equalizer Bar
 Equalizer Bar Center Pin
 Equalizer Bar Support
 Stabilizer
 Suspension Control
 Suspension Control Valve
 Suspension Cylinder

Brake Master Cylinder

Vacuum Pump
Wheel Cylinder
Brake Calliper, Head Assembly
Control Valves
Brake Lines
Accumulator

Gauges / Indicators / Instruments

- Wiring harnesses
- Switches
- Relays / Circuit breakers
- Generator
- Alternator / Generator
- Battery/Charger
- Main Power Relay
- Start Switch
- Fuse / Circuit Breaker Panel
- Circuit Board

Chassis / Implement Frames

Weight
Carbody
Main Frame
Track Roller Frame
Track Adjuster
Recoil Spring

WHAT YOU DO

- Operate equipment according to the Cat® Operation & Maintenance Manual (OMM)
- Have recommended preventive maintenance performed at intervals specified in the OMM
- Upon request, provide proof of preventive maintenance compliance (receipts, copies of work orders, invoices)
- Promptly provide the machine for repair in the event of a covered failure



EXCLUSIONS

If a component is not listed, it may not be included in the plan. Other exclusions include:

- > Improper or abusive use of the machine
- > Lubricating oil, antifreeze, filters, consumables and other maintenance items replaced during the covered component repair, unless such items are rendered unusable by a covered component failure
- > Failures caused by normal wear-out
- > Freight charges for parts shipments
- > Travel time and mileage involved in getting to a job site
- > Hauling costs and / or retrieval costs
- > Overtime labor costs
- > Repair costs resulting from the failure of any non-covered components
- > Downtime loss
- > Equipment rental charges
- > Any incidental / consequential damages or costs incurred as a result of a covered component failure.

Examples of covered and excluded components or items are listed here. The actual dealer contract will govern. For a complete list of included components and more information on Cat Equipment Protection Plans, contact your local Cat dealer.



City Council

Meeting Date: September 15, 2026

Meeting Time: 6:00 PM

Agenda Item 10.b

No:

Item 2026.128 Approval - Ad Hoc Biddeford Beach Management Task Force-

Description: RESOLUTION

Submitted By: Mayor Liam LaFountain

Key Terms:

Beach Management Plan: A long-term framework for managing, protecting, maintaining, and improving the City's beaches, dunes, and public waterfront access.

Coastal Resilience: The ability of coastal areas, infrastructure, and natural systems to prepare for, withstand, recover from, and adapt to storms, flooding, erosion, and changing coastal conditions.

Dune System: A naturally occurring or constructed formation of sand and vegetation that provides habitat and helps protect coastal properties and infrastructure from erosion, waves, and storm surge.

Beach Nourishment: The placement of compatible sand on an eroded beach or dune to restore its size, function, and protective capacity.

Public Access: The locations and supporting infrastructure through which the public may lawfully reach and use the waterfront, including access points, parking, walkways, signage, and facilities.

Ad Hoc Task Force: A temporary advisory body established to address a defined issue and make recommendations. The Task Force does not have authority to bind the City, direct City staff, or commit City funds.

Executive Summary:

This order proposes the creation of the Ad Hoc Biddeford Beach Management Task Force to support the development of a comprehensive Beach Management Plan and advise the City on matters involving its beaches, dunes, coastal neighborhoods, and public waterfront access. Recent storms have demonstrated the vulnerability of Biddeford's coastline and the significant public cost associated with storm damage and recovery. Residents called for a coordinated

beach management program during the December 2024 Coastal Resiliency Workshop and again during the June 9, 2026 beach management workshop, which drew significant attendance and generated more than 200 survey responses.

On September 1, 2026, the City Council approved Biddeford's participation in a regional coastal sand dune engineering and design initiative administered by York County Emergency Management Agency. The initiative will support engineering and design work at Gilbert Boucher Park and Middle Beach. The proposed Task Force will help ensure that the City's broader beach management recommendations are informed by that work while also addressing needs beyond the two project locations.

Detailed Review:

Biddeford's beaches and dunes are important public assets that support recreation, public access, the local economy, and the protection of coastal properties and infrastructure. Despite their importance, the City does not currently have an adopted Beach Management Plan or a standing body dedicated specifically to beach and dune management.

In the absence of a comprehensive plan, decisions concerning dune restoration, beach nourishment, storm preparedness, post-storm recovery, parking, signage, waterfront facilities, and public access may be considered individually rather than through a coordinated, long-term framework.

The proposed Task Force would support the development of a Beach Management Plan by recommending a scope and process, supporting meaningful public engagement, and ensuring that its recommendations are informed by the engineering and design work undertaken through the City's partnership with York County Emergency Management Agency. The Task Force would assist with presenting a recommended plan to the City Council for consideration. Until a plan is adopted, the Task Force would serve as an advisory resource to the City Council, Mayor, City Manager, and City staff on beach management strategies, particularly for property owned by or publicly accessible to the City. It would also review public access matters, including access points, parking, signage, facilities, and the preservation and improvement of waterfront access over time.

The Task Force would support the identification of outside funding and partnership opportunities involving State and Federal agencies, York County Emergency Management Agency, the University of New England, nonprofit organizations, neighborhood associations, and surrounding municipalities.

The proposed membership combines relevant City staff, elected officials, coastal researchers, waterfront representatives, and individuals with a direct interest in Biddeford's coastline. Roby Fecteau, Director of Code Enforcement and Emergency Management, and Ward 1 City Councilor Patricia Boston would serve as co-chairs.

The Task Force would be advisory only. It would have no authority to bind the City, direct City staff or departments, expend or commit City funds, or act on behalf of the City. Any policy recommendations, funding commitments, or adoption of a Beach Management Plan would remain subject to the appropriate municipal review and approval processes.

Funding Source:

No additional appropriation is requested through the establishment of the Task Force.

On September 1, 2026, the City Council separately authorized the local match commitment associated with the York County coastal sand dune engineering and design initiative, including an amount not to exceed \$31,420 from the Fiscal Year 2027 Contingency Fund. Eligible staff, Task Force member, volunteer, and University of New England contributions may be documented as in-kind support when permitted under the grant requirements.

Staff Recommendation:

The Mayor recommends approval of the order establishing the Ad Hoc Biddeford Beach Management Task Force.

Next Steps:

Upon Council approval, the co-chairs will convene the Task Force and develop an initial work plan, meeting schedule, and process for public engagement. It will then begin developing recommendations for a comprehensive Beach Management Plan and provide periodic progress reports to the City Council.

Attachments:

1. 2026.128 Approval-AD HOC Biddeford Beach Management Task Force - RESOLUTION
2. 2026 Kimberly Matthews- PA
3. 2026 Will Kochtitzky- PA



RESOLUTION

AN ORDER ESTABLISHING THE AD HOC BIDDEFORD BEACH MANAGEMENT TASK FORCE

WHEREAS, the City of Biddeford's beaches, dunes, and coastal neighborhoods are among its most significant public assets, serving residents, visitors, and the local economy; and

WHEREAS, recent storm events have demonstrated the vulnerability of the City's coastline and the substantial public cost of storm damage and recovery; and

WHEREAS, residents called for a beach management program at the December 2024 Coastal Resiliency Workshop and again at the June 9, 2026 beach management workshop, which drew significant attendance and more than 200 survey responses; and

WHEREAS, on September 1, 2026, the City Council approved the City's participation in a regional coastal sand dune engineering and design initiative administered by York County Emergency Management Agency, including the required local match commitment, to support coastal resilience work at Gilbert Boucher Park and Middle Beach; and

WHEREAS, the City does not presently have an adopted beach management plan, and decisions regarding its beaches and dunes are therefore made without the benefit of a standing body or official plan dedicated to that subject;

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Biddeford as follows:

Section 1. Establishment.

There is hereby established the Ad Hoc Biddeford Beach Management Task Force (the "Task Force"). The Task Force is advisory only. It shall have no authority to bind the City, to direct City staff or City departments, to expend or commit City funds, or to act on behalf of the City in any matter. Its role is to advise and make recommendations to the City Council, the Mayor, and the City Manager.

Section 2. Charges.

The Task Force is charged as follows, in each case in an advisory capacity:

(a) Beach Management Plan. To support the development of a Beach Management Plan for the City of Biddeford, including recommending a scope and process for the Plan, supporting meaningful public engagement in its development, ensuring that its recommendations are informed by the engineering and design work undertaken through the City's partnership with York County Emergency Management Agency, and supporting the presentation of a recommended Plan to the City Council for consideration.

(b) Interim Guidance. In the absence of an adopted Beach Management Plan, the Task Force shall serve as a resource to the City Council, the City Manager, and City staff on beach management strategies, with particular focus on property owned by or publicly accessible to the City, including dune restoration and protection, beach nourishment and maintenance, storm preparedness, post-storm response, and the future monitoring and maintenance of improvements at Gilbert Boucher Park and Middle Beach.

(c) Public Access. To review and make recommendations regarding public access to the City's waterfront, including access points, parking, signage, facilities, and the preservation and improvement of public access over time.

Section 3. Grants and Partnerships.

In carrying out each of the charges in Section 2, the Task Force shall identify and support opportunities for outside funding and partnerships, including grant programs administered by State and Federal agencies, regional efforts such as those of York County Emergency Management, and collaboration with the University of New England, nonprofit and community organizations, neighborhood associations, and surrounding municipalities. At the City Manager's request, the Task Force may assist City staff with grant research, public engagement, and the preparation of grant applications.

Section 4. Composition.

The Task Force shall be composed of City staff, elected officials, and individuals with expertise or direct interest in coastal management, emergency management, environmental science, waterfront operations, and the use of the City's waterfront.

The Task Force shall be co-chaired by Roby Fecteau, Director of Code Enforcement and Emergency Management, and Ward 1 City Councilor Patricia Boston.

The initial members of the Task Force shall be:

- Biddeford Director of Code Enforcement and Emergency Management, Roby Fecteau (Co-Chair)
- Biddeford Ward 1 City Councilor, Patricia Boston (Co-Chair)
- Biddeford Development and Sustainability Coordinator, Brad Favreau
- Biddeford Waterfront Coordinator, Alisha Keezer
- Biddeford Sustainability Commission Chair and University of New England Assistant Professor, Will Kochtitzky
- Biddeford Coastal Preservation Coalition (BCPC) President, Kimberly Matthews

The membership of the Task Force may be adjusted from time to time at the discretion of the Co-Chairs. Members serve in an advisory capacity and do not represent the City in any official capacity by virtue of their service.

Section 5. Meetings and Procedures.

The Task Force shall meet at the call of the Co-Chairs and shall conduct its business in accordance with Maine's Freedom of Access Act. City staff shall establish an appropriate process for documenting eligible staff, member, and volunteer time when such participation may qualify as an in-kind contribution toward the City's grant obligations.

Section 6. Reporting.

The Task Force shall periodically report its activities, findings, and recommendations to the City Council. Its reports should distinguish between recommendations associated with the York County engineering and design project and recommendations concerning the City's broader Beach Management Plan and waterfront policies.

Attest:_____

City Clerk

Committee, Board, and Commission Application Form

Application

Name kimberly Matthews

Pronouns Field not completed.

Ward 1

Need to find your Ward?

[Click here to find your Ward on a map or a list of streets.](#)

(Section Break)

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

If other, please list below. Ad-hoc Beach Management Task Force

Why are you interested in serving the City of Biddeford? I would like to serve on the Biddeford Ad Hoc Beach Management Task Force because I am passionate about helping our coastal communities prepare for the impacts of climate change while identifying practical ways to build stronger, more resilient beaches and neighborhoods.

I believe Biddeford has an important opportunity to take a proactive, long-term approach to beach management and coastal resilience. I would welcome the opportunity to contribute my perspective, learn from others, and help explore solutions that protect our beaches, support our community, and prepare us for the increasing impacts of coastal storms, erosion, and sea-level rise.

I am particularly interested in helping educate our community about the challenges we face, the options available to us, and the actions we can take today to create a more resilient future for Biddeford's coastal areas.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. Co-founder of Biddeford Coastal Preservation Coalition

(BCPC). A community based group supporting our beautiful biddeford coastal communities. And I am a chairperson for our BCPC: Hills Beach Working Group and an Operating Committee member. I am also a member of SOS: Saco Bay

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). Institutional Standards Trade Commission (ISITC) member (1998-2015) & Board Member, 2011-2014

South Boston Mom's Club President 20

Family Fun Day Chairperson (2016-2022)

Committee, Board, and Commission Application Form

Application

Name Will Kochtitzky

Pronouns he/him

Ward 4

Need to find your Ward?

[Click here to find your Ward on a map or a list of streets.](#)

(Section Break)

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

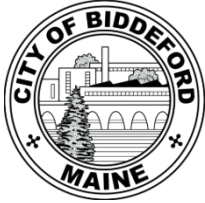
If other, please list below. Ad Hoc Beach Management Task Force

Why are you interested in serving the City of Biddeford? We have a major opportunity to advance beach management in the city and I am willing to help do that work. We have good momentum right now with the recent action and agreement with YC EMA.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. Current Chair of the Sustainability Commission for the City.

Assistant Professor at the University of New England in the School of Marine and Environmental Programs

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). Sustainability Commission since 2024



City Council

Meeting September 15, 2026

Date:

Meeting 6:00 PM

Time:

Agenda 10.c

Item No:

Item 2026.129 Approval - Refer Lester B. Orcutt Blvd. Safety and Public Access

Description: Improvement to Traffic Committee for Recommendation

Submitted Mayor Liam LaFountain

By:

Key Terms:

Public Right-of-Way: The full legal width of a public way available for public travel and related municipal purposes, which may extend beyond the existing paved roadway.

Traveled Way: The portion of a public roadway ordinarily used for vehicular travel.

Encroachment: Vegetation, landscaping, fencing, stones, structures, or other privately placed features located within a public right-of-way.

Relevant City Ordinances:

Section 62-36 — Encroachment on Public Ways: Directs that encroachments not be made upon City streets or public grounds and establishes a process for the prosecution of violations and abatement of encroachments.

Section 62-85 — Setting Posts, Signs, and Other Structures in a Right-of-Way: Prohibits the placement or planting of posts, trees, shrubs, bushes, signs, fences, stones, monuments, statues, and similar structures or plants within a right-of-way without written consent from the City Council or Director. It also prohibits vegetation from encroaching upon a right-of-way in a manner detrimental to its normal and full use.

Section 62-86 — Boundary Survey of Proposed Right-of-Way Required: Establishes survey requirements for streets proposed for City acceptance and authorizes the City Council to order a retracement survey based on a report from the City Engineer.

Section 62-102 — Minimum Width of Right-of-Way: Requires newly designed streets to have a

right-of-way of at least 50 feet and provides that greater width must be provided when necessary to accommodate features such as on-street parking or surface drainage.

Executive Summary:

This Order refers potential safety and access improvements along Lester B. Orcutt Boulevard to the Traffic Committee and directs the Committee to return one preferred recommendation, supported by a conceptual plan, to the City Council on or before November 17, 2026.

Safety, parking, pedestrian access, and use of the public right-of-way along Lester B. Orcutt Boulevard have been considered through multiple Traffic Committee meetings, a temporary parking restriction, a boundary survey, public meetings, a City Council workshop, and a subsequent Council site walk. This process, including substantial input from neighborhood residents and other users of the area, has identified several interconnected objectives: preserving meaningful public access; improving safety for motorists, pedestrians, cyclists, and emergency vehicles; moving roadside parking outside the traveled way where feasible; considering a reasonably continuous pedestrian route; and developing improvements that respond appropriately to the established residential and coastal character of the street.

The proposed referral is intended to move the process from preliminary discussion to one actionable recommendation. It does not approve a final design, authorize construction, direct the wholesale removal of encroachments, or enact any traffic or parking changes. Any ordinance amendments, funding commitments, or implementation decisions would return to the City Council for consideration.

Detailed Review:

January 2025: Residents speaking as members of the Biddeford Pool Improvement Association presented concerns to the Traffic Committee regarding safety along Lester B. Orcutt Boulevard. The concerns included conflicts among vehicles, pedestrians, cyclists, and roadside parking along the narrow corridor.

March 2025: The Traffic Committee unanimously authorized a 90-day trial parking restriction near the East Point Audubon Sanctuary entrance under the Police Department's temporary-rules authority.

June–September 2025: Public Works implemented the temporary no-parking zone along approximately 130 feet of the even-numbered side of Lester B. Orcutt Boulevard near Ocean Avenue. Observations during the trial informed the Traffic Committee's subsequent review.

October 2025: The Traffic Committee unanimously recommended that the temporary parking restriction become permanent.

November 2025: The City Council considered the Traffic Committee’s recommendation through its two-reading process and adopted the permanent no-parking restriction on Lester B. Orcutt Boulevard near Ocean Avenue. During its deliberations, the Council also discussed concerns that removing roadside parking could limit public access or shift parking pressures elsewhere in the neighborhood. Recognizing that parking and safety conditions along Lester B. Orcutt Boulevard had been addressed incrementally over many years, the Council directed staff to document the full public right-of-way and better understand the options for a more comprehensive approach to public safety, traffic circulation, parking, and pedestrian access along the corridor.

March 2026: The Traffic Committee held an informational meeting concerning a boundary survey of Lester B. Orcutt Boulevard between Ocean Avenue and First Street. Twenty-nine nearby property owners were notified by mail. Later that month, the City held an additional online public meeting to explain the scope and purpose of the survey.

April 2026: Dow & Coulombe completed the boundary survey. The survey documented a public right-of-way substantially wider than the existing traveled pavement and identified vegetation, landscaping, fencing, stones, and other features within portions of the mapped right-of-way.

June 2026: The City Engineer presented the boundary survey findings to the City Council. The survey provided the Council with additional information about the space potentially available for improvements for pedestrians, parking, traffic safety, and emergency access.

August 2026: The City Council held a public workshop concerning Lester B. Orcutt Boulevard that included robust public comment from neighborhood residents and other interested members of the public. Public Works presented a preliminary concept illustrating possible off-pavement parking and a five-foot pedestrian route. The concept was intended to support discussion, identify potential opportunities and tradeoffs within the public right-of-way, and gather public and Council feedback; it was not presented as a final design.

The discussion also helped identify several broad goals for the Council’s continued review, including improving public safety, preserving meaningful public access, maintaining free access to recreational opportunities, making the corridor safer for pedestrians and cyclists, respecting the residential and coastal character of the street, and considering the effects of potential changes on nearby residents and natural resources.

Later that month, the City Council conducted a site walk along Lester B. Orcutt Boulevard. The site walk included travel along the corridor and observations near Ocean Avenue, including the placement of rocks and other features within or adjacent to the public right-of-way, as well as conditions near St. Brendan’s Church and the East Point Audubon Sanctuary. These locations provided additional context regarding current parking patterns, pedestrian and bicycle movement, mature vegetation, and access to the different destinations served by the corridor. Members of the public use the area to reach the rocky beach and East Point Sanctuary, attend activities at St. Brendan’s Church, and walk through the surrounding neighborhood. The

associated safety concerns are most prevalent during the summer, when the corridor experiences its highest levels of vehicular, pedestrian, bicycle, parking, and recreational activity.

Together, the workshop and site walk suggested that several of the identified goals are closely related. Moving roadside parking outside the traveled way could improve traffic circulation and pedestrian safety in some locations, although the available options may be affected by mature trees, existing encroachments, surface materials, and variations in the width and configuration of the right-of-way. A reasonably continuous pedestrian route may present similar tradeoffs involving road crossings, vegetation, parking placement, and traffic circulation.

The preliminary concept presented by Public Works helped the Council and the public consider these opportunities and constraints. Further review could help identify an approach that appropriately balances the needs of motorists, pedestrians, cyclists, emergency vehicles, neighborhood residents, nearby institutions, natural resources, and members of the public who visit the rocky beach, sanctuary, and surrounding neighborhood.

The proposed Order would return the issue to the Traffic Committee with a defined scope and deadline. Rather than requesting another general review, the Order would direct the Committee to develop one preferred recommendation, supported by a conceptual plan, that:

1. Preserves meaningful public access to the area;
2. Improves vehicular, pedestrian, cyclist, and emergency-access safety through appropriate measures, including, but not limited to, roadway design, traffic calming, and changes to traffic flow, including potential one-way circulation;
3. Prioritizes moving existing roadside parking fully outside the traveled way, where feasible;
4. Evaluates options for, and incorporates where feasible, a safe and reasonably continuous pedestrian route;
5. Identifies encroachments within the public right-of-way that prevent or materially limit parking, pedestrian, bicycle, or emergency-access improvements;
6. Minimizes the removal of mature trees and the addition of impervious surfaces where consistent with the safety and access objectives;
7. Identifies opportunities for off-pavement parking on nearby public ways and incorporates them where appropriate; and
8. Includes any necessary ordinance amendments, implementation steps, and preliminary cost estimates.

Establishing a deadline of November 17, 2026, would allow the Traffic Committee to complete its review and provide the City Council with a timely recommendation rather than continuing the matter through an open-ended series of preliminary discussions.

Funding Source:

No additional appropriation is requested through this referral. The Traffic Committee's review

and development of a conceptual plan are expected to involve existing staff resources. Any future design, engineering, construction, or implementation costs would be presented to the City Council as part of the Traffic Committee's recommendation and would remain subject to the appropriate budgetary and approval processes.

Staff Recommendation:

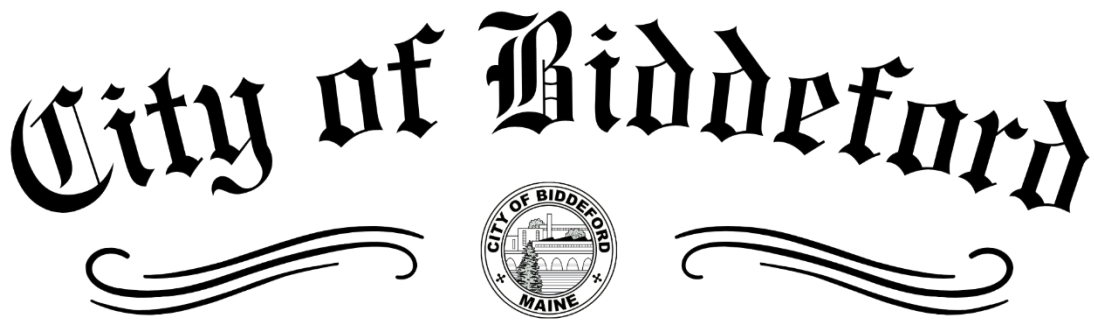
The Mayor recommends approval of the Order referring potential safety and access improvements along Lester B. Orcutt Boulevard to the Traffic Committee.

Next Steps:

Approval of the accompanying Order would establish the Traffic Committee's mandate and deadline. The Committee would then work with the City Engineer, Public Works, Police, Fire, and other relevant parties to develop its preferred recommendation for Council review.

Attachments:

1. 2026.129 Approval - Refer Lester B. Orcutt Blvd. Safety and Public Access Improvement to Traffic Committee for Recommendation
2. 2026-04-21_Lester B Orcutt Boundary Survey (2)
3. 202608 Lester B. Orcutt Map (2)
4. 2026-06-16_LBO Blvd Presentation (3)

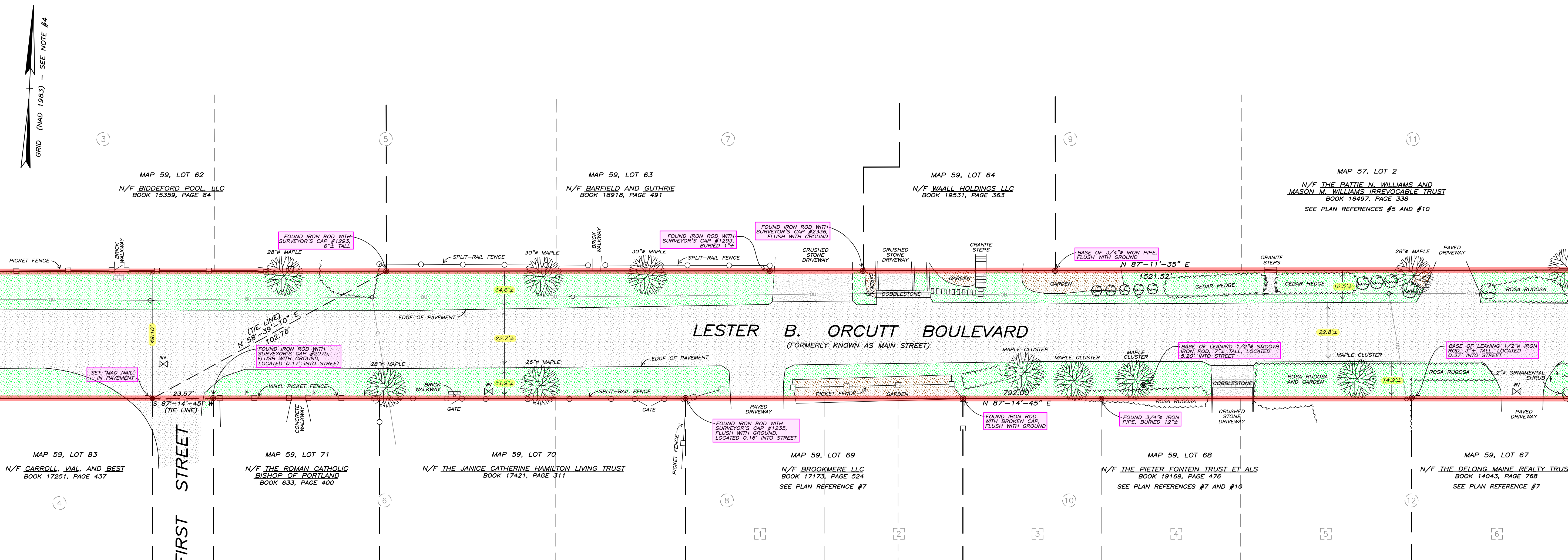


2026.129 IN BOARD OF CITY COUNCIL... SEPTEMBER 15, 2026

BE IT ORDERED, that the City Council of the City of Biddeford does hereby refer consideration of safety and public access improvements along Lester B. Orcutt Boulevard to the Traffic Committee and direct the Committee to return one preferred recommendation, supported by a conceptual plan, to the City Council on or before November 17, 2026, that:

- 1.Preserves meaningful public access to the area;
- 2.Improves vehicular, pedestrian, cyclist, and emergency-access safety through appropriate measures, including, but not limited to, roadway design, traffic calming, and changes to traffic circulation, including potential one-way operation;
- 3.Moves roadside parking fully outside the traveled way, where feasible;
- 4.Evaluates options for, and incorporates where feasible, a safe and reasonably continuous pedestrian route;
- 5.Identifies encroachments within the public right-of-way that prevent or materially limit the proposed improvements and recommends their removal or modification where necessary;
- 6.Minimizes the removal of mature trees and the addition of impervious surfaces where consistent with the safety and access objectives;
- 7.Identifies opportunities for off-pavement parking on nearby public ways and incorporates them where appropriate; and
- 8.Includes any necessary ordinance amendments, implementation steps, and preliminary cost estimates.

Attest by: _____
City Clerk



LEGEND :

- SET IRON ROD WITH CAP (UNLESS OTHERWISE NOTED)
- ⊙ FOUND IRON ROD (AS LABELLED)
- ⊙ FOUND IRON PIPE (AS LABELLED)
- HYD HYDRANT
- WV WATER VALVE
- LP LAMP POST
- UP UTILITY POLE
- DT DECIDUOUS TREE SEE NOTE #7
- CT CONIFEROUS TREE SEE NOTE #7
- SB SHRUB OR BUSH
- φ DIAMETER
- N/F NOW OR FORMERLY
- APPARENT LIMIT OF RIGHT OF WAY
- ABUTTING PROPERTY OR STREET LINE
- OLD SUBDIVISION LOT LINE PER PLAN REFERENCE #1
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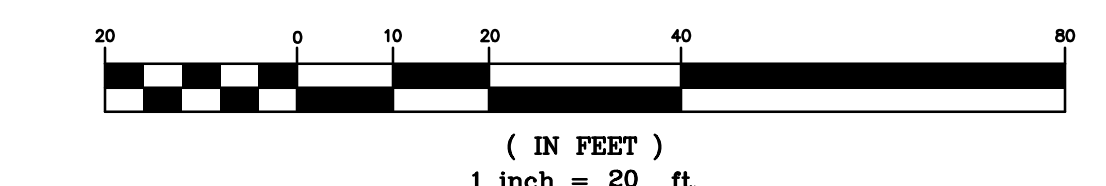
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NOTES :

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- INFORMATION IN PARENTHESES COPIED FROM DEED AND PLAN REFERENCES.
- LOT NUMBERS (10) REFER TO PLAN REFERENCE #1.
- LOT NUMBERS [1] REFER TO PLAN REFERENCE #7.
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- THE BEARINGS AND COORDINATES SHOWN ON THIS PLAN REFER TO THE MAINE COORDINATE GRID SYSTEM, WEST ZONE, NAD 83 (2011) EPOCH 2010.00, GEOID 18, AS DERIVED FROM GPS OBSERVATIONS AND THE ONLINE POSITIONING USER SERVICE (OPUS) PROVIDED BY THE NATIONAL GEODETIC SURVEY.
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- TREES SHOWN WERE LOCATED AT THE APPROXIMATE CENTER OF THEIR BASE AND DIAMETERS MEASURED AT CHEST HEIGHT.

GRAPHIC SCALE



No.	Revision	Date
1.	REVISED ENGINEERING DEPARTMENT COMMENTS	04-27-2026

PLAN SHOWING A BOUNDARY SURVEY OF A PORTION OF LESTER B. ORCUTT BOULEVARD MADE FOR THE

CITY OF BIDDEFORD

C/O CRAIG CHEKAN, P.E.
(MAILING ADDRESS : P.O. BOX 586, BIDDEFORD, ME 04005)

BIDDEFORD MAINE

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Land Surveyors & Land Planners Since 1864

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Date:	April 14, 2026
H. Scale:	1" = 20'
Drawn by:	JMS
Chk'd by:	Appv'd by:
PDD	MJC

SHEET 1 OF 4

ZONE-18
CDwgs2026/LB018r1

GRID (NAD 1983) - SEE NOTE #4

MAP 57, LOT 2
N/F THE PATTIE N. WILLIAMS AND
MASON M. WILLIAMS IRREVOCABLE TRUST
BOOK 16497, PAGE 338
SEE PLAN REFERENCES #5 AND #10

MAP 57, LOT 14
N/F BP LIMITED PARTNERSHIP
BOOK 7495, PAGE 158
SEE PLAN REFERENCES #5 AND #10

MAP 59, LOT 55
N/F THE ABENAKEE CLUB
BOOK 1167, PAGE 287
SEE PLAN REFERENCES #3, #4, #5, AND #6

MAP 59, LOT 67
N/F THE DELONG MAINE REALTY TRUST
BOOK 14043, PAGE 768
SEE PLAN REFERENCE #7

MAP 59, LOT 66
N/F 50 LBO LLC
BOOK 17823, PAGE 435
SEE PLAN REFERENCE #13

MAP 59, LOT 65
N/F WILES
BOOK 16939, PAGE 817

MAP 58, LOT 12
N/F MACPHEE
BOOK 18212, PAGE 663

LEGEND :

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- ⊙ FOUND IRON ROD (AS LABELLED)
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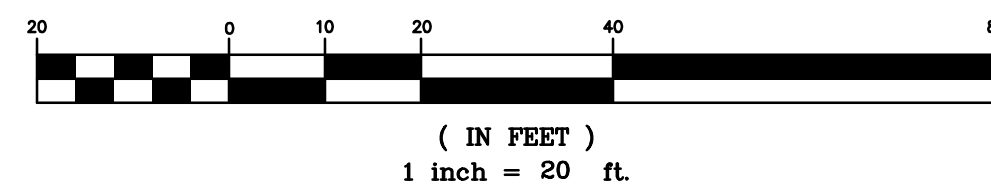
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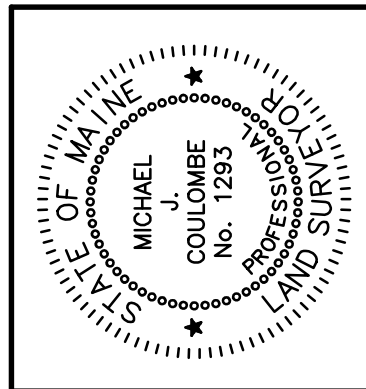
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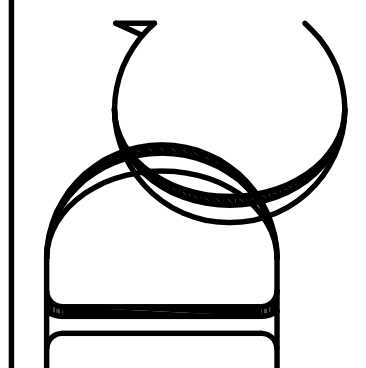
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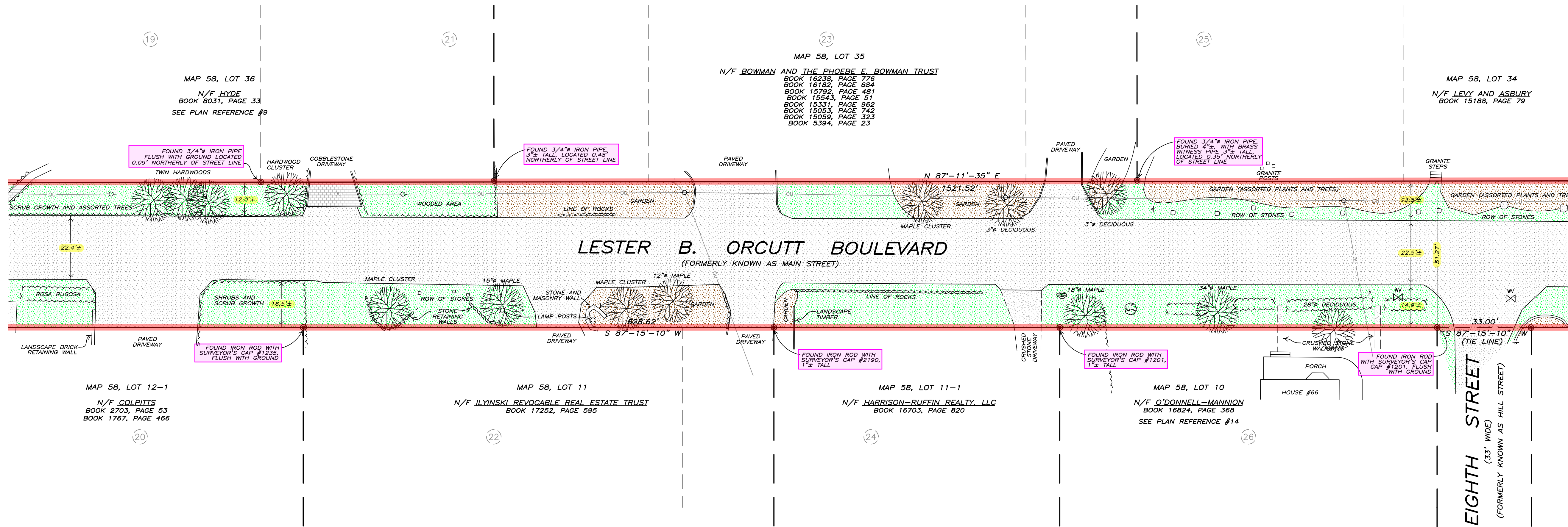
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SHEET 2 OF 4

ZONE-18
CDwgs2026/LB018r1

GRID (NAD 1983 - SEE NOTE #4)



LEGEND :

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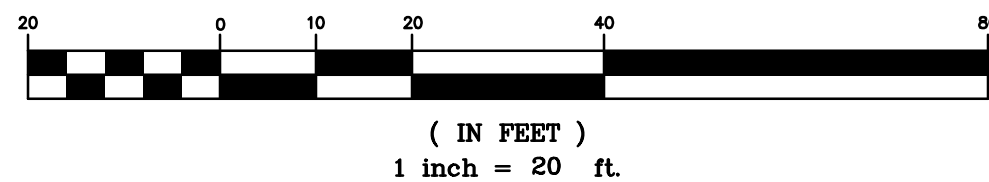
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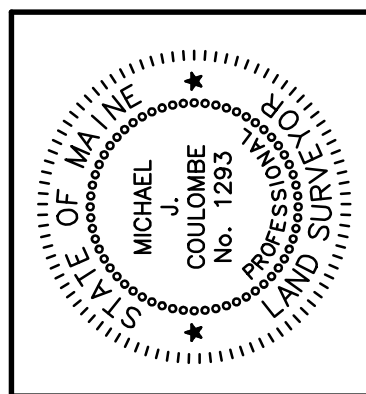
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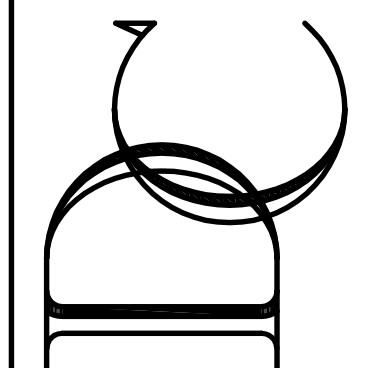
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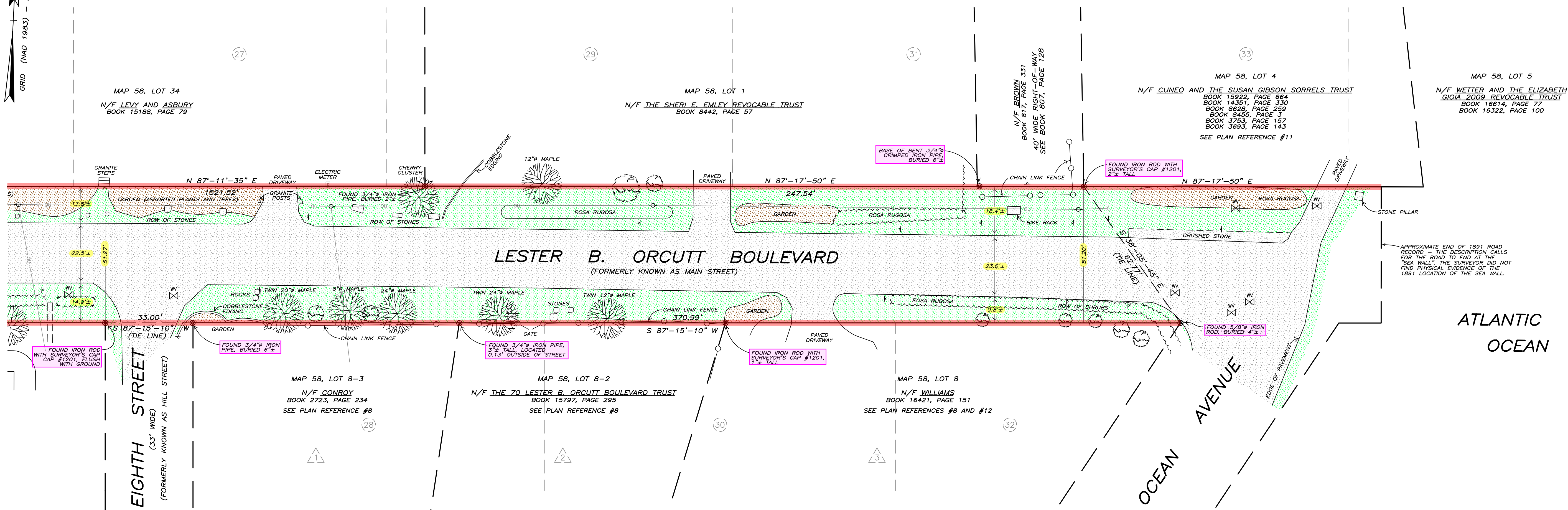


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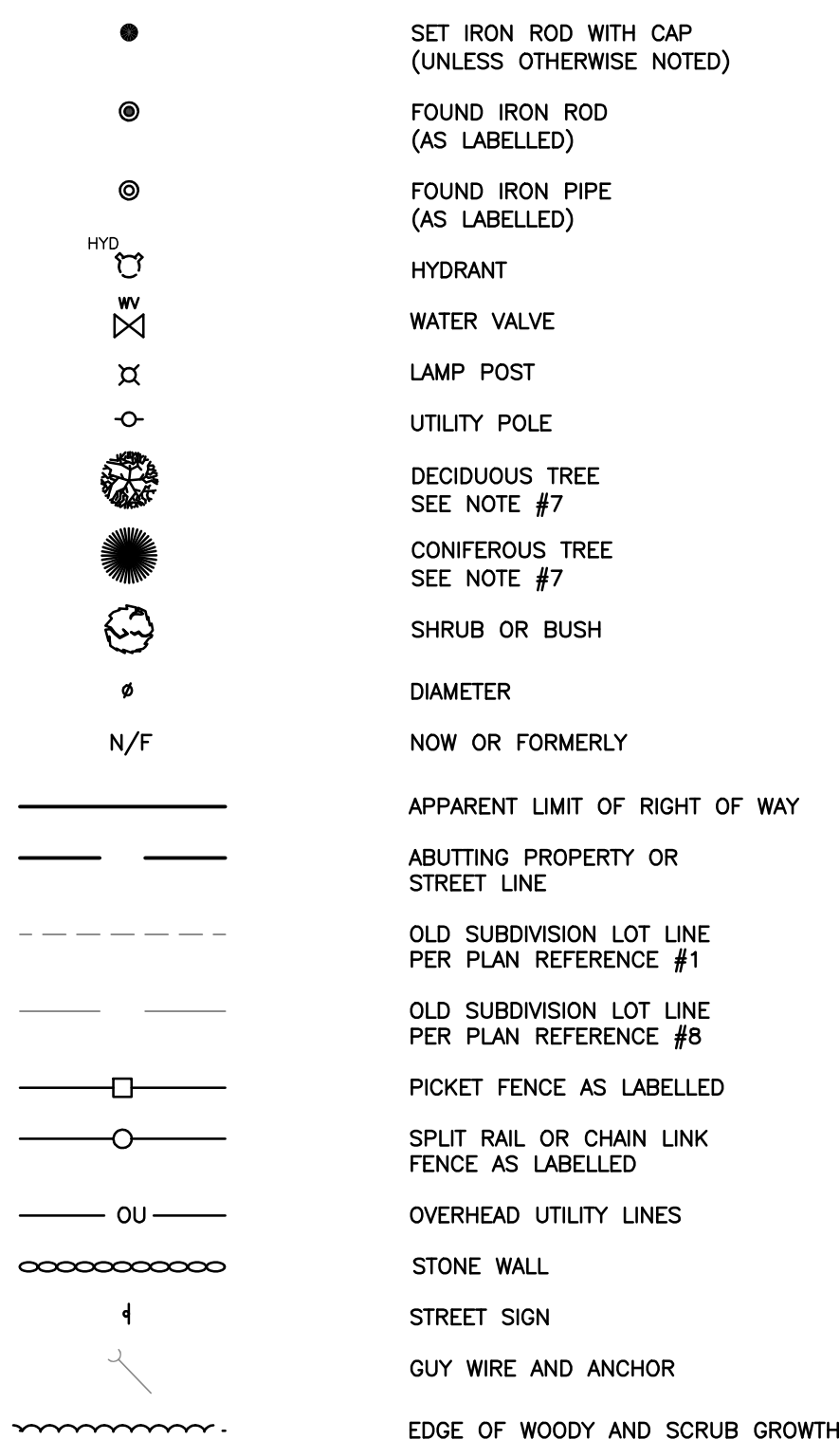
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GRID (NAD 1983) - SEE NOTE #4



LEGEND :



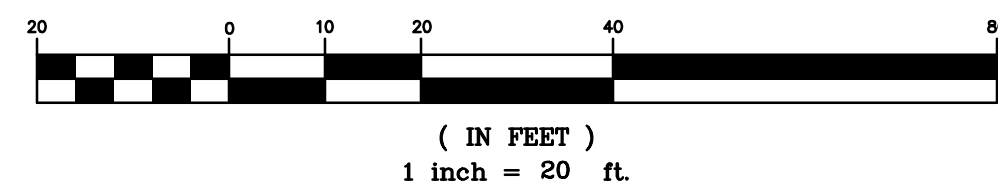
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- "PLAN SHOWING PROPERTY OF ARMAND J. PAULHUS, BIDDEFORD POOL, MAINE", DATED AUGUST 13, 1949 BY LIBBY & DOW AND RECORDED AT THE YORK COUNTY REGISTRY OF DEEDS IN PLAN BOOK 15, PAGE 29.
- "PLAN SHOWING LAND OF T. EDWARD ANUSZEWSKI ET. AL., BIDDEFORD POOL, BIDDEFORD, MAINE", DATED APRIL 11, 1968 BY LIBBY & DOW, AS REVISED APRIL 18, 1968.
- "PLAN SHOWING LAND OF ESPY, BIDDEFORD POOL, BIDDEFORD, MAINE", DATED MARCH 15, 1972 BY LIBBY & DOW.
- "STANDARD BOUNDARY SURVEY PLAN SHOWING ANNA S. BLACK LOTS, LESTER B. ORCUTT BLVD., BIDDEFORD POOL, MAINE", DATED JULY 24, 1991 BY WILLIAM PIERCE AND RECORDED AT THE YORK COUNTY REGISTRY OF DEEDS IN PLAN BOOK 203, PAGE 20.
- "PLAN SHOWING A BOUNDARY SURVEY MADE FOR KENNETH A. CUNEO", DATED APRIL 7, 2006 BY DOW & COULOMBE, INC.
- "PLAN SHOWING A BOUNDARY SURVEY MADE FOR DAVID WILLIAMS", DATED SEPTEMBER 10, 2012 BY DOW & COULOMBE, INC., AS REVISED APRIL 17, 2017.
- "PLAN SHOWING A BOUNDARY SURVEY MADE FOR 50 LBO LLC", DATED FEBRUARY 4, 2019 BY DOW & COULOMBE, INC.
- "PLAN SHOWING A BOUNDARY SURVEY MADE FOR MARGUERITE O'DONNELL-MANNION", DATED MARCH 23, 2026 BY DOW & COULOMBE, INC.

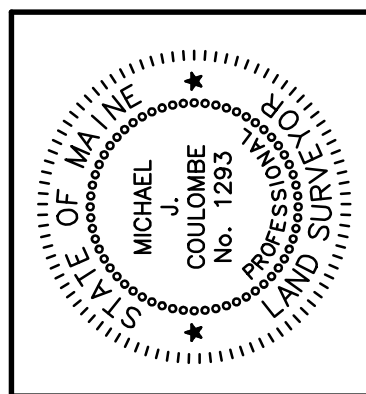
NOTES :

- TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS SURVEY CONFORMS TO STATE OF MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS' STANDARDS: CHAPTER 90, ADOPTED APRIL, 2001. EXCEPTIONS: A PROPOSED LEGAL DESCRIPTION WAS NOT PREPARED. A SURVEYOR'S REPORT WAS NOT PREPARED.
- INFORMATION IN PARENTHESES COPIED FROM DEED AND PLAN REFERENCES.
- LOT NUMBERS (10) REFER TO PLAN REFERENCE #1.
- LOT NUMBERS 11 REFER TO PLAN REFERENCE #7.
- LOT NUMBERS 12 REFER TO PLAN REFERENCE #8.
- THE BEARINGS AND COORDINATES SHOWN ON THIS PLAN REFER TO THE MAINE COORDINATE GRID SYSTEM, WEST ZONE, NAD 83 (2011) EPOCH 2010.00, GEOID 18, AS DERIVED FROM GPS OBSERVATIONS AND THE ONLINE POSITIONING USER SERVICE (OPUS) PROVIDED BY THE NATIONAL GEODETIC SURVEY.
- REFERENCE IS MADE TO THE ACCEPTANCE OF MAIN STREET FOUND IN THE CITY OF BIDDEFORD RECORDS, BOOK 1, PAGE 347 DATED MAY 11, 1891. THIS RECORD CALLS FOR A 3 ROD (49.50') ROAD WIDTH. BECAUSE PHYSICAL EVIDENCE OF THE LOCATION OF THIS ROAD CALLED FOR AT THE SOUTHEASTERLY END OF THE LAYOUT DESCRIPTION WAS NOT FOUND, AND THE SURVEYOR IS NOT AWARE OF ANY SUBSEQUENT SURVEY INFORMATION INDICATING A RECOVERY OF THE ORIGINAL MARKERS AT THIS END, IT IS THE PROFESSIONAL OPINION OF THE SURVEYOR THAT THE RECORD LOCATION OF THE STREET CANNOT BE ACCURATELY RECOVERED ON THE GROUND. CONSEQUENTLY, THE APPARENT LIMITS OF THE RIGHT OF WAY OF LESTER B. ORCUTT BOULEVARD SHOWN ON THIS PLAN ARE BASED ON RECORDS OF SURVEYS PERFORMED BY DOW & COULOMBE, INC. AND THEIR PREDECESSORS OVER THE LAST 120 YEARS TOGETHER WITH THE DEEDS AND PLANS REFERENCED ON THIS PLAN.
- THE TIE LINES SHOWN ON THIS PLAN DO NOT REPRESENT BOUNDARY LINES. THE PURPOSE OF THE TIE LINES IS TO SHOW THE MATHEMATICAL RELATIONSHIP BETWEEN THE MARKERS AT THE ENDPPOINTS OF THE TIE LINES.
- TREES SHOWN WERE LOCATED AT THE APPROXIMATE CENTER OF THEIR BASE AND DIAMETERS MEASURED AT CHEST HEIGHT.

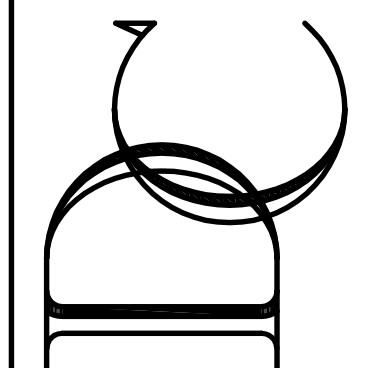
GRAPHIC SCALE



No.	Revision	Date
1.	NEW SURVEY ENGINEERING DEPARTMENT COMMENTS	04-27-2026



PLAN SHOWING A BOUNDARY SURVEY OF A PORTION OF
LESTER B. ORCUTT BOULEVARD MADE FOR THE
CITY OF BIDDEFORD
C/O CRAIG CHEKAN, P.E.
(MAILING ADDRESS : P.O. BOX 586, BIDDEFORD, ME 04005)
BIDDEFORD MAINE



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

Date:	April 14, 2026
H. Scale:	1" = 20'
Drawn by:	JMS
Chk'd by:	Appv'd by:
PDD	MJC
SHEET 4 OF 4	
ZONE-18	
CDwgs2026/LB018r1	

LESTER B. ORCUTT BOULEVARD

RIGHT-OF-WAY STUDY



LESTER B. ORCUTT BLVD - TIMELINE

◇ February 25th, 2025

- ◇ Traffic Committee reviewed existing parking on Lester B. Orcutt (LBO) Blvd near Ocean Ave

◇ March 25th, 2025

- ◇ Traffic Committee recommended parking restrictions near Ocean Ave

◇ June 15th, 2025

- ◇ Per Traffic Committee direction and Ordinance Sec. 42-2.1, Chief of Police enforced a 90-day parking restriction near Ocean Ave

◇ July 19th, 2025

- ◇ Biddeford Pool Improvement Association (BPIA) noted an improvement in pedestrian & vehicle during their public meeting

◇ October 28th, 2025

- ◇ Traffic Committee made a formal Council recommendation to add parking restrictions near Ocean Ave to the City Ordinance

◇ November 6th, 2025 & November 18th, 2025

- ◇ Council adopts no parking restrictions on LBO Blvd near Ocean Ave; Ordinance Section 42-90 updated
- ◇ **Council requests Staff provide documentation on existing right-of-way for additional potential vehicle & pedestrian improvements**

◇ November 25th, 2025

- ◇ Traffic Committee recommended 2-3 parking spaces be reserved for employees of the East Point Audubon Sanctuary

◇ March 3rd, 2026

- ◇ City Staff gave Council a public presentation on upcoming boundary survey work needed to fulfill their right-of-way assessment request

◇ March 4th, 2026

- ◇ City Staff held a virtual community meeting with residents to provide project update and notice of upcoming boundary survey

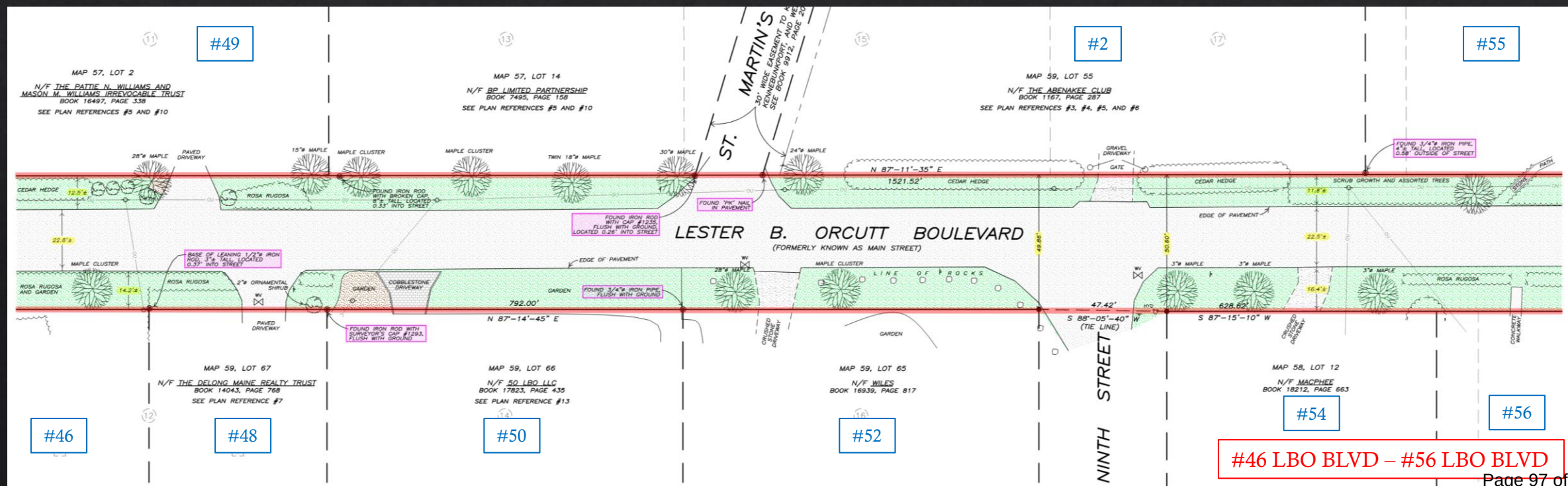
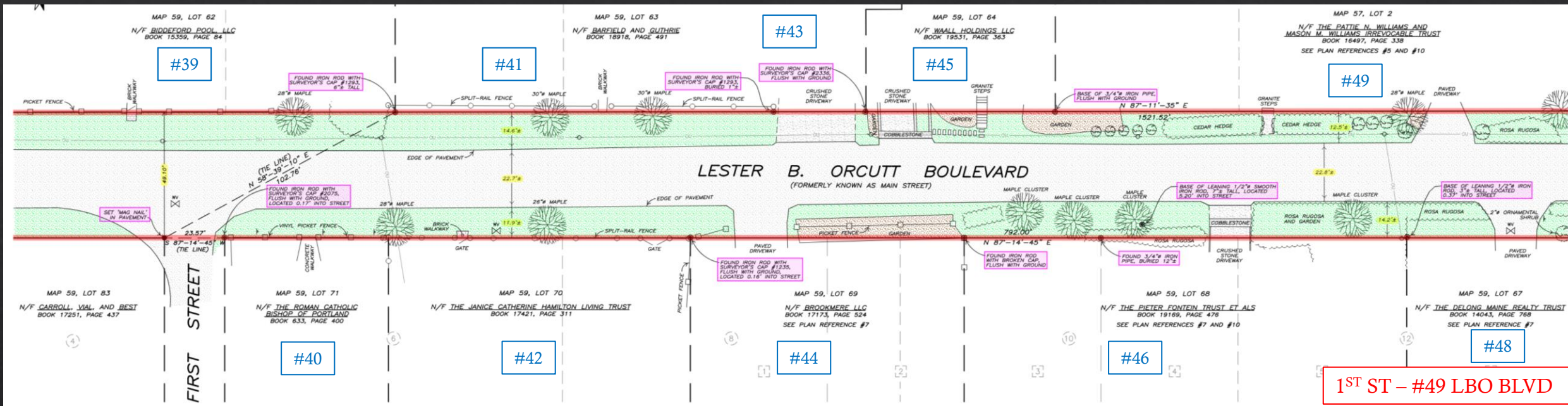
◇ March 16th, 2026 – April 14th, 2026

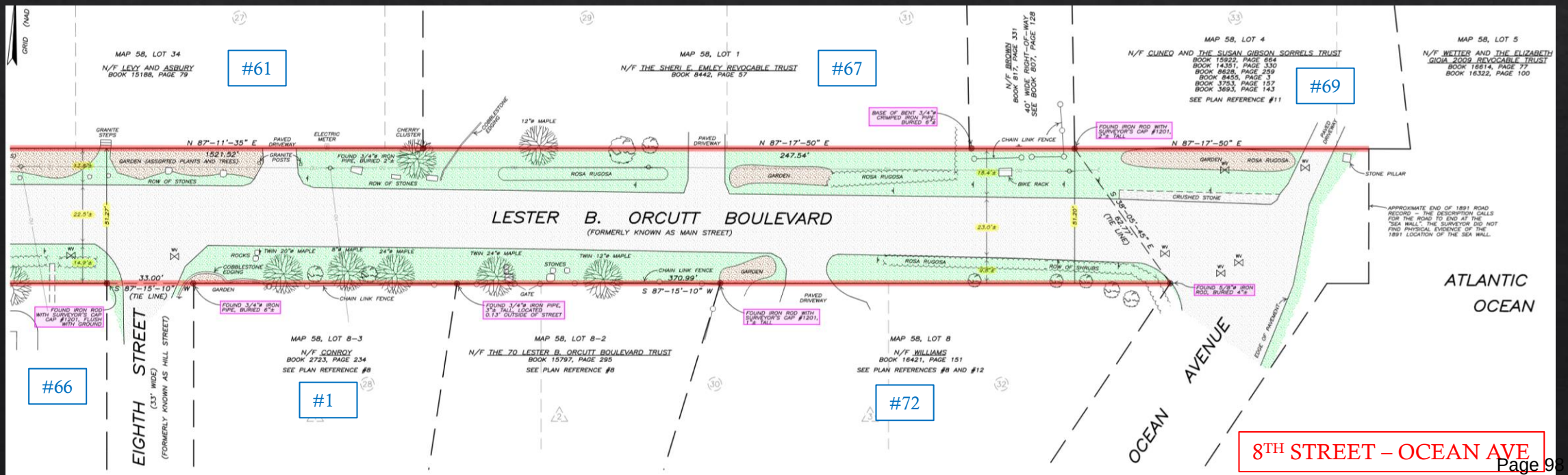
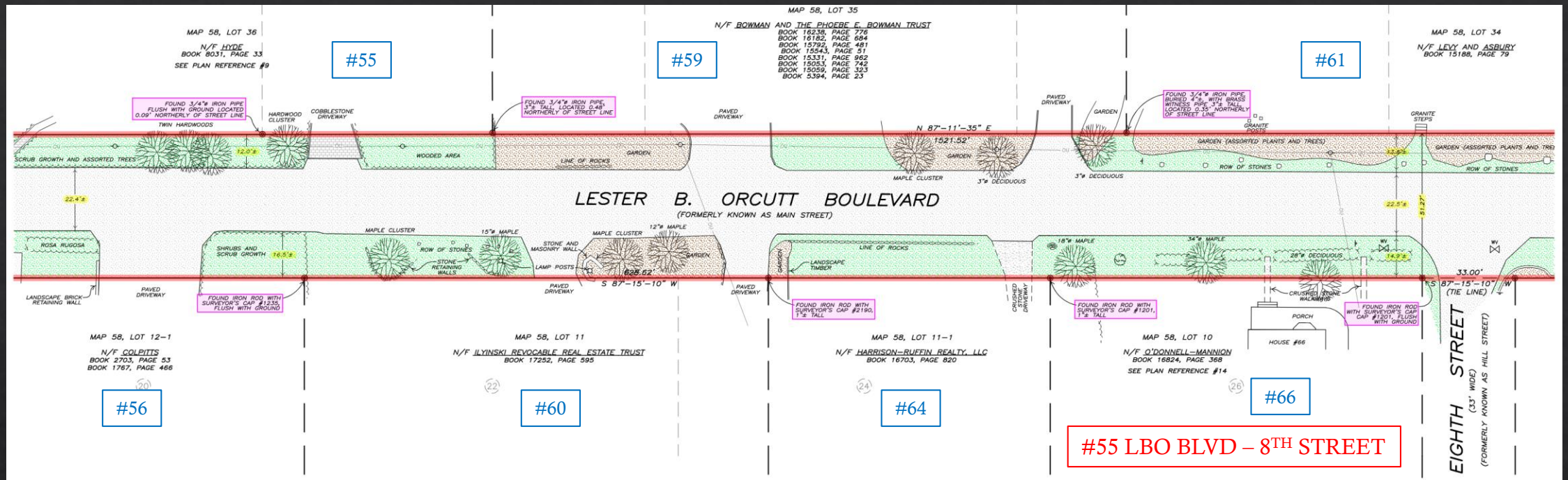
- ◇ After Staff issued a formal survey RFP, Dow & Coulombe performed a formal boundary survey of LBO Blvd from 1st Street to Ocean Avenue

BOUNDARY SURVEY RESULTS

(SHOWN ON NEXT SLIDES)

- ◆ Dow & Coulombe provided a very detailed boundary survey of LBO Blvd (1st Street to Ocean Ave)
 - ◆ 29 existing survey pins/monumentation found; 15 record drawings referenced
- ◆ All infrastructure within the right-of-way identified (trees, vegetation, boulders, gardens, fencing, etc.)
- ◆ The City's Right-of-Way width ranges between 49-FT to 51-FT
- ◆ The existing road pavement width ranges between 22-FT to 23-FT
- ◆ Right-of-way shoulders range between 10-FT to 18-FT on either side of existing road





FIRST AVE
LOOKING EAST



#48 LBO BLVD

LOOKING EAST



NINTH AVE
LOOKING EAST



#60 LBO BLVD
LOOKING EAST



#64 LBO BLVD
LOOKING EAST



EIGHTH AVE
LOOKING EAST



#61 LBO BLVD

LOOKING EAST



#67 LBO BLVD
LOOKING EAST



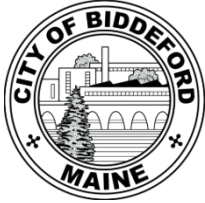
#72 LBO BLVD
LOOKING EAST



OCEAN AVE
LOOKING WEST



COUNCIL DISCUSSION



City Council

Meeting Date: September 15, 2026

Meeting Time: 6:00 PM

Agenda Item 10.d

No:

Item 2026.130 Approval - Agreement between the City of Biddeford and the Maine

Description: Judicial Branch

Submitted By: Roby Fecteau

Key Terms:

NA

Executive Summary:

The Maine Judicial Branch received Planning Board approval on May 20, 2020, and contract zone approval on June 16, 2020, from the City Council. One of the conditions of the approval, the Maine Judicial Branch was required to maintain a 30' buffer around neighboring properties. In September 2023, the Maine Judicial Branch trimmed and cut within the buffer without city planning board approval.

The Planning Approval had a condition that site lighting would be dimmed during the night and safety lighting would remain on. In January 2023, the Maine Judicial Branch and the City worked together with court security and facilities management to agree that site lighting not associated with site security, would be dimmed to 25% illumination and would turn off at 11:00 pm and turn back on at 5:30am. This agreement was made due to concerns from neighboring residential neighbors.

The order before the council is an agreement that will remedy the violation of cutting within the buffer. As part of the agreement with the Maine Judicial Branch agrees to plant 31 trees to enhance the existing buffer. The Maine Judicial Branch further agrees to maintain and replace the loss of any trees identified on the landscape plan as new plantings.

Detailed Review:

The Maine Judicial Branch trimmed hazardous tree limbs and a dead tree in September 2023. The Code Enforcement office received the complaint and proceeded to contact the Maine Judicial Branch. During the process of resolving the violation, the city learned that during the

construction of the site, the buffer established in the conditions of approval had already been cut for the installation of a fence that was included in the site plan. The said buffer had already been impeded with no approvals from the City of Biddeford Planning Board.

As part of the Planning Board's approval, condition number # 5 clearly states that the Planning Board shall approve the replanting (Notice of Decision attached). The Maine Judicial Branch submitted a replanting plan to the Planning board on March 19, 2025. The Planning board ultimately tabled the violation back to the Codes Office.(PB Minutes attached).

The code office proceeded to work with the Maine Judicial Branch to resolve the buffer violation. The city learned that contractual factors between the Maine Judicial Branch and vendors were creating delays with the site lighting programming. The exterior site lighting did not function according to the agreement between the city and Maine Judicial Branch.

The Code office acknowledged that the Maine Judicial Branch was contending with a civil process before they could bring in other companies to review the lighting issues. That, in effect, took time to resolve. It's important to know that meetings and discussions did not end during this process. In fact, the City was able to have more trees added to the original planting plan (Planners Memo 5-19-25 original plan). (Updated plan included in agreement)

The Code office has been advised that a new lighting control company is now under contract with Maine Judicial Branch and the new company was able to find issues with the system and was able to resolve the issue with the exterior lighting. City staff is recommending the lighting agreement established in January 2023 be memorialized through this agreement.

Maine Judicial Branch agrees to plant the 31 trees shortly after the agreement is approved. They agree in this agreement that they will maintain and replace any dead trees in the planting plan. They also acknowledge that the existing buffer must remain and must work with the planning office for removal and replanting within the 30' buffer.

Funding Source:

None

Staff Recommendation:

City Staff and City Solicitor recommend approval of this agreement as it satisfies the buff violation and also memorializes the lighting agreement, which is more restrictive than the original approval.

Next Steps:**Attachments:**

1. 2026.130 Approval - Agreement between the City of Biddeford and the Maine Judicial Branch -ORDER
2. 2026.130 Agreement Between the City of Biddeford and the Maine Judicial Branch
3. Planning Board NOD 6-3-20
4. 2024.56 YCJC Site Plan Amedment Report May 19, 2025
5. Planning Board Meeting Minutes 5-19-2025

City of Biddeford

The seal of the City of Biddeford, Maine, is circular. It features a central illustration of a lighthouse on a rocky shore with trees. The words "CITY OF BIDDEFORD" are inscribed around the top inner edge, and "MAINE" is at the bottom. There are small stars on either side of the bottom text.

2026.130 IN BOARD OF CITY COUNCIL... SEPTEMBER 15, 2026

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the Interim City Manager to sign the agreement set forth in this order between the City of Biddeford and the Maine Judicial Branch as attached.

Attest by: _____
City Clerk

RELEASE OF LIABILITY
BETWEEN THE CITY OF BIDDEFORD
AND THE MAINE JUDICIAL BRANCH

This Agreement is made between the City of Biddeford, hereinafter the “City”, and the Maine Judicial Branch, hereinafter the “Branch”, (and collectively the “Parties”) hereby agree as follows:

AND WHEREAS, as part of the permitting and planning process to allow for the construction of the York Judicial Center (YJC), a Contract Zone, as defined in Part III (Land Development Regulations) Article XIII (Amendments), § 3 (Contract and Conditional Zoning) was necessary for the project to proceed as currently developed;

AND WHEREAS, on May 20, 2020, the Planning Board of the City voted unanimously to approve item 2019.36 consisting of an application by the Branch for the construction of the YJC, with said approval having a recommendation to the Biddeford City Council to approve Contract Zone #19;

AND WHEREAS, on June 16, 2020, the Biddeford City Council voted to approve Agenda Item 2020.46 as recommended by the Planning Board as it pertained to creating Contract Zone 19;

AND WHEREAS, as part of the approvals granted by the Planning Board on May 20, 2020, and the City Council on June 16, 2020 (collectively the “Approvals”), the Branch was required to maintain a 30’ buffer area of trees around the parcel which were not shown on the plans as being removed, and that said trees in the buffer areas could only be removed if deemed hazardous and approved by the Planning Department;

AND WHEREAS, the Branch admits to having removed trees from the 30’ buffer area on or about September 10, 2023, for the benefit of public safety which the City has stated constitutes a violation of the Approvals through removal of trees without the prior approval of the Planning Department or Planning Board, for which the Branch acknowledged on May 30, 2024, and had begun to take remedial action to resolve the issue on May 30, 2024;

AND WHEREAS, the Branch admits that due to the failure of a third party to properly install interior and exterior lighting, both sets of lights have been illuminated overnights and during other non-court business hours causing abutters to the building to endure excessive illumination into their homes;

AND WHEREAS, the Branch has retained a new contractor which has remediated the issue with the illumination both interior and exterior, therefore the Branch agrees to an illumination schedule as agreed upon in email correspondence between the City of Biddeford and the Branch dated January 30, 2023 and memorialized in the Landscaping and Maintenance Plan;

AND WHEREAS the Parties' dispute described herein, about the Contract Zone, the Approvals, the trees and tree buffer around the YJC and the internal and external lighting concerns, shall be referred to as the "Dispute;" and

AND WHEREAS at a meeting of the City Council held on September 15, 2026, the City approved the resolution of the matters set forth herein on the terms and conditions set forth in this Agreement, and in connection therewith authorized Cornell Knight, in his capacity as Interim City Manager, to sign and deliver this Agreement for and on behalf of the City.

AND WHEREAS the Parties wish to resolve this Dispute without resorting to any litigation, and wish to memorialize the agreements and understandings of the Parties as to the scope of the resolution and enforcement of the resolutions thereto;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. **Landscaping Plan.** The Branch shall, immediately upon acceptance of this Agreement, take the necessary steps to enact the Landscaping and Maintenance Plan attached hereto as Exhibit A (hereinafter the "Landscaping Plan"). The Landscaping Plan shall hereafter be the entirety of the "buffer". The Branch agrees to maintain the Landscaping and Maintenance Plan and monitor and replace any of the newly planted trees that may be lost for any reason.
2. The City, on behalf of itself, and its employees, agents and other representatives, releases, acquits and forever discharges MJB and its affiliates, employees, agents, representatives, officers, successors and assigns, from any and all past, present and future claims of any kind regarding the Dispute, whether known or unknown, including, without limitation, any covenants, contracts, controversies, agreements, promises, doings, omissions, variances, damages, executions, claims, rights, liabilities, suits, actions, judgments, settlements, subrogation rights, accounts, reckonings, presentments, attorneys' liens, attorneys' fees, warranties, and liens, now existing, which the Parties now have or ever had against each other from the beginning of time relating to the Dispute.

3. The City shall not seek to impose or collect upon any fines, penalties, or other actions against the Branch for the Dispute. The City waives and releases the previously assessed fines.
4. This Agreement shall be recorded in the York County Registry of Deeds upon the request of either party.
5. **Entire Agreement.** This Agreement contains the entire agreement between the Parties regarding the subject matter set forth herein. Its terms are contractual and not a mere recital. To the extent a conflict exists between this Agreement and any other agreement, the Parties agree that the terms of this Agreement shall control.
6. **Mutual Drafting.** The Parties agree that this Agreement has been drafted with mutual input and preparation and, as a result, no clause shall be construed against any Party on such a basis.
7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maine and without regard to any applicable conflicts of law.
8. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such other term or provision.
9. **Modification, Amendment, Waiver.** No change, amendment, modification, or waiver of any provision of this Agreement or any exhibit hereto shall be valid or binding unless it is in writing and signed by all Parties to this Agreement.
10. **Free Act.** The Parties further state that they have carefully read the foregoing and know and understand its contents, that they sign it as their own free act, and that each person signing this Agreement on behalf of a Party represents and warrants that he or she has full power and authority to enter into this Agreement and to fully, completely, and finally settle this matter, including but not limited to any and all claims which were or could have been asserted.
11. **Counterparts and Electronic Signature.** This Agreement may be signed in counterparts, each of which shall be deemed to be an original as against any party whose name appears thereon and all of which shall together constitute one and the same agreement. Unless stated otherwise herein, the exchange of counterparts of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the Parties and

may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or PDF transmission shall be deemed to be the Parties' original signatures for all purposes. The Parties agree that executed counterparts of this Agreement shall have the same force and effect as originals.

12. **No Benefit to Third Parties.** This Agreement is a resolution of a disputed claim. It is intended to be for the benefit of the Parties only, and not intended to be used, or relied upon, by a third party (including, without limitation, any individual, entity or agency that is not a party to this agreement).

13. **Effective Date.** The effective date of this Agreement is the last date on which it was executed by a signatory to the Agreement.

Signed and agreed to by:

CITY OF BIDDEFORD

Date

Cornell Knight, Interim City Manager

State of Maine

County of _____, ss

_____, ____ 2026

Personally appeared the above-named Cornell Knight, in his capacity as the Interim City Manager for 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 the City of Biddeford.

Before me,

Notary Public/Attorney At Law

Print Name: _____

My Commission Expires: _____

Maine Judicial Branch

Date

State of Maine
Judicial Branch

_____, ____ 2026

Personally appeared the above-named _____, in their capacity as the _____ for the Maine Judicial Branch, and acknowledged the foregoing instrument to be their free act and deed in their said capacity.

Before me,

Notary Public/Attorney At Law

Print Name: _____

My Commission Expires: _____

(Exhibit A)

Landscaping & Maintenance Plan

PLANT LIST			
KEY	BOTANICAL NAME	COMMON NAME	SIZE
TREES			8-10' 465'
PG28	QUERCUS ROBERTA	RED OAK - WHITE SPANLE	2-10' CAL
TO	THUJA OCCIDENTALIS NIGRA	DARK AMERICAN ARBORVITAE	8' - 10' HGT.

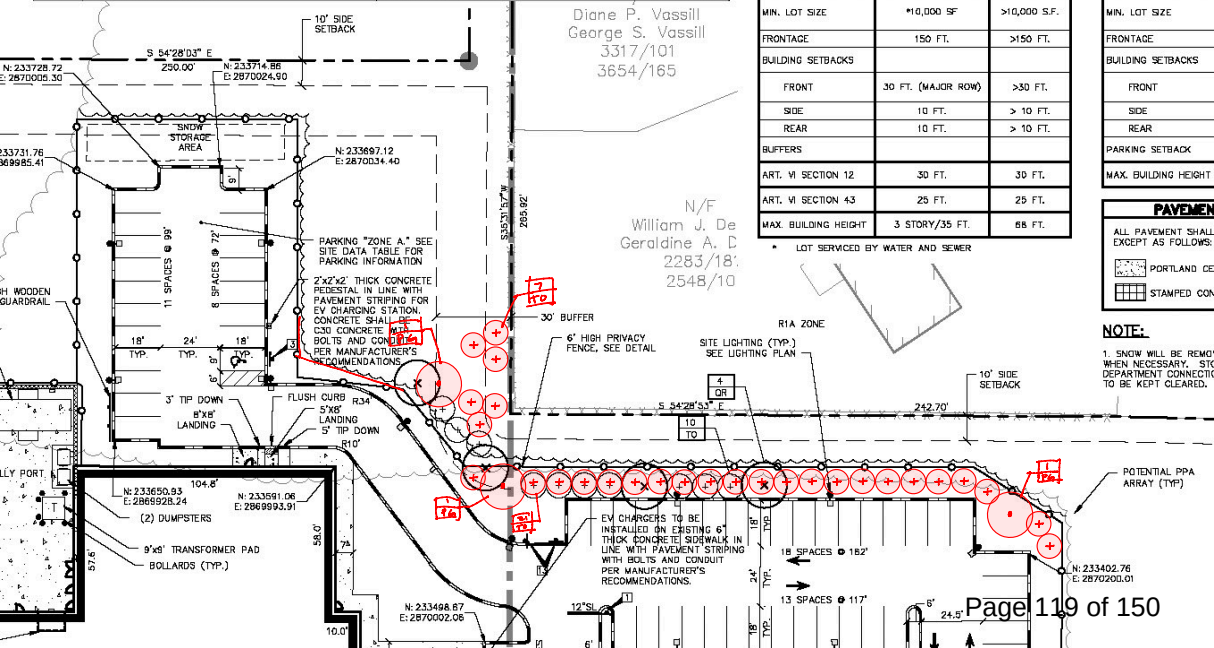
SPACE AND BULK STANDARDS		
ZONE: B2	REQUIRED	PROVIDED
MIN. LOT SIZE	*10,000 SF	>10,000 S.F.
FRONTAGE	150 FT.	>150 FT.
BUILDING SETBACKS		
FRONT	30 FT. (MAJOR ROW)	>30 FT.
SIDE	10 FT.	> 10 FT.
REAR	10 FT.	> 10 FT.
BUFFERS		
ART. VI SECTION 12	30 FT.	30 FT.
ART. VI SECTION 43	25 FT.	25 FT.
MAX. BUILDING HEIGHT	3 STORY/35 FT.	68 FT.

SPACE A	
ZONE: R1A	
MIN. LOT SIZE	
FRONTAGE	
BUILDING SETBACKS	
FRONT	
SIDE	
REAR	
PARKING SETBACK	
MAX. BUILDING HEIGHT	

PAVEMENT	
ALL PAVEMENT SHALL EXCEPT AS FOLLOWS:	
	PORTLAND CEMENT CONCRETE
	STAMPED CONCRETE

NOTE:

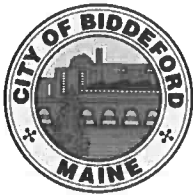
1. SNOW WILL BE REMOVED WHEN NECESSARY. STORM DEPARTMENT CONNECTION TO BE KEPT CLEARED.



Per Roby Fecteau, January 30th, 2023

Lighting Regulations for YJC

- Site Lighting will be turned on at dusk and the setting will be at 25% illumination
- Parking Lights will shut off at 11:00 P.M.
- Parking Lot Lights will turn on at 5 A.M.
- Plaza Lights will remain on at 25% illumination
- Ground Lighting for Walk Ways will remain on at 100% illumination



CITY OF BIDDEFORD

Planning and Development Department

Greg D. 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

NOTICE OF DECISION

June 3, 2020

Doug Reynolds, P.E.
Gorrill-Palmer
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106

RE: 2019.36 Contract Zone and Final Site Plan Review/Conditional Use Permit and for a 120,975± square foot floor area (34,545± footprint) York County Judicial Center and associated site improvements at 511-515 Elm Street (Route 1) and 384 Hill Street, Tax Map 88, Lots 5 and 44 and Tax Map 3, Lot 66-1 in the B2, R-1-A, and I-2 zones. The purpose of the Contract Zone is to allow a building height of up to 68.5 feet in height in an existing zone that otherwise would have allowed only 35 feet in height. Off-site improvements include improvements to an existing stormwater facility at 516 and 522 Elm Street, Tax Map 14, Lots 14-1, 14-2, and 14-3 owned by the City of Biddeford.

Dear Doug,

At their meeting of May 20, 2020 the Biddeford Planning Board reviewed the Contract Zone and Final Subdivision and Conditional Use Permit application for Maine Governmental Facilities Authority 127 Community Drive, P.O. Box 2268, Augusta, ME 04338-2268) for the York Judicial Center at 511-515 Elm Street (Route 1) and 384 Hill Street, Tax Map 88, Lots 5 and 44 and Tax Map 3, Lot 66-1 in the B2, R-1-A, and I-2 zones.

Maine Governmental Facilities Authority owns the property and you and representatives of the project team were present for the meeting. Based on the presentation and the materials submitted, the Planning Board authorized the City Planner to sign the final plans on its behalf. The Planning Board further approved the site plan and conditional use permit and approved the findings of fact conditioned on the following:

1. Prior to any ground disturbance or issuance of any permits:
 - a. A stormwater mitigation fee of \$72,350.00 shall be paid to the Planning Department based on the Maine DEP Site Location of Development Act Urban Impaired Stream Compensation Fee Maine DEP Chapter 501 SS 3.A.{1} as follows:

Area Type	Area (Acres)	Mitigation Cost per Acre	Cost per CFUP
Non-Roof Impervious	4.52	\$ 12,500.00	\$ 56,500.00
Roof	0.8	\$ 5,000.00	\$ 4,000.00
Vegetated	2.19	\$ 2,500.00	\$ 5,475.00
Impervious Permanent Stormwater Pool	0.51	\$ 12,500.00	\$ 6,375.00
TOTAL CFUP Required	-	-	\$ 72,350.00

- b. A pre-construction meeting with the contractor needs to be held with the Engineering Office to discuss inspection requirements.
- c. A copy of all required Maine DEP and Maine DOT Permits must be submitted to the Planning Department.
- d. An Erosion and Sedimentation Control Performance Guarantee (acceptable to the Planning Department) in the amount of \$XXX,XXX.XX (amount to be determined by the Planning Department) shall be submitted to the Planning Department.
- e. Salt Management Plan to be provided for review and approval by the Planning Department.
2. Prior to issuance of any occupancy permits:
 - a. A compliance inspection needs to occur by the Engineering Department to determine that all site improvements as shown on the submitted plan were constructed in accordance with the approved plans.
 - b. A performance guarantee (amount to be determined by the Planning Department) in the amount of 150% of any remaining site improvements shall be submitted to the Planning Department.
3. Prior to commencing any work in the City Right-of-Way the applicant must obtain a road-opening permit from the Public Works Department.
4. The emergency access road to and from Hill Street shall remain restricted to emergency access purposes only. Knox boxes for this access road and throughout the site shall be approved by the Fire Department.
5. All trees within required 30' buffer areas around the parcel not shown as removed as part of the project shall remain. Trees within the buffer areas may only be removed if deemed hazardous and approved for removal by the Planning Department. Buffer areas shall be maintained and any removed trees shall be revegetated with new trees, approved by the Planning Board, as sufficient for re-establishing any loss of buffer as a result of their removal within a reasonable time-period. The Planning Board may enlist the services of a 3rd Party to assist in the review of any revegetation plans in buffer areas, at the expense of the project owner.
6. Site lighting that is not necessary to maintain minimal security throughout the site shall be dimmed after normal hours of business, typically between 9 PM and 6 AM daily and on weekends and holidays.
7. Best management practices shall be adhered to during all ground disturbance operations. All Catch Basin's in the vicinity of earthwork operations shall have silt sacks installed & maintained for the duration of the work.
8. All erosion and sediment control measures need to be installed. The applicant shall notify the Engineering Department once installed so that Staff may inspect said installation, as necessary.
9. The applicant shall obtain all other pertinent local, state and federal permits, licenses, and insurance such as blasting, building, electrical, plumbing, etc., prior to commencing business, unless authority issuing said permit allows for such actions.

10. Once completed, as-built drawings of the site shall be provided to the Planning Department.
11. Upon completion of the work the project engineer shall certify that the project has been completed as per the approved plans or shall note any deviations from the approved plans.
12. Standard Conditions of Approval apply.
13. This approval is conditioned upon approval of a Contract Zone by the Biddeford City Council.

The Planning Board Site Plan and Conditional Use Permit approvals shall be valid for one (1) year from the date of said approval. If a building permit has not been issued within one (1) year, then said approval shall become automatically null and void.

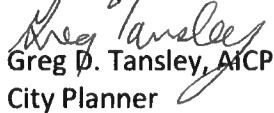
After approving the Site Plan and Conditional Use Permit, the Planning Board then approved the "Findings of Fact and Recommendation of the City of Biddeford Planning Board" and forward the Contract Zone proposal to the City Council with a positive recommendation for approval. I expect this item to be on the June 16 City Council Agenda.

Appeals of the Planning Board's decision may be made as per the Biddeford Revised Code of Ordinances.

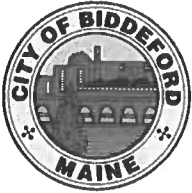
Please contact us at 284-9115 if you have any questions.

FOR THE BIDDEFORD PLANNING BOARD

Sincerely,


Greg D. Tansley, MCP
City Planner

Cc: C. Colburn, Finegold Alexander Architects (via e-mail)
P. Johnston, Owner's Project Manager (via e-mail)
T. Milligan, P.E., City Engineer (via e-mail)
R. Fecteau, Code Enforcement Officer (via e-mail)
M. Eddy, Planning and Development Director (via e-mail)
File



CITY OF BIDDEFORD

Planning and Development Department

Greg D. Tansley, A.I.C.P.

City Planner

205 Main Street

P.O. Box 586

Biddeford, ME 04005

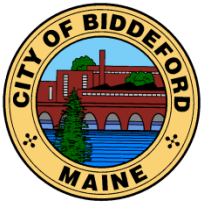
(207) 282-7119 or (207) 284-9115

Greg.Tansley@biddefordmaine.org

Standard Conditions of Approval

- Owner/Applicant:** Maine Governmental Facilities Authority
127 Community Drive
P.O. Box 2268
Augusta, ME 04338-2268
- Project Description:** 120,975± square foot floor area (34,545± footprint) York County Judicial Center and associated site (and off-site) improvements
- Project Location:** 511-515 Elm Street and 384 Hill Street; 516 and 522 Elm Street.
- Tax Map / Lot Number:** Tax Map 88, Lots 5 and 44 and Tax Map 3, Lot 66-1; Tax Map 14, Lots 14-1, 14-2, and 14-3
- Project ID:** 2019.36
1. The material provided for the proposed project has been reviewed only for general conformance to the City technical requirements. The applicant(s) and/or their technical consultant shall be responsible for the actual design details and completeness of their work. It is incumbent upon the applicant(s) to ensure that the project is in conformance and complies with all City Codes, ordinances and regulations as well as with all state regulations, including, but not limited to, space and bulk standards, performance standards, use standards and other zoning type requirements.
 2. All work shall be in conformance with the approved plans and submission documents. No deviations from the approved plans are permitted without prior approval from the Planning Board for major changes, and from the City Planner and City Engineer for minor changes. The City Planner shall make the determination of major or minor.
 3. If Site Development is required as part of the project, a Letter of Credit or other surety acceptable to the City of Biddeford shall be submitted prior to the issuance of permits or site work being initiated. The financial guarantee shall be established for 150% of the cost of the remaining project improvements. (Items include but are not limited to the following):
 - a. Landscaping

- b. Paving
 - c. Work within ROW (existing or proposed)
 - d. Drainage
 - e. Loam & seed
 - f. Sediment & erosion control
 - g. As-builts
 - h. Monuments
4. Prior to any ground disturbance, the applicant shall establish a construction inspection account equal to: \$3,000.00 DUE.
 5. Prior to any ground disturbance, a pre-construction meeting with the owner/applicant, contractor, and City is required. Contact the Engineering Department to schedule this meeting.
 6. Contact the Department of Public Works for driveway location permits, curb cut permits and/or street opening permits prior to the start of construction.
 7. If Site Development is required as part of the project, an as-built plan must be provided to the City of Biddeford Engineering Office at the end of the project on mylar and on a disk, in a format, which can be read by the City of Biddeford's Geographic Information System software. If a disk copy cannot be provided, a charge for staff time to enter the plan into the City system will be assessed to the applicant.
 8. The applicant shall incorporate appropriate erosion control measures into this project to reduce erosion affects from the work. All disturbed areas must be re-vegetated and/or otherwise stabilized at the appropriate stage of the work per Maine DEP standards in the Best Management Practice (BMP) manual.
 9. That the Article VI Performance Standards requirements regarding Dust, Fumes, Vapors & Gases (sect 25), Explosive Materials (sect 28), Glare (sect 37), Noise (sect 48) be followed.
 10. The applicant is required to comply with all applicable requirements of Chapter 70 (Utilities) and Chapter 71 (Utilities/Industrial Pretreatment Program).
 11. The applicant shall obtain all other pertinent local, state and federal permits, licenses, and insurance such as blasting, building, electrical, plumbing, etc prior to commencing business.
 12. If Site Development is required as part of the project, at the completion of the project the owner/applicant shall request a final inspection. This request shall be directed to the Planning Office. Performance Guarantees and remaining escrow accounts shall not be released until the Planning Office certifies that the project has been completed and is in compliance with the approval and all applicable City Ordinances.



CITY OF BIDDEFORD

Planning and Development Department

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

David.Galbraith@biddefordmaine.org

PLANNING BOARD STAFF REPORT

TO: Chair Plotkin and Members of the Biddeford Planning Board

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

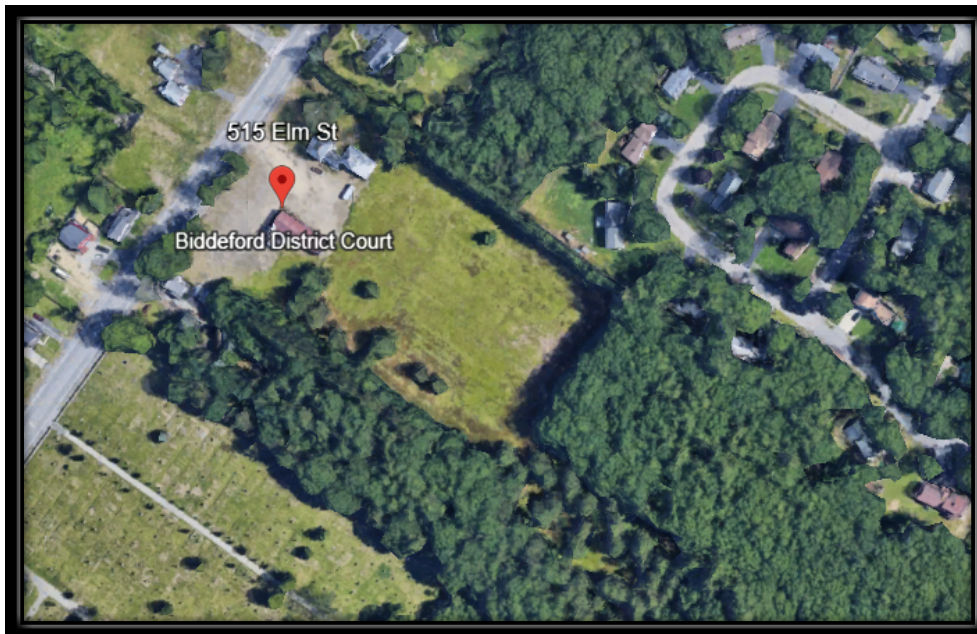
DATE: March 11, 2025

RE: **2024.56 Site Plan Amendment / York County Judicial Center / 511-515 Elm Street (Route 1) and 384 Hill Street / Tax Map 88, Lots 5 and 44 and Tax Map 3, Lot 66-1 / within the B2, R-1-A, and I-2 zones / Landscaping Plan Amendment.**

MEETING DATE: March 19, 2025, at 6:00 PM

1. INTRODUCTION

In March 2017 the City of Biddeford conveyed three parcels of land to the Maine Governmental Facilities Authority to facilitate plans for the consolidation of the York County District and Superior Courts into one judicial facility off Elm Street (Route 1). The location is south of Marden's on the east side of Route 1 on a property that was locally referred to as the 'Pate' property, although the total property included land continuing to Hill Street.



York County Judicial Center Property Circa 2005 / 511-515 Elm Street

2024.56 Site Plan Amendment / York County Judicial Center / 511-515 Elm Street (Route 1) and 384 Hill Street / Tax Map 88, Lots 5 and 44 and Tax Map 3, Lot 66-1 / within the B2, R-1-A, and I-2 zones / Landscaping Plan Amendment.

Planning Board Meeting Date: March 19, 2025



Existing Site Conditions May 7, 2024

On April 30, 2020, the Planning Board approved Case #2019.36 which included:

- A. A new building with a footprint of approximately 34,545 SF
- B. The facility is four (4) stories in height, the top story being a utility penthouse, which required the Planning Board review and approval in addition to a recommendation to the City Council for a Contract Zone to accommodate the 70' (+/-) height of the structure in an otherwise 35' zone (B-2). The City Council approved Contract Zone #19 in June 2020, and a Contract Zone Amendment (solar panels) was further granted in July 2021.

The proposed use (Public Facility) is a Permitted (P) Use in the B-2 Zone and is a Conditional (C) Use in the R1-A and I-2 Zones. The judicial center building itself is proposed entirely within the parcel of land zoned B-2. Due to the proposed height of the structure (approximately 68.5 feet), the project required a zoning adjustment since the maximum height in the B-2 (and R1-A) Zone

2024.56 Site Plan Amendment / York County Judicial Center / 511-515 Elm Street (Route 1) and 384 Hill Street / Tax Map 88, Lots 5 and 44 and Tax Map 3, Lot 66-1 / within the B2, R-1-A, and I-2 zones / Landscaping Plan Amendment.

Planning Board Meeting Date: March 19, 2025

where the building would be located is only 35'. Following Planning Board review and site plan approval the Board forwarded a positive recommendation to the City Council to approve Contract Zone # 19 as recommended. Contract Zone # 19 was approved by the City Council and the project was constructed. One of the stipulations within the subject Contract Zone is shown below:

5. All trees within required 30' buffer areas around the parcel not shown as removed as part of the project shall remain. Trees within the buffer areas may only be removed if deemed hazardous and approved for removal by the Planning Department. Buffer areas shall be maintained and any removed trees shall be revegetated with new trees, approved by the Planning Board, as sufficient for re-establishing any loss of buffer as a result of their removal within a reasonable time-period. The Planning Board may enlist the services of a 3rd Party to assist in the review of any revegetation plans in buffer areas, at the expense of the project owner.

As outlined in the submitted project narrative:

"The Maine Judicial Branch (MJB) did remove some dead standing trees and limbs in the area of concern shortly after occupancy and without authorization from the Biddeford Planning Board. MJB accepts fault and desires to resolve the situation and be a good neighbor in the community".

Following the removal of dead trees and dead limbs off living trees, the City's Code Enforcement and Planning Departments received complaints that some of the natural screening had been removed. Since that time the Planning and Code Office have been working with Jeremy Gray, the City's primary contact at the Court House, developing a plan that would resolve the raised screening / landscaping issues.

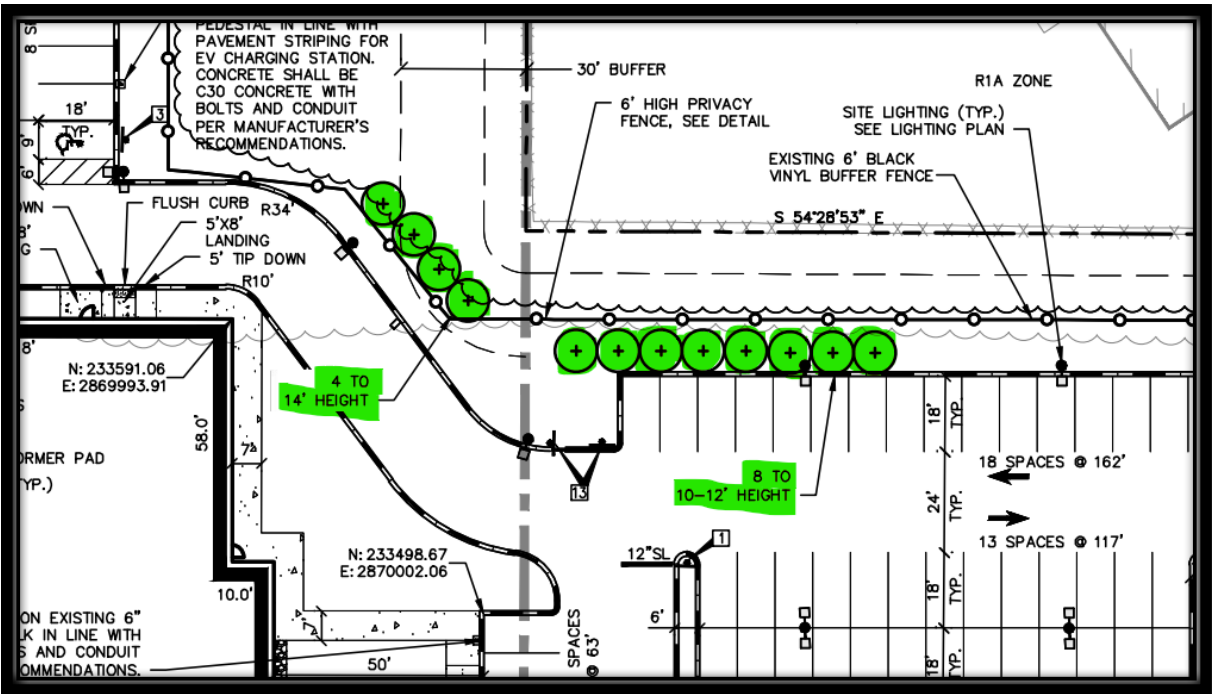
During the Planning Board's initial review of the project the Staff report discusses the proposed buffers as follows (shown in *italics*):

***Buffers:** The applicant proposes a 30' buffer around the entire property. This buffer does not permit parking lots and structures within it. The majority of the buffer will keep existing vegetation intact. Additional landscape is provided to augment the buffer between the project site and 507 Elm Street (Tax Map 88, Lot 6). A 6' Privacy fence will be installed along the perimeter of the property with residential neighbors to the north. Additional fence continues along the easternmost area of development (parking lot as shown on the plans).*

The Planning Board was comfortable with the buffers as proposed.

2024.56 Site Plan Amendment / York County Judicial Center / 511-515 Elm Street (Route 1) and 384 Hill Street / Tax Map 88, Lots 5 and 44 and Tax Map 3, Lot 66-1 / within the B2, R-1-A, and I-2 zones / Landscaping Plan Amendment.

Planning Board Meeting Date: March 19, 2025



Proposed Supplemental Landscaping / Buffering

When City Staff began working with Mr. Gray / the Courts, they had proposed planting 12 new trees, in the areas where the trimming / thinning had created some gaps in the canopy. Following the receipt of their proposed planting plan Staff consulted with Jake Pierson from Pierson’s Nursey and following his review of the plan, he advised the City that in the problematic corner which screens the building, the 4 proposed arborvitae should be increased in size to 14’ and that the 8 proposed arborvitae should be installed at 10’-12’ as measured from grade. Staff discussed the proposed increased tree heights with Mr. Gray, and they modified their plans to conform to the recommendation the City received from Pierson’s Nursery.

2. PROJECT DATA/INFORMATION

1.	Applicant:	Maine Governmental Facilities Authority 127 Community Drive P.O. Box 2268 Augusta, ME 04338-2268 207-622-9386
2.	Owner of Property:	Maine Governmental Facilities Authority 127 Community Drive P.O. Box 2268 Augusta, ME 04338-2268 207-622-9386
3.	Agent:	Jeremy Gray, YCJC
4.	Engineer:	Gorrill-Palmer 707 Sable Oaks Drive, Suite 30 South Portland, ME 04106 207-772-2515
5.	Project Location:	511-515 Elm Street and 384 Hill Street
6.	Project Tax Map #/Lot #:	Tax Maps 88 & 3, Lots 5 & 66-1

2024.56 Site Plan Amendment / York County Judicial Center / 511-515 Elm Street (Route 1) and 384 Hill Street / Tax Map 88, Lots 5 and 44 and Tax Map 3, Lot 66-1 / within the B2, R-1-A, and I-2 zones / Landscaping Plan Amendment.

Planning Board Meeting Date: March 19, 2025

7.	Lot Size:	28.5 Acres Total
8.	Base Zoning:	B-2 and R1-A. I-2 on the Hill Street side.
9.	Overlay Zoning:	N/A
10.	Existing Use:	York County Judicial Center (YCJC)
11.	Proposed Use:	York County Judicial Center (YCJC)
12.	Approvals Required:	Site Plan Amendment – Landscaping Improvements
13.	Uses in the Vicinity:	Industrial, Commercial, Residential
14.	Waivers Needed:	a. None
18.	Waivers Granted:	a. None
22.	Other Non-City Permits Required:	
23.	Fees Paid:	Yes
25.	Planning Board Review History: Site Plan Amendment – Landscaping 3-19-2025	

3. REVIEW PROCESS

The proposal is seeking Site Plan Amendment to an approved development plan. This amendment requires review and approval by the Planning Board (Land Development Regulations, Article XI)

This Amendment Application requires the following:

- A. Site Plan Amendment Review which may be heard and granted in a single public hearing.

4. WAIVERS: None requested at this time

5. DEPARTMENTAL REVIEW COMMENTS:

A. Planning and Code Enforcement Department Comments:

This proposed amendment has been reviewed by the Planning and Code Enforcement Departments as it relates to amending the approved Landscape Plan as approved, by adding additional landscape screening to previously approved green areas. These modifications will not have an impact on the approved site plans nor require modifications to the approved stormwater management plans.

6. STAFF RECOMMENDATION

As outlined above, Staff has consulted with a local, trusted landscaper who recommended the Court install larger materials that were initially proposed, and the Courts have agreed to the recommended changes. Therefore, Staff is supportive of the Amendment as proposed as recommends the Planning Board approve this request.

2024.56 Site Plan Amendment / York County Judicial Center / 511-515 Elm Street (Route 1) and 384 Hill Street / Tax Map 88, Lots 5 and 44 and Tax Map 3, Lot 66-1 / within the B2, R-1-A, and I-2 zones / Landscaping Plan Amendment.

Planning Board Meeting Date: March 19, 2025

6. SAMPLE MOTIONS

- A. Motion to Approve: I motion to APPROVE Case # 2024.56 a Site Plan Amendment for the York County Judicial Center (YCJC) located at 511-515 Elm Street (Route 1) for a Landscaping Plan Amendment, as recommended in the attached Findings of fact (FOF) and Conditions of Approval (COA) as written.

- B. Motion to Deny I motion to DENY Case # 2024.56 a Site Plan Amendment for the York County Judicial Center (YCJC) located at 511-515 Elm Street (Route 1) for a Landscaping Plan Amendment, for the following reasons:
 - 1) _____.
 - 2) _____.
 - 3) _____.

- C. Motion to Table: I motion to TABLE Case # 2024.56 a Site Plan Amendment for the York County Judicial Center (YCJC) located at 511-515 Elm Street (Route 1) for a Landscaping Plan Amendment, for the following reasons:
 - 1) _____.
 - 2) _____.
 - 3) _____.



CITY OF BIDDEFORD

Planning and Development Department

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

Planning Board Meeting Meeting Minutes

Date: March 19, 2025
Time: 6:00 PM
Location: Council Chambers & Zoom

- 1. Pledge of Allegiance 6:01 PM**
- 2. Declaration of Quorum/Voting Members**
Quorum Present: Alexa Plotkin, Chair, Larry Patoine, Sue Deschambault, Roch Angers, Matt Dubois, Steve Beaudette (Alternate Member) & Kayla Lewis (Alternate Member)
Staff Present: David Galbraith, Adi Iriqat & Nan Whitten
- 3. Adjustments to the Agenda-Item 7.d. will be heard first.**
- 4. Planner's Business-Galbraith talked about Freddy LLC 64 Alfred Street, and that fact that his approval has expired. Can this be an administrative review or do the Planning Board Members want them to hear about the project again.**
 - Galbraith passed around the site plan
 - The Board discussed whether it should come back to the Board or staff review
 - Dubois wants the Board to approve extensions
 - Patoine is in agreement.
- 5. Consent Agenda**
5.A. Review for approval Meeting Minutes for March 5, 2025
MOTIONS: 6:06 PM
Motion- Patoine-Motion to approve Consent Agenda
Second- Angers
Vote-Unanimous
- 6. Unfinished Business-None**
- 7. New Business**
7.a 2024.33 Public Meeting to take comments and review a Preliminary Subdivision Application for Coastal Oaks, LLC. The property is located at 12 Pearl Street (Tax Map 40, Lot 72) in the MSRD-1 Zone. The applicants propose to convert the existing vacant building into 25 +- residential apartments.
 - Iriqat introduced the item
 - Page 4 of the staff report has a summary of the project
 - They must go before HPC
 - Asking for stormwater management waivers
 - Drew Olehowski represented the applicant
 - Bulk will be interior changes

- Parking has been reduced to 30 minutes drop off
- On Pearl Street the retaining wall will be replaced with a staircase
- New dumpster pad at rear of building
- Gravity sewer service was replaced with a forced main
- Site work is minimal and will have less impervious surface
- Sewer and stormwater will be separated

NO PUBLIC COMMENTS

- Deschambault what is the hill behind the building
- Ethan Scott owner of the building, explained that the ramp will be replaced by stairs and rails for pedestrians
- Dubois asked about the additional floor discussed at Sketch Plan
- Scott said this is off the table at this time.
- Anger 1 bedroom apartments market rate?
- Scott-2 will be affordable
- Plotkin-mixed use access, commercial restaurant bar space on the roof? Phase II, more traffic, more parking.
- Galbraith this has been removed so if they decide to do this they have to come back and start from scratch
- Plotkin how is this going to work with HPC and the windows
- Scott said he met with HPC on the site last week and has new architectural plans to show new windows-casement instead of double hung, the HPC wants the arc in the windows incorporated in the new windows.
- Plotkin asked about the tower-it is the elevator shaft
- Dubois-are you using the state historic tax credit program-no
- Deschambault clarified the HPC procedure
- Angers asked about the retaining wall, it will be repaired not removed
- Scott said they have an agreement with Premium Parking for 50 spaces
- There will be 1 temporary parking space, the parking lot is owned by Mulligans
- The spots originally to be used are not owned by the applicant so the tenants cannot use them. There are 3 different doors people can move in and out of the building. The applicants have an easement for temporary use.
- Architectural renderings are accurate
- Plotkin asked about the plantings in front of the buildings with a sidewalk, this is City owned property, but they would love to see it also.
- Beaudette asked about the State's plan for Pearl Street, Galbraith the State is still flushing out the details about the plan.
- Deschambault asked about the waiver for the stormwater management plan, minimum impervious surface
- Deschambault laundry on site, in each room
- Deschambault, heating & cooling-central air

MOTIONS: 6:46 PM

Motion Patoine-Motion to approve the waivers for stormwater & open space
Second-Dubois

Vote-Unanimous

Motion-Patoine- Motion to Approve Case 2024.33 Preliminary Site Plan & Subdivision Review for Coastal Oaks, LLC: Proposal for the construction of 20 residential apartment units within Building 12 of the Pearl Development, located at 12 Pearl Street (Tax Map 40, Lot 72) in the MSRD-1 Zone with the above-listed Conditions of Approval and Waivers for a Stormwater Management Plan and Open Space.

Second-Angers

Vote-Unanimous

7.b. 2024.32 Public Meeting and take comments to review a Preliminary Plan Subdivision Application for Coastal Oaks, LLC. The property is located at 512 Pool Street (Tax Map 9, Lot 31) in the RF & SR-1 Zones. The applicants propose to construct a subdivision containing 8 single family homes.

- Galbraith introduced the project
- Tight Site, some wetlands
- Drew Olehowski represented the applicant
- The site was cleared by a harvesting permit which one of staff wanted double checked
- Belle Woods Drive will be and remain private
- Each lot needs to be 20k SF not including wetlands
- All soil was determined to be good to be used
- Plan is to send run off water to detention ponds
- Wright Pierce has reviewed stormwater
- Plans will be revised to include comments from WP
- The last lot will be left for open space

NO PUBLIC COMMENTS

- Lewis had a question about potential damage on lost 6 & 7 from WP comments, do you have a plan for potential flooding where it is so close to the wetland and will the HOA have to take care of that.
- Olehowski answered that it is not an issue as this property is not in the flood zone.
- Plotkin asked how far they have to go to connect water. Ethan Scott (owner) 240' plus the extent of the road
- Lewis mentioned that the applicant is still waiting from the ACOE is this still the case? It is not big enough for the ACOE big report it is a 1-page form from ACOE they will get prior to applying for final approval
- Angers-what are the future plans for the last lot, it will be difficult and expensive to develop they may donate it to the City, the City owns the lot behind it.
- Beaudette-large lot that UNE owns is it land locked? It goes to Pool Street.
- Patoine-Page 5 of 7 Staff Report, Timber harvesting, where are we at with that? Galbraith we need proof it was not overharvested
- If it is overharvested what do we do? Call the forestry service to make a plan to replant
- What about the area not developed? It can remain in applicants name or go to a land trust we will know by final

MOTIONS: 7:05 PM

Motion- Angers- Motion to Approve: I motion to APPROVE Case # 2024.32 Preliminary Plan Review for Belle Woods Subdivision (formerly Coastal Oaks Subdivision) a proposed single-family residential subdivision consisting of 9-lot subdivision (8 residential & 1 open space) to be located at 512 Pool Road (Tax ID# Lot 9 Lot 31) located within the Rural Farm (RF) and Suburban Residential 1 (SR-1) zoning Districts..

Second- Deschambault

Vote-Unanimous

7.c. 2025.01 Public Meeting and take comments to review a Site Plan Application for T & T Leasing, LLC. The property is located at 3 Digital Drive (Tax Map 15, Lot 7-4) in the I-1 Zone. The applicant proposes to construct a 7500 SF facility to rent units for commercial activities.

- Iriqat introduced the project
- In front of the Planning Board in 2018 plans have not been changed but applicants now must pay Thacher Brook Fee
- Multi Use Building
- In 2018 an abutter requested landscaping
- They are reducing the impervious surface in order to avoid DEP Stormwater Permit
- Maintaining 30 arborvitaes and planting 5 ash trees

NO PUBLIC COMMENTS

- Dubois asked about the waiver request for grading plan, it's a flat site
- Patoine asked about the Thacher Brook Fee
- Lewis asked to be walked through the landscape plan
- Plotkin asked about combining preliminary & final plan

7.d. 2024.56 The Planning Board will review a Site Plan Amendment request by Gorrill Palmer for the York County Judicial Center to amend the previously approved landscaping. The location of the property is 515 Elm Street (Tax Map 88, Lot 5) in the B2, R1A zones.

- Angers asked for this to be put first, he feels it is a code violation
- Patoine wants this handled by the Code Enforcement Office also
- Plotkin feels handling code violations is not a good precedent to set, it is unclear how we make a code violation a planning board issue
- Deschambault agrees with Plotkin
- Dubois wants to table it as well
- Lewis acknowledges that tabling it is frustrating to those involved and thanks them for coming out
- Angers commend the Code Office for aligning the parties

MOTIONS 6:13 PM

Motion-Angers-To table the item to have Code Enforcement deal with it

Second-Patoine

Vote-Unanimous

10. Other Business

- Deschambault asked about who is parking in the parking garage, who is parking there, are they keeping track? Should we have a workshop to learn about this? We need a clear understanding of how many spaces they have and how many are leased and

remaining? Galbraith there is someone at Premium Parking who is keeping track of the spaces.

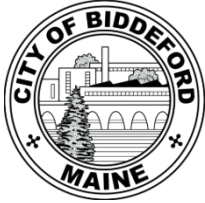
- Patoine are any spots set aside for the public? Galbraith will look into it.
- Beaudette the original plan for the parking garage was for build-out of the area, Patoine gets that, but it has to be for all of the public.
- Beaudette said there was a talk about a second garage for the retail area.
- Patoine-what about during a parking ban?
- Beaudette can we get a report of the percentage available?
- Plotkin, we can request a letter from Premium proving they have guaranteed spaces
- Dubois would love a running total.
- Dubois used to manage a parking garage, and it is standard to over book by 200%
- Angers has been talking to the Councilors about the computers and some of the changes to made to procedure. Do we want to change the ordinance so that we only get site plans but not full packets? Galbraith we do not have to go to Council to change the ordinance.
- Keeping as it is until we can change the ordinance.
- Ordinance changes will be a part of the meetings as a workshop at the end ongoing.
- Galbraith will ensure proper procedures are adhered to.

11. Adjourn-7:43 PM

Planning Board Chair/Vice Chair

Date

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



City Council

Meeting September 15, 2026
Date:
Meeting 6:00 PM
Time:
Agenda Item 10.e
No:
Item 2026.131 Approval - Authorize The Sale of 162 Hills Beach Road to Hills Beach
Description: Community Center, Inc.
Submitted Stephen C. Perruzza
By:

Key Terms:

Lease, Option, Hills Beach Community Center

Executive Summary:

Authorization for Interim City Manager to Sell 162 Hills Beach Road to the Hills Beach Community Center, Inc.

Detailed Review:

This Order seeks to provide authorization to Cornell Knight, Interim City Manager, to sign and execute any and all sale documents, including a Municipal Quitclaim Deed Without Covenant, to Hills Beach Community Center, Inc., pursuant to the terms and conditions of a certain Lease with Option to Purchase between the City of Biddeford and the Hills Beach Community Center, Inc., dated October 11, 2021. Title for the premises rests in the City as a result of a quiet title action against Hill's Beach Volunteer Fire and Rescue Unit.

By way of background, the City entered into a Lease with an Option to Purchase Agreement with the Hills Beach Community Center, Inc (the "Community Center") on October 11, 2021, in which the Community Center would lease the premises located at 162 Hills Beach Road, further described as the location of the former Hills Beach Fire Station. As part of the consideration, the Community Center was given an option to purchase the property at a later date, at a purchase price of \$100,000.00, with a reduction in the form of a credit for rental payments and any improvements made to the premises, with an upper cap of \$75,000.00 in credits. In addition, the deed conveying the premises to the Community Center and the Lease

contain a restriction that the premises must be used as a community center, which would allow the property to revert back to the City if it fails to be so used, according to the terms and conditions contained in the deed.

The Community Center is a non-profit corporation which has expended large amounts of funds in improving and maintaining the premises, including replacing the roof, installing chair lifts and ramps for ADA accessibility at the premises, replacing plumbing, doors, carpets, and sheetrock. In addition, the Community Center is currently not in violation of any terms or conditions of the lease agreement which would negate their option to purchase the premises. The closing date for the transaction is currently scheduled for Tuesday, September 22nd.

Funding Source:

N/A, no additional funds are required from the City with respect to this transaction.

Staff Recommendation:

The City Attorney's office recommends authorizing the Interim City Manager to execute the deed and other seller documents for the conveyance of the property.

Next Steps:

Upon approval by the City Council, final closing documents will be prepared and the sale will proceed in line with commercially reasonable real estate closing practices

Attachments:

1. 2026.131 Approval - Hills Beach Community Center
2. HBCC Lease w option to purchase
3. qcdeed wo cov final

City of Biddeford



2026.131 IN BOARD OF CITY COUNCIL... SEPTEMBER 15, 2026
BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the Interim City Manager Cornell Knight to proceed with the sale of 162 Hills Beach Road to the Hills Beach Community Center, Inc. in accordance with the options in the current lease agreement and to sign the deed and closing documents, in line with commercially reasonable real estate closing practices.

Attest by: _____
City Clerk

LEASE WITH OPTION TO PURCHASE

THIS LEASE WITH OPTION TO PURCHASE ("the Lease") made as of October 11, 2021, by and between the **CITY OF BIDDEFORD** ("Landlord" or "City"), and **HILLS BEACH COMMUNITY CENTER, INC.**, a Maine nonprofit corporation ("Tenant").

In consideration of the mutual covenants and agreements contained herein and intending to be legally bound hereby, Landlord and Tenant hereby agree with each other as follows:

SECTION 1. GRANTING OF LEASEHOLD.

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord upon the terms and conditions herein contained 162 Hills Beach Road, (the location of the former Hills Beach Fire Station) (hereinafter referred to as the "Premises"), in the City of Biddeford, County of York and State of Maine (Tax Map 41, Lot 129). The Premises are described in a deed recorded in the York County Registry of Deeds in Book 2733, Page 66. See also Affidavit of James Bennett recorded in the York County Registry of Deeds in Book 18196, Page 668. The Tenant shall have the exclusive use of the Premises.

SECTION 2. TERM OF LEASE.

The term of this Lease shall be for Fifteen (15) years from the Effective Date. For purposes of the Lease, "Effective Date" shall be the day Tenant receives from Landlord a fully executed copy of this Lease. Provided Tenant is not in default of the terms of the Lease, Tenant also shall have two successive five (5) year options to renew the Lease (the "Option Terms").

SECTION 3. USE OF THE PREMISES.

The Premises shall be used as a Community Center and various miscellaneous activities in connection with such use. Examples of such activities include but are not limited to: Hills Beach Association and other community, social, and civic group meetings, social gatherings, educational programs, children's activities days, lending library, bridge, cribbage, and/or book clubs, children's weekly readings, movie nights, paint nights, plant swaps, and community dinners. The phrase "used as a Community Center" need not require continuous or even regular or recurring use, but may be construed to mean intermittent use for activities such as described herein. In the event Tenant fails to maintain and use the Premises as a Community Center, Landlord shall provide written notice of breach to Tenant. Tenant shall have the opportunity to challenge such determination at a City Council public meeting and an opportunity to cure the breach prior to Landlord's exercise of any remedial rights arising out of such breach, including but not limited to Landlord's right to terminate this Lease and the Option to Purchase.

SECTION 4. CONSTRUCTION OF IMPROVEMENTS.

(a) Tenant recognizes that the building located on the Premises is in disrepair. Tenant shall make improvements to the building consistent with its intended use as a Community Center. Tenant agrees to pay for the cost of all such improvements, all of which shall be constructed in

accordance with the plans and specifications provided by Tenant and approved by Landlord which approval shall not be unreasonably withheld, delayed or conditioned. Tenant agrees that all such construction work shall be completed diligently until the improvements are completed, but need not begin until Landlord has established clear title through favorable resolution of the pending quiet title action captioned City of Biddeford v. Hill's Beach Volunteer Fire and Rescue Unit filed in York County Superior Court on or about May 27, 2021 ("Quiet Title Action").

(b) Landlord agrees that the cost of such improvements (as well as the market value of in kind work) shall be applied as a credit to rental payments. If the cost of improvements in any given year exceed the annual rental payment, the excess amount shall be credited to future rental payments.

(c) In the event (i) that Tenant elects not to exercise its option to purchase the Premises, or (ii) the Premises reverts back to the City because Tenant fails to maintain and use the Premises as a Community Center, or (iii) the City does not prevail in the Quiet Title Action filed in the York County Superior Court, Tenant recognizes and agrees that it shall not be entitled to recover from Landlord all or any portion of Tenant's rental payments or the costs, or the value thereof, of improvements to the Premises, except to the extent already recovered in the form of credits as described elsewhere herein.

SECTION 5. RENT.

Tenant covenants and agrees to pay Landlord, the following rent during the term of this Lease:

<u>Lease Year</u>	<u>Annual Rent</u>
Year 1-15	\$ 5,000.00
Option Year 16-20	\$ 7,500.00
Option Year 21-25	\$10,000.00

Tenant shall pay the rent in a lump sum on or before October 15 of each lease year without deductions or set off except as otherwise provided herein. The rental payments shall be made to Landlord or to such agent and at such place as Landlord shall from time to time designate in writing. If Tenant fails to pay rent within fifteen (15) days of the due date pursuant to the terms of the Lease, then Landlord, in its sole discretion, may charge, in addition to any other remedies that it may have, a late charge for each month or part thereof that Tenant fails to pay the amount due after the due date. The late charge shall be equal to five percent (5%) of the amount due Landlord.

SECTION 6. UTILITIES.

Tenant shall pay all charges for utilities including but not limited to gas, electricity, lights, heat, power, water charges, sewer/septic charges, telephone, internet or other communication services used, rendered, or supplied to or in connection with the Premises.

SECTION 7. REPAIRS AND MAINTENANCE.

Tenant shall during the term of this Lease, at its sole expense, keep the improvements and the Premises in as good order and repair as on the completion of renovations, reasonable wear and tear excepted, and shall at its expense maintain the Premises consistent with the Premises use as a Community Center. Tenant shall also be responsible for landscaping and snow removal services. Tenant recognizes and agrees that Landlord shall have no obligation to repair or maintain the Premises during the term of this Lease.

SECTION 8. ACCESS TO PREMISES.

Landlord and Landlord's agents and designees shall have the right, but not the obligation, to enter upon the Premises at all reasonable times to examine the same. Landlord shall give Tenant verbal or written notice at least 12 hours in advance of any such entry.

SECTION 9. ASSIGNMENT AND SUBLETTING.

Tenant shall not by operation of law or otherwise, assign, mortgage or sublet this Lease or Tenant's Option to Purchase without Landlord's prior express written consent, which consent shall be at Landlord's sole discretion. Provided, however, that Landlord agrees that Tenant may assign this Lease to related non profit entities.

SECTION 10. INDEMNITY.

Tenant shall, to the extent not covered by insurance, indemnify and save harmless Landlord from and against any and all liability, damage, penalties or judgments arising from injury to person or property sustained by anyone in and about the Premises resulting from any act or acts or omission or omissions of Tenant, or Tenant's officers, agents, servants, employees or contractors. Tenant shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above mentioned matter, claim or claims.

SECTION 11. LIABILITY INSURANCE.

Tenant shall provide, at its expense, and keep in force during the term of this Lease, general liability insurance with an insurance company or companies licensed to do business in the State of Maine, selected by Tenant, in the amount of at least Two Million Dollars (\$2,000,000.00) per occurrence with respect to personal injury or death and property damage and liability insurance. Such policy or policies shall include Landlord as an additional insured as its interest may appear. Tenant agrees to deliver certificates of such insurance to Landlord at the beginning of the term of this Lease and thereafter not less than forty-five (45) days after the expiration of any such policy. Such insurance shall be non-cancelable without at least thirty (30) days' written notice to Landlord and said certificates shall bear evidence of the same.

SECTION 12. QUIET ENJOYMENT.

(a) Landlord hereby warrants to Tenant, upon Tenant observing and keeping all covenants, agreements and conditions of this Lease on its part to be kept, Tenant shall quietly have and enjoy the Premises during the term of this Lease, without hindrance or molestation by anyone.

(b) Landlord represents and warrants to Tenant that it is the owner of the fee simple title in and to the Premises and has the power and authority to execute and deliver this Lease and to carry out and perform all covenants to be performed by it hereunder. Landlord represents and warrants to Tenant that at the time of the commencement of the term hereof, sole and undisturbed physical possession of the entire Premises will be delivered to Tenant.

(c) Tenant recognizes that the City has filed the Quiet Title Action in the York County Superior Court regarding the Premises and that the Court's findings in that lawsuit may affect Landlord's title to the Premises. In the event a court of appropriate jurisdiction makes a final determination that Landlord has insufficient claim to title in the Premises and in the event Tenant's claim to possession is thereby threatened, Tenant may immediately terminate this Agreement by written notice to Landlord. In addition, in the event the Quiet Title Action has not been resolved in Landlord's favor one year after execution of this Agreement, Tenant has the option to terminate this Agreement by written notice to the Landlord.

SECTION 13. DEFAULTS.

(a) In the event any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided: Tenant's failure to perform any of the covenants, conditions and agreements herein contained on Tenant's part to be kept or performed and the continuance of such failure without the curing of the same for a period of thirty (30) days after receipt by Tenant of notice, in writing, from Landlord specifying in detail the nature of such failure, and provided Tenant shall not cure said failure as provided in paragraph (b) hereof; then, Landlord may, at its option, give to Tenant a notice of election to end the term of this Lease and Tenant's Option to Purchase upon a date specified in such notice, which date shall not be less than ten (10) business days (Saturdays, Sundays and legal holidays excluded) after the date of receipt by Tenant of such notice from Landlord, and upon the date specified in said notice, the term and estate hereby vested in Tenant shall cease and any and all other right, title and interest of Tenant hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term of this Lease had elapsed. The curing of any default(s) within the above time limits or as specified in paragraph (b) below, by any of the aforesaid parties or combination thereof, shall constitute a curing of any default(s) hereunder with like effect as if Tenant had cured the same hereunder.

(b) In the event that Landlord gives notice of a default of such a nature that it cannot be or is not cured within such thirty (30) day period described above, then such default shall not be deemed to continue so long as Tenant, after receiving such notice, commences, within said thirty (30) day period, to cure the default and continues to take all steps reasonably necessary to complete the same within a period of time which, under all of the prevailing circumstances, shall be reasonable. No default shall be deemed to continue if and so long as Tenant shall be proceeding to cure the same in good faith.

(c) Notwithstanding anything to the contrary contained herein, in the event that any default(s) of Tenant shall be cured in any manner hereinabove provided, such default(s) shall be deemed never to have occurred and Tenant's rights hereunder shall continue unaffected by such default(s).

(d) Upon any termination of the term of this Lease because of a default on the part of Tenant which has not been cured within the applicable cure period, Landlord shall have the right to terminate this Lease and re-enter the Premises, and recover possession thereof and dispossess any or all occupants of the Premises in the manner prescribed by the statutes relating to summary proceedings, or similar statutes.

SECTION 14. FORCE MAJEURE.

In the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control, then performance of such shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

SECTION 15. OPTION TO PURCHASE.

Landlord hereby grants to Tenant the option to purchase the Premises upon the following terms and conditions:

(a) This Option may be exercised at any time prior to the termination of the Lease, subject to the terms and conditions set forth herein. If Tenant elects to exercise this Option, Tenant shall do so by giving written notice thereof to Landlord. Such written notice shall be deemed to be properly given if hand-delivered, or sent by certified mail, return receipt requested, postage prepaid, addressed to Landlord at the address specified herein below; notice shall be effective upon mailing.

(b) Assignment. All provisions of this Option shall inure to the benefit of and bind the parties hereto, their successors, personal representatives, heirs and assigns. Tenant shall not assign this Option without the prior written consent of the Landlord, which consent shall be at Landlord's sole discretion.

(c) Purchase and Sale. In the event that Tenant exercises this Option, as aforesaid, Landlord agrees to sell the Premises to Tenant and Tenant agrees to buy the Premises from Landlord, for the price and upon the terms and conditions hereinafter set forth.

(d) Purchase Price. In the event this Option is exercised, the consideration for the purchase of the Premises shall be One Hundred Thousand Dollars (\$100,000.00) (the "Purchase Price"). Tenant shall receive a credit towards the Purchase Price for rental payments previously received by Landlord as follows:

- If the Premises are purchased in Year 1-5 of the Lease: 75% of all rental payments and credits.
- If the Premises are purchased in Year 6-10 of the Lease: 50% of all rental payments and credits.
- If the Premises are purchased in Year 11-15 of the Lease: 25% of all rental payments and credits.
- If the Premises are purchased during either option term of the Lease: 25% of all rental payments and credits.

Provided, however, that the maximum amount of rental payment credits that may be applied towards the purchase price is \$75,000.00. The Purchase Price shall be paid by Tenant to Landlord at Closing in cash or by certified or bank check or by confirmed wire transfer.

(e) Closing. In the event that this Option is exercised as provided herein, Closing shall occur, except as may otherwise be provided herein, at 10:00 a.m. on the date specified by Tenant, which date shall not be later than thirty (30) days after notice is given by Tenant (the "Closing" or the "Closing Date") at the offices of Landlord's attorney.

(f) Conveyance; Title. In the event this Option is exercised, Landlord shall execute and deliver to Tenant at Closing, a good and sufficient Municipal Quitclaim Deed Without Covenants conveying the Premises to Tenant, in fee simple, free and clear of all liens and encumbrances. The Deed shall contain a restrictive covenant requiring Grantee, its successors and assigns to maintain and use the Premises as a Community Center, and reserving to Grantor the right to enforce such covenant after notice and opportunity to cure as described in Section 3 of this Agreement. Tenant recognizes and agrees that the Deed shall contain a reversionary clause providing that in the event Grantee fails to utilize the Premises as a Community Center as described elsewhere herein, title to the Premises at the City's sole discretion shall revert to the City. Provided, however, that prior to the City exercising its reversionary rights, Grantee shall have an opportunity to address at a City Council public meeting the City's determination that the Premises are not being used as a Community Center and the City's intention to exercise its reversionary rights. In the event that Landlord cannot deliver the Premises and title thereto in such condition, the Closing Date, at Tenant's election, shall be postponed for a reasonable period of time, and Landlord shall use its best efforts to remove the title defect and to make the Premises conform to such condition during such period. If such defect cannot be removed by Landlord or if the Premises cannot be made to conform to such condition, Tenant may either (a) terminate this Lease, in which case all parties hereto shall be released from their obligations hereunder; or (b) consummate the purchase of the Premises in accordance with this Lease and obtain whatever title Landlord may be able to convey, without reduction in purchase price.

(g) Possession; Prorations. In the event that this Option is exercised, full possession of the Premises will be delivered to Tenant at Closing.

(h) Default. In the event that this Option is exercised and if Landlord fails to close or to perform any of its obligations under this Lease, then, at Tenant's option, Tenant either may obtain specific performance or may cancel this Lease.

(i) Brokerage. Tenant and Landlord each hereby represent and warrant to the other that there are no real estate brokers involved in this transaction, and each agrees to indemnify and hold the other harmless in regard to such representation.

(j) Termination. Tenant's Option to Purchase shall immediately terminate and be null and void if Tenant fails to maintain and use the Premises as a Community Center.

SECTION 16. NOTICES.

All notices required to be sent under the provisions of this Lease to Landlord or Tenant by one another shall be in writing and sent by U.S. Mail, Certified, Return Receipt Requested, or by overnight carrier directed to the other party at its address hereinafter provided or such other address as either party may designate by notice given from time to time in accordance herewith. All notices shall be deemed given on the date of the receipt or, if delivery is refused, the date when delivery is attempted and refused.

Landlord: City of Biddeford
205 Main Street
Biddeford, Maine 04005-0586
Attention: James A. Bennett, City Manager (or successor City Manager)

Tenant: Hills Beach Community Center, Inc.
130 Hills Beach Road
Biddeford, Maine 04005
Attention: Robert Stalilonis, President

SECTION 17. PARTIAL INVALIDITY.

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

SECTION 18. SHORT FORM LEASE.

The parties will at any time, at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of Lease or memorandum of Lease, setting forth a description of the Premises, the term of this Lease and any other portions thereof, excepting the rental provisions, as either party may request.

SECTION 19. ATTORNEYS' FEES.

In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all costs and expenses including reasonable attorneys' fees.

SECTION 20. CHOICE OF LAW.

This Lease shall be governed by the laws of the State of Maine.

SECTION 21. BROKER'S COMMISSION.

Tenant and Landlord each warrant to the other that there are no claims for broker's commissions or finder's fees in connection with the parties' execution of this Lease. Tenant and Landlord each agree to indemnify and save the other harmless from any and all liability that may arise from the claim of any person claiming to be entitled to a commission or other fee arising out of an agreement with the indemnifying party.

SECTION 22. HEADINGS AND INTERPRETATION.

The paragraph headings used throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Lease. Whenever herein the masculine gender is used, the same shall include the feminine and neuter gender.

SECTION 23. JURY TRIAL WAIVER.

NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT AND LANDLORD, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TENANT AND/OR LANDLORD MAY HAVE TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY LANDLORD AND TENANT BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE YORK COUNTY SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

SECTION 24. BINDING EFFECT.

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

LANDLORD:
CITY OF BIDDEFORD

Kendi L. Norton
Witness

By: James A. Bennett
James A. Bennett, City Manager

TENANT:

HILLS BEACH COMMUNITY CENTER, INC.

Kendi L. Norton
Witness

By: Robert P. Stalilonis
Robert Stalilonis, Its President

(space above is reserved for recording information)

MUNICIPAL QUITCLAIM DEED WITHOUT COVENANT

KNOW ALL PERSONS BY THESE PRESENTS, That the **CITY OF BIDDEFORD**, a body politic and corporate with a mailing address of 205 Main Street, P.O. Box 586, Biddeford, ME 04005, for consideration paid, does hereby release to **HILLS BEACH COMMUNITY CENTER, INC.**, a Maine Non-Profit Corporation, having a mailing address of 262 Hills Beach Road, P.O. Box 436, Biddeford, ME 04005, the land in Biddeford, in the County of York and State of Maine, described as follows:

A certain lot or parcel of land with the buildings thereon situated in Biddeford, County of York and State of Maine, at Goldthwaites Pines, so-called, and bounded as follows, viz: Northeasterly sixty-six (66) feet by the highway leading through said Goldthwaites Pines to Fort Hill, thence extending southwesterly from said highway one hundred and seventy-two (172) feet and of a uniform width of sixty-six (66) feet.

For Grantor's source of title, reference is hereby made to the following:

1. Deed to the Hill's Beach Volunteer Fire and Emergency Rescue Unit by the City of Biddeford dated November 13, 1980, and recorded in Book 2733, Page 66.
2. Affidavit of Harry B. Center, II, dated June 5, 2024, and recorded in the York County Registry of Deeds in Book 19447, Page 820.
3. Affidavit of James A. Bennett, dated March 12, 2020, and recorded in the York County Registry of Deeds in Book 18196, Page 668.

It shall be a condition of this transfer that the Premises described above shall be used as a Community Center and the various miscellaneous activities in connection with such use. Examples of such activities include, Hills Beach Association and other community, social, and civic group meetings, social gatherings, educational programs, children's activities days, lending library, bridge, cribbage, and/or book clubs, children's weekly readings, movie nights, paint nights, plant swaps, and community dinners. The phrase "used as a Community Center" need not require continuous or even regular or recurring use, but may be construed to mean intermittent use for activities such as described herein. In the event Grantee fails to maintain and use the Premises as a Community Center, Grantor shall provide written notice of breach of this condition to Grantee. Grantee shall have the opportunity to challenge such determination at a City Council public meeting and an opportunity to cure the breach prior to Grantor's exercise of any remedial rights arising out of such breach, including but not limited to Grantor's right to have title to the property revert to Grantor.

IN WITNESS WHEREOF, the City of Biddeford, by Cornell Knight, its Interim City Manager, duly authorized, has caused this instrument to be signed and sealed, this ____ day of _____, 2026.

CITY OF BIDDEFORD

By: _____
Cornell Knight, Its Interim Manager
Thereunto duly authorized

STATE OF MAINE
_____, ss.

_____, 2026

Personally appeared the above-named **Cornell Knight**, Interim City Manager of the City of Biddeford, duly authorized and declared the above to be his free act and deed in his said capacity.

Before me,

Notary Public/Maine Attorney at Law
Printed Name: